Shakopee City Council Regular Meeting

Tuesday, January 7, 2025
7:00 PM
City Hall, 485 Gorman Street

Vision: Shakopee is a distinctive river town with a variety of business, cultural, and recreational opportunities in a safe, welcoming, and attractive environment. Our vision is for Shakopee to continue being the place people want to live, work, and play!

Mission: Our mission is to deliver high quality services essential to maintaining a safe and sustainable community. We commit to doing this cost-effectively, with integrity and transparency.

1. Call to Order
2. Administer Oath of Office to New Council Members
3. Roll Call
4. Pledge of Allegiance
5. Approval of Agenda
6. Consent Agenda
   These items are considered routine and will be enacted by one motion. There will be no separate discussion of these unless a council member or staff requests, in which event the item will be removed from the consent agenda for separate discussion & action.

   6.a Designate individuals authorized to perform certain banking transactions

   6.b Lobbying Services at the Minnesota State Legislature for 2025-2027

   6.c Approve Minnesota Department of Transportation Safe Routes to School Infrastructure Grant Applications

   6.d Declare one vehicle as surplus property and authorize disposal

   6.e Award Installation of Quarry Lake Picnic Shelter to RIC

   6.f Contract with Kompan for Playground Equipment and Installation for Killarney

Hills

6.g Designation of the official newspaper for 2025, and designate the city's website for transportation project notices in 2025.

6.h Donation from Willard and Mary Ann Pitzner Donor Fund to the Fire Department

6.i Approve Extended Construction Hours for Xcel Energy Blue Lake Generating Plant Improvements

7. Public Comment
Individuals may address the City Council about any item not on the regular agenda. Speakers are requested to come to the center table, state their name and address for the clerk's record, and limit their remarks to three minutes. The City Council will not take official action on items discussed at this time, but may refer the matter to staff for a follow up report or direct that matter be scheduled on an upcoming agenda.

8. Business removed from consent agenda

9. Recess for Economic Development Authority Meeting

10. Reconvene

11. General Business

11.a Monetary Donation for Aquatic Programming

11.b 2025 City Council Norms of Behavior

12. Reports
Liaison and Administration

12.a City Bill List

13. Other Business

14. Adjourn to January 21, 2025 at 7:00 p.m.

Agenda Item: Designate individuals authorized to perform certain banking transactions
Prepared by: Nate Reinhardt, Finance Director
Reviewed by:

Action to be considered:
Adopt Resolution R2025-001, a resolution designating individuals authorized to perform certain banking transactions.

Motion Type:
Adopt

Background:
It is recommended that the City Council on an annual basis authorize individuals to sign city checks and perform certain financial transactions and designate financial institutions to serve as depositories.

This resolution does not change the current authorized positions who are designated to perform investing and banking transactions. Currently the Mayor and Finance Director sign all checks. While not legally required, it is considered a best practice to formally adopt a resolution of authorized individuals annually. Additionally, banks often require a formal action of the City Council recognizing the staff authorized to sign checks and authorize certain bank transactions.

The attached resolution also identifies the authorized depositories for City funds. This includes banks and investment brokers the City works with on a regular basis as well as those that may become a depository during the fiscal year. All brokers must file an appropriate Broker Certification Form, a requirement of Minnesota Statutes, to transact business with the City of Shakopee. All documentation is reviewed by the City's auditors during the financial audit each year.

The resolution will become effective with adoption.

Recommendation:
Adopt Resolution R2025-001, a resolution designating individuals authorized to perform certain banking transactions.

Budget Impact:
N/A

Attachments:
Res. 2025-001 Annual Authorized Signer Resolution 1-7-2025.pdf

RESOLUTION NO. R2025-001

A RESOLUTION DESIGNATING INDIVIDUALS AUTHORIZED TO PERFORM CERTAIN BANK TRANSACTIONS

WHEREAS, Old National Bank is designated as a depository of city funds; and

WHEREAS, the following named institutions and brokers are hereby designated as additional depositories allowable for investment purposes;

a. U.S. Bank;
b. RBC Capital Markets, LLC;
c. Minnesota Municipal Money Market Fund (4M Fund);
d. Oppenheimer & Co., Inc;
e. Wells Fargo Securities, LLC;
f. Moreton Capital Markets, LLC;

WHEREAS, U.S. Bank Institutional Trust Services is hereby designated as the safekeeping depository for investment instruments in the City's investment portfolio and as clearinghouse for the City's investment portfolio transactions.

WHEREAS, the city must designate individuals authorized to sign checks, transfer funds and approve transactions on behalf of the city;

WHEREAS, Minnesota Statute Section 471.38 allows the use of electronic funds transfer, provided certain policy controls are in place, including that the governing body annually delegates the authority to the appropriate individual, for the following types of payments:

a. for a claim for a payment from an imprest payroll bank account or investment of excess money;
b. for a payment of tax or aid anticipation certificates;
c. for a payment of contributions to pension or retirement fund;
d. for vendor payments; and
e. for payment of bond principal, bond interest and a fiscal agent service charge.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA: that checks, drafts or other withdrawal orders issued against the funds of the city on deposit with said bank shall be signed by both Matt Lehman, Mayor and Nathan Reinhardt, Finance Director.

BE IT FURTHER RESOLVED that William Reynolds, City Administrator, Nathan Reinhardt, Finance Director, Melissa Schlingman, Accounting Manager, Kimberly Weckman, Accounting

Clerk, are authorized to act for the City in all of its business activities including investments, payroll withholdings, electronic funds transfers, debt service payments and other banking transactions as deemed appropriate.

BE IT FURTHER RESOLVED that Christie Rossow, HR Director, Patti Kent, HR Specialist, Jaime Nelson, HR Specialist, and Carly Gernbacher, HR Specialist are authorized to act for the City in banking transactions related to payroll including payroll withholdings and payments of payroll and related costs.

IT IS FURTHER RESOLVED that effective January 1, 2025 this Resolution supersedes all prior and conflicting resolutions, including Resolution No. R2024-001.

Adopted in regular session of the City Council of the City of Shakopee, Minnesota held this 7th day of January 2025.

_____

Mayor of the City of Shakopee

ATTEST:

_____

Deputy City Clerk

Agenda Item: Lobbying Services at the Minnesota State Legislature for 2025-2027
Prepared by: Michael Kerski, Planning and Development Director
Reviewed by: Michael Kerski

Action to be considered:
Approve contract

Motion Type:
Approve

Background:
We have used this firm for the last several years for lobbying at the legislature and have had great success in passage of both funding and bills along with monitoring legislation that would impact the city. These have included passage of funding for the riverfront, support for the HUB funding, passage of the bill for the gravel pit and protecting the city's interests on zoning and building regulations.

Recommendation:
Approve Contract with Lockridge Grindal Nauen PLLP from January 1, 2025 until December 31, 2027 for services.

Budget Impact:
Included in the 2025 budget under Administration professional services.

Attachments:
City of Shakopee Contract 2025-2027 (Three Year).doc

LEGISLATIVE SERVICES AGREEMENT

THIS AGREEMENT, made and entered into by and between **City of Shakopee** ("Client") and **LOCKRIDGE GRINDAL NAUEN PLLP** ("Consultant" or "LGN") (collectively the "Parties").

W I T N E S S E T H

WHEREAS, Client, wishes to purchase the services of Consultant to assist Client in monitoring, and lobbying related to certain state legislative and administrative matters;

NOW, THEREFORE, in consideration of the mutual undertakings and promises hereinafter set forth, Client and Consultant agree as follows:

1. CONSULTANT SERVICES

Consultant shall provide, in coordination with Client's officers, committees and staff, the services listed in Exhibit A hereto. If additional services, projects or work is agreed upon by both Consultant and Client, fees for such additional services, project or work will be negotiated and mutually agreed upon in writing prior to the performance of additional services, projects or work.

2. TERM AND TERMINATION

2.1 Term. The term of engagement for the services provided shall be **January 1, 2025 - December 31, 2027**, subject to termination as provided in Section 2.2.

2.2 Termination. This Agreement may be terminated prior to its expiration only as follows:

2.2.1 Upon the written mutual agreement of the Parties hereto;

2.2.2 By either Party upon sixty (60) days written notice to the other Party.

2.2.3 In the event of termination, fees owed by the Client shall be prorated as of the date of termination.

3. COST OF AND PAYMENT FOR SERVICES

3.1 Fees. In consideration of services performed as specified in Section 1 and Exhibit A of this Agreement, Client shall pay Consultant the professional fees in the amount of **$38,000 for each year payable in twelve (12) equal installments of $3,166.66 per month** commencing January 1, 2025, January 1, 2026, and January 1, 2027.

3.2 Costs. In addition to payment for professional fees, Client shall pay Consultant for all reasonable incidental expenses incurred by Consultant on Client's behalf.

3.3 Payment. Payment for professional fees and expenses shall be made to Consultant upon submission by Consultant to Client of invoices for services rendered and expenses incurred and Client shall pay Consultant by the dates listed above.

4. INDEPENDENT CONTRACTOR

Consultant shall select the means, method, and manner of performing the services herein. Consultant is and shall remain an independent contractor with respect to all services performed under this Agreement.

5. COMPLETE AGREEMENT

The Parties each agree and understand that this Agreement, including all Exhibits hereto, constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous oral understandings or agreements with respect to the subject matter hereof.

6. AMENDMENTS AND WAIVERS

This Agreement may not be amended, altered, enlarged, supplemented, abridged, or modified, nor can any provision hereof be waived, except by a writing executed by both Parties which shall be attached hereto. Failure of any Party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision nor of the right to enforce such provision.

7. NOTICES

All notices, demands, and requests permitted or required to be given under this Agreement shall be in writing and deemed given when mailed by the United States mail, postage prepaid, registered or certified mail, return receipt requested, to the address of the appropriate Party as provided herein.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement this _____ day of _____2024.

ADDRESS:

485 Gorman St.
Shakopee, MN 55379

CLIENT:

City of Shakopee

By: Matt Lehman
Its: Mayor

By: William Reynolds
Its: City Administrator

CONSULTANT:
LOCKRIDGE GRINDAL NAUEN PLLP

ADDRESS:

Suite 2200
100 Washington Avenue South
Minneapolis, MN 55401

By: Harry Gallaher
Its: Managing Partner

Attest: _____
Deputy City Clerk

EXHIBIT A

LGN will provide state lobbying on the City of Shakopee's tax, funding and legislative policy priorities as directed by the Shakopee City Manager and Shakopee City Council.

Agenda Item: Approve Minnesota Department of Transportation Safe Routes to School Infrastructure Grant Applications
Prepared by: Alex Jordan, City Engineer
Reviewed by:

Action to be considered:
Adopt Resolution R2025-007, approving applications to the Minnesota Department of Transportation (MnDOT) Safe Routes to School (SRTS) Infrastructure Grant program.

Motion Type:
Adopt

Background:
The Minnesota Safe Routes to School (SRTS) Infrastructure Program was established by the Minnesota Legislature in 2012 and is defined in Minnesota Statute 174.40. Up to $8,500,000 in grant funds are available for this 2024 SRTS infrastructure solicitation. Projects are selected and approved to provide financial assistance to eligible recipients to construct capital improvements of transportation infrastructure that improves safety and encourages non-motorized transportation to and from schools.

The City of Shakopee is applying for funding to construct pedestrian infrastructure improvements, including enhanced pedestrian crossings, median refuge islands, trails, sidewalks and geometric roadway modifications. Construction would be completed in 2026. The proposed improvements were previously identified in the City's SRTS Plan and are located throughout the city supporting Sweeney Elementary, Eagle Creek Elementary, Sun Path Elementary and Shakopee High School.

Recommendation:
Adopt Resolution R2025-007.

Budget Impact:
The City is requesting up to $350,000 in funding to construct the SRTS infrastructure improvements. No local match is required, however the City must fund the engineering, right of way, inspection and other non-SRTS eligible costs, as well as SRTS -eligible items in excess of the SRTS Infrastructure Grant amount. If successful, the City's funding for those items would be recommended to be programmed in the 2026-2030 Capital

Improvement Plan and paid for from the Capital Improvement Fund.

Attachments:
Resolution_R2025-007.pdf

RESOLUTION R2025-007
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING THE CITY TO SUBMIT MINNESOTA DEPARTMENT OF TRANSPORTATION SAFE ROUTES TO SCHOOL INFRASTRUCTURE PROGRAM GRANT APPLICATIONS

WHEREAS, up to $8.5 million in Safe Routes to School (SRTS) funding is available, with a minimum of $50,000 and cap of $1,000,000 for each project, and

WHEREAS, the City of Shakopee supports the submittal of three applications made to the Minnesota Department of Transportation (MnDOT) Safe Routes to School (SRTS) Infrastructure Program Grant, and

WHEREAS, the applications are to obtain up to $350,000 in funding to construct SRTS infrastructure improvements at Sweeney Elementary School, Eagle Creek Elementary School, Sun Path Elementary School and Shakopee High School, and

WHEREAS, the City of Shakopee pledges its support to fund engineering, right of way, inspection and other non-SRTS eligible costs, as well as SRTS-eligible items in excess of the SRTS Infrastructure Grant amount.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS: if the City of Shakopee is awarded one or more grants by the Minnesota Department of Transportation the City of Shakopee agrees to accept the grant award(s) and may enter into an agreement for the above-referenced projects. The City of Shakopee will comply with all applicable laws, requirements, and regulations as stated in the grant agreement.

Adopted in the regular session of the City Council of the City of Shakopee, Minnesota, held this 7th day of January 2025.

_____
Matt Lehman,
Mayor of the City of Shakopee

ATTEST:

_____
Heidi Emerson
Deputy City Clerk

Prepared by:
City of Shakopee
485 Gorman Street
Shakopee, MN 55379

Agenda Item: Declare one vehicle as surplus property and authorize disposal
Prepared by: Josh Davis, Sergeant
Reviewed by:

Action to be considered:
Declare one vehicle as surplus property and authorize disposal.

Motion Type:
Approve

Background:
The vehicle was obtained through forfeiture proceedings and is described as follows:

1. 2011 Chevrolet Impala, VIN: 2G1WA5EKXB1184815

The vehicle is unsuitable for resale and will be junked.

Recommendation:
Approve policy/action as requested.

Budget Impact:
None.

Attachments:

Agenda Item: Award Installation of Quarry Lake Picnic Shelter to RIC
Prepared by: Michael Kerski, Planning and Development Director
Reviewed by: Michael Kerski

Action to be considered:
Approve award.

Motion Type:
Approve

Background:
The purchase of the shelter has been previously been approved by Council. Staff sought proposals for the installation. Greystone was the low bidder for the footings and foundations, which have already been installed. RIC was the low bidder for the installation of the shelter, electrical work and the concrete slab. Work will be done this spring.

Recommendation:
Award contract to Residential Improvement Contractors Inc. (RIC) for the installation of the shelter totaling $92,070

Budget Impact:
Out of Park Development Funding for Quarry Lake.

Attachments:
Quarry Lake - Picnic Shelter -RFP- Shakopee- Graystone.pdf
City of Shakopee Quarry Park Proposal-RIC.pdf

GREYSTONE
CONSTRUCTION

Proposal

Prepared for Bill Delaney

City of Shakopee
Quarry Lake Picnic Shelter

Shakopee, MN

10/31/2024

Poligon Architectural Plans Dated 10/10/2024

Scope of Work

Total Project Costs ***$140,785***

- **Concrete**
  - Footings
    - (6) 4 feet diameter x 6 feet deep
    - #8 Vertical Bars
    - #4 horizontal ties at 16” O.C.
  - Slab
    - 46 feet x 32 feet x 6 inch deep (approx. 1,472sqft) main
      - #4 Rebar
      - 4500 PSI
      - 6 inch class 5 compacted
      - Light Broom finish
    - 7 feet x 10 feet x 6 inch deep (approx. 70sqft) sidewalk
    - 8 feet x 10 feet x 6 inch deep (approx. 96 sqft) bike parking
    - 30” x 30”

- **Metals**
  - Install metal shelter according to plans listed on proposal
    - All materials associated with building provided by owner
  - *Set owner provided Bike rack*
  - *Set owner provided Grill*

- **Electrical**
  - Trenching and backfill from existing restroom building to new Shelter area - 250'
  - Trenching and backfill between shelter legs power is located - 60'
  - Provide and install 3/4 PVC and 10 AWG wire to power the receptacles
  - Provide and install 20A WR GFCI with locking extra heavy-duty metal covers.
  - Install circuits in existing panel
  - *Assumptions*
    - *There is adequate room for adding the circuits in the existing panel*
    - *There are conduits from the panel to green space and sleeves under the 2 sidewalks.*
    - *Soil is adequate to trench at least 18' deep before we hit bedrock.*
- **Landscaping**
  - Irrigation
    - Repair for project area
    - New pop-ups
  - New Sod for disturbed project area
    - 6” topsoil

Breakdown of pricing

1) Concrete Footings and electrical sleeves - $22,150
   a. Approx. 3-4 Days
2) Building Construction and Electrical - $66,750
   a. Approx. 3 weeks
3) Concrete Flatwork, site furniture and landscaping - $51,885
   a. Approx. 5 Days

Exclusions *(unless noted in scope above)*

- Design and Code Compliance
- Engineering/Architectural Design
- Permits
- Utility/Private Locates
- Signage
- Unforeseen Below Grade Conditions
- SWPP Permit and Management
- Hazardous Materials
- Material Testing
- Special Inspections
- Winter Conditions
- Temp Enclosures
- Electrical
- Fire Suppression
- Mechanical/HVAC
- Plumbing
- Irrigation
- Security Equipment
- Landscaping
- Seed/Sod

Clarifications

- Work to be performed between Monday and Friday during regular hours
- No overtime or weekend work included
- This proposal may be withdrawn by Greystone if not accepted within 30 days
- Upon acceptance of this proposal, all notations as stated above shall be incorporated as part of the contract documents unless otherwise noted
- The attached Terms of Agreement are part of this Proposal

Proposal Prepared By



Christian Mertz, Project Manager
Greystone Construction | Facility Solutions Division

Email: CMertz@greystoneconstruction.com
Office: 952-278-1136 | Mobile: 612-979-5818

Terms of Agreement

1. **The Work**. Contractor agrees to perform, and Owner agrees to accept, the work described per the attached Proposal.
2. **Contract Price.** Owner agrees to pay to Contractor for the Work in the sum identified in the attached Proposal.
3. **Payment Terms**. Invoice upon Completion, Due Net 30 Days, No Retainage. At Contractor's option, monthly progress invoices for projects exceeding 45 days or that require vendor down payment(s), Due Net 30 Days, No Retainage. Payment due but unpaid shall bear interest at the legal rate.
4. **Insurance**. Contractor shall secure and maintain insurance policies and limits per the attached sample insurance certificate. Owner shall secure, name contractor as additional insured, and maintain policies of property (builder's risk) and general liability insurance which include coverage for the Work. The parties waive all rights against each other and any of their agents and employees for damages caused by the other to the extent such damages are covered by any of the insurance policies required herein. Prior to the commencement of the Work, each party shall deliver to the other certificates of insurance evidencing the existence of the required insurance.
5. **Claims for Consequential Damages.** The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
6. **Covenant/Completion of the Work**. Contractor shall complete the Work per the schedule outlines. If the progress of the Work is delayed by inclement weather, delays in delivery of materials, acts of God or other casualties or causes beyond Contractor's control, then the time to commence and/or complete the Work herein shall be extended accordingly along with applicable damages, if any.
7. **Indemnification**. Contractor, shall indemnify and hold harmless the Owner, its agents and employees, from and against any claims, damages, losses and expenses, arising out of or resulting from the performance of the Work, but only to the extent caused solely by the negligent acts or omissions of Contractor, its subcontractors, anyone directly or indirectly employed by Contractor. Owner agrees to indemnify and hold harmless the Contractor and Design Consultants, and all Subcontractors and Subsubcontractors of Contractor, harmless from all claims for bodily injury, property damage to the extent that such claims are caused by a negligent act or omission of the Owner, its subcontractors, anyone directly or indirectly employed by the Owner and arise from the Owner's operations under this Agreement.
8. **Warranty**. The Contractor warrants to the Owner that all materials and equipment furnished under this Agreement will be new, unless otherwise specified, and that all Work will be of good quality, free from improper workmanship, and defective materials, and in conformance with the Drawings and Specifications. The Contractor agrees to correct all Work performed by it under this Agreement which proves to be defective in material and workmanship within a period of one year from the Date of Substantial Completion. The giving of the warranty in this Section shall not be construed to limit or modify any other legal rights or remedies of the Owner, but shall be in addition to such rights and remedies.
9. **Permits**. Party responsible to obtain and pay for the building permit and any other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work will be per the attached Proposal.
10. **Condition of Site**. Owner shall provide Contractor with information regarding the condition of the site prior to commencement of construction, including surveys, soils reports and information regarding underground utilities, tanks or other buried equipment or obstructions. Contractor shall not be responsible for damage to known or not known private underground utilities, tanks or other buried equipment or obstructions not clearly disclosed to Contractor prior to commencement of the Work.
11. **Existing Conditions**. When bound by existing conditions for any work consisting of "replacement in kind" the contractor endeavors to achieve such results with commercially available materials, but does not guarantee exact replication nor warrant that the replacement will meet current codes.

12. **Environmental Hazards.** Owner is responsible to notify contractor of any known environmental hazards. Owner is responsible for damages and delays for abatement of any known or unknown environmental hazards uncovered during construction.

13. **Use of Site**. Owner shall provide Contractor with open access to the site for purposes of performing the Work.

14. **Clean Up**. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.

15. **Governing Law**. These Terms of Agreement shall be governed by the laws of the place where this project is located.

16. **Notice of Lien Rights**.

    Pursuant to Minn. Stat. § 514.011, if construction on non-commercial building or commercial building of 5000 square feet or less Contractor provides the following notice to Owner:

    (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.

17. **Entire Agreement**. Terms of Agreement, together with the Proposal constitute the entire Agreement between the Contractor and the Owner with respect to the Work. The Agreement may be amended or modified only in writing and signed by both of the parties. Acceptance of unmodified Agreement is triggered upon the earliest of the following: 1) issuance of an owner PO; 2) notice to proceed; 3) start of the Work.

Terms agreed to by:

OWNER		**CONTRACTOR**	
		Greystone Construction Company	
By	_____	By	_____
Title	_____	Title	_____
Date	_____	Date	_____

RESIDENTIAL IMPROVEMENT CONTRACTORS INC.

BBB ACCREDITED BUSINESS

LP BUILDING PRODUCTS SMARTSIDE TRIM & SIDING

LEAD-SAFE EPA CERTIFIED FIRM

OWENS CORNING PREFERRED CONTRACTOR

James Hardie

Wade Kranz
O 952.736.5930
C 612.220.1851
E wade@ric-mn.com

Construction Proposal

Prepared For
City of Shakopee – Quarry Park
November 6, 2024

Location
6201 Innovation Blvd.
Shakopee, MN 55379

RIC, Inc.
160 Market Street South
Shakopee, MN 55379
952.736.5930
www.ric-mn.com
License #639105

Scope of Work

Includes Labor & Materials: Quarry Park Picnic Shelter (Plans Provided by City)

Phase 1: Footings

- Excavate (6) footings per plan.
    - City to locate footings prior to excavation.
    - Footings to be 4′ diameter by 6′ depth.
- Pour footings at excavated locations.
    - Electrical sleeve at (2) footings included.
    - Footings to be per specs on sheet 2.1 of plans provided by city.

Phase 2: Building + Electrical

- Erect steel structure per provided plans.
    - All material to be provided by city.
- Install tongue and groove at roof of steel structure.
    - All material to be provided by city.
    - Tongue and groove to be factory stained.
- Install Mid-Rib roofing per provided plans.
    - All material to be provided by city.
- Install all electrical per provided plans.
    - (1) breaker in restroom panel.
    - PVC conduit and #2 aluminum wire.
        - Estimate does not include trenching through limestone.
    - (2) ground rods.
    - (2) pole GFI breaker.
    - (2) LED 8′ lights.
    - (2) conduit stubs into bases.
    - (2) GFCI lockable on posts.
    - Estimate does not include prevailing wages.

Phase 3: Flatwork

- Remove existing topsoil as needed to allow for pouring of concrete pads.
- Install all concrete pads per site plan.
    - 46′x32′ shelter pad
    - 8′x12′ bike rack pad
    - 7′x10′ grill pad
    - 30″x30″ trash pad
- Install charcoal grill.
    - Grill to be provided by city.
- Install bike rack at concrete pad.

RIC, Inc. *160 Market St. S* Shakopee, MN 55379
License #639105

- Supply/Install 6" top soil and sod at all disturbed areas.
    - Final grade and sod allowance of $9,000.00 included in estimate.
- Coordinate irrigation changes with Park Dept.
    - Supply new pop-ups and sleeving at north and west sides of shelter.
    - Irrigation allowance of $5,000.00 included in estimate.

Note: All permits to be supplied by city.

General Practices

(This section is a template which applies only to the "Scope of Work" listed. Some items may not apply)

Building Requirements:

- Provide all necessary building permits.
    - All work is to conform to and will be inspected by the local building official.

Jobsite Preparation:

- All necessary dumpsters, portable lavatories and jobsite containers are to be placed on site in locations agreed upon by the client and the contractor.
- Home will be protected with 6mil poly for the duration of remodeling.
- RIC, Inc. will provide reasonable protection to maintain the current condition of all landscaping, driveways, A/C, decks, etc.
    - RIC, Inc. is not responsible for repair costs. (if any)

Site Cleanup:

- Clean up site and remove all job related debris daily.
- Upon project completion, provide final professional cleaning to all areas where work has been performed. Includes windows, floors, mirrors, etc.

Miscellaneous:

- All surplus materials are the property of the contractor.
- Any upgrades to prior construction which is required by the current building codes are only included when stated in the scope of work:
    - RIC, Inc. will attempt to identify any possible code violations, but is not responsible for prior work completed by others.

Notes:

- **CONTRACTOR TO SUPPLY WORKMANSHIP WARRANTY, PURSUANT TO MINNESOTA STATUTE 327a.**
- All change orders are to be agreed upon by all parties in written form.
    - Change orders are billed at $65/ hr. plus materials.

- RIC, Inc. agrees to obtain, maintain and pay for any insurance required by this agreement or by law, to include without limitation, workers compensation, commercial general liability insurance, comprehensive automobile liability insurance and contractors risk insurance, protecting the Contractor and client's against claims for bodily injury or death or for damage to property occurring upon, in or about the project arising out of the contractor's work. RIC, Inc. shall name homeowners as an additional insured under its policies.
- It is acknowledged that RIC, Inc. will install a yard sign to assist deliveries as well as to advertise. RIC, Inc. also reserves the right to photograph the work performed for future advertising purposes.
    - RIC, Inc. will not use customer names or addresses unless prior approval is obtained from the client.
    - RIC, Inc. will add clients to a list to be provided to potential clients as references.

Homeowner Responsibilities:

- Please be cautious, keep children & pets away at all times. Wear proper footwear.
- Removal & storage of all items of value from all work zones.
- Removal of all items on the interior of walls which cladding is to be removed.
- Removal & re-installation of specialty window treatments.
- All charges incurred by the homeowner's security provider.
- RIC, Inc. urges all homeowners to monitor caulking & maintain as necessary.
- Any homeowner's architectural review committee details or approvals.

Payment Terms

15% OF THE TOTAL CONTRACT IS DUE AT CONTRACT SIGNING. UPON COMMENCEMENT OF WORK WEEKLY PROGRESS PAYMENTS ARE TO BE MADE AT THE PERCENTAGE OF WORK COMPLETED. FINAL PAYMENT IS DUE UPON FINAL HOMEOWNER/ CONTRACTOR WALKTHROUGH & APPROVAL. PAYMENTS ARE DUE WITHIN 15 DAYS OF INVOICING. RIC, INC. HAS THE RIGHT TO STOP WORK IF PAYMENTS ARE NOT HELD CURRENT.

NOTICE OF INTENT TO LIEN: (please read carefully)

- **IN ACCORDANCE WITH SECTION 514.011 OF THE MINNESOTA STATUTES, YOU ARE HEREBY NOTIFIED:**
    a. **ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIAL FOR THE IMPROVEMENT TO YOUR HOME 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 AND MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNT DUE THEM FROM US UNTIL 120 DAYS AFTER THE 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 TIMELY NOTICE.**

This proposal is void unless we receive a signed copy of the proposal from you within (30) days of the proposal date.

Phase 1: Footings	**Total: $**	**27,095.00**
Phase 2: Building + Electrical	**Total: $**	**42,765.00**
Phase 3: Flatwork	**Total: $**	**49,305.00**

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to complete the work as specified. Payments will be paid as outlined above.

Signature: _____ Date: _____

Accepted By: **RIC, Inc.**

By: _____ Date: _____

Its: _____

Agenda Item: Contract with Kompan for Playground Equipment and Installation for Killarney Hills
Prepared by: Michael Kerski, Planning and Development Director
Reviewed by: Michael Kerski

Action to be considered:
Approve proposal.

Motion Type:
Approve

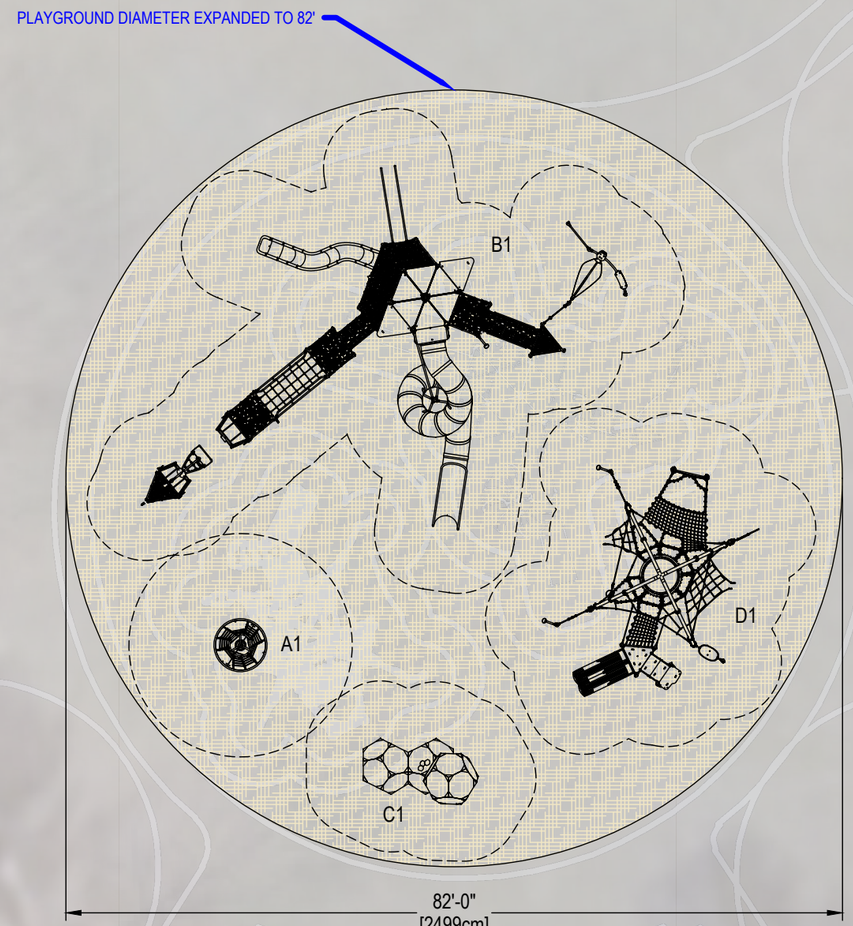
Background:
Staff worked with HTPO on a number of concepts that were circulated on Social Pinpoint and feedback provided. This is an active playground design for various ages. The remainder of the park will have new trees, sidewalks and be planted with turf and a native meadow under the powerlines.

The remainder of the construction ($280,154) is in the process of being bid out but because of long lead times for playground equipment and price changes, we need to order these pieces now.

Recommendation:
Approve Proposal for $419,846 from, Kompan that includes equipment, engineered mulch, and installation for the Killarney Hills Park

Budget Impact:
Budgeted in CIP as PR-22-005, $700,000 being funded by Park Development funds from Emblem Apartments and Summerland single family homes.

Attachments:
Killarney Hills_12-27-24 Site Plan.pdf
Bloqx climber12-27-24.pdf
Lg Tower and clf rdr12-27-24.pdf
Mini dome w-slide12-27-24.pdf
twister12-27-24.pdf
Sales_Proposal_SP145995-12-27-24.pdf



#	Product Number	Product Name	M.F.H.	Count
A	COR203301-xx03	Inclusive Twister	7'4"	1
B	PCTG201107-ASTM			1
C	BLX410303-xx17	BLOQX 3	9'10"	1
D	CRP810201-0902	Mini Dome with Slide	4'2"	1

MAINTENANCE OF ASTM F1951 COMPLIANT LOOSE FILL SURFACING IS THE RESPONSIBILITY OF THE SITE OWNER TO ENSURE ADA REQUIREMENTS FOR PATH OF TRAVEL.

EWF AREA: 5282 SF
PERIMETER: 258 LF

City of Shakopee
Killarney HillS

3150 Eagle Creek Blvd.
Shakopee, MN 55379
Site Plan

0 16 32

1/16"=1'-0" ON 11" x 17" SHEET

MANUFACTURER'S SHOP DRAWING:

FOR USE BY CONTRACTOR, ENGINEER, OR DESIGN PROFESSIONAL OF RECORD. SEE SIGNED SALES PROPOSAL FOR COMPLETE SCOPE TO BE PROVIDED BY KOMPAN OR REPRESENTING AGENCY. CONFIRM FINAL PLAN AND SCOPE WITH KOMPAN SALES REP OR PROJECT MANAGER PRIOR TO USE FOR REVIEW, PERMITTING, OR CONSTRUCTION.

TO BE READ CONTINGENTLY WITH KOMPAN'S STANDARDS FOR SITE PREPARATION, MATERIALS AND INSTALLATION PROCESSES; PROVIDED AFTER EQUIPMENT PURCHASE. A COMPLIANT PLAYGROUND TO KOMPAN'S STANDARDS MUST SATISFY ALL REQUIREMENTS IN THE CODE OF CONDUCT.

SLAB BY OTHERS UNLESS OTHERWISE NOTED. FOR SURFACE MOUNT OPTIONS, THE CONCRETE REQUIREMENTS MAY BE UP TO 5½" OF 3,500 PSI MINIMUM COMPRESSIVE STRENGTH. CONTACT KOMPAN FOR SPECIFIC PRODUCT REQUIREMENTS. ALL COMPOSITE STRUCTURES SHOWN REQUIRE A SITE GRADE OF 2% MAXIMUM, 1% OPTIMAL. SPECIFICATIONS FOR EACH KOMPAN STRUCTURE MAY BE FOUND AT KOMPAN.COM/KOMPANMASTER

DIMENSIONS OF PLAY AREA, SIZE AND ORIENTATION, LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT AND SITE FURNISHINGS TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

PREPARED AND PRINTED IN USA BY KOMPAN © 2024 KOMPAN, INC. AUSTIN, TX. USA 800-426-9788

KOMPAN® Let's play

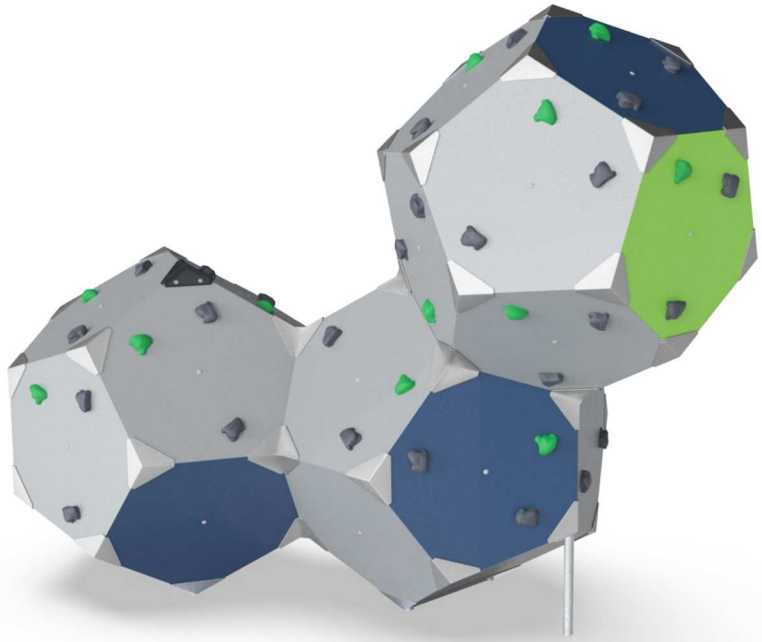
SALES REPRESENTATIVE John Engfer			SHEET
REVIEW BY DESIGN	DRAWN BY AndAnt	DATE 12/06/2024	K1.0
REV. NO. -	REV. BY -	REV. DATE -	REVISION NOTES -

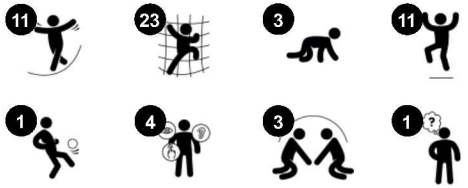
LAYOUT IS IN ACCORDANCE WITH ASTM F1487

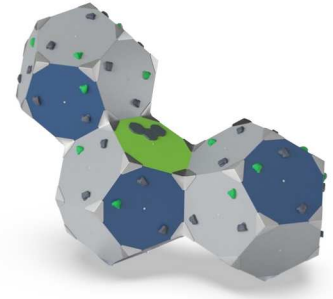
BLOQX 3

BLX4103

Item no. BLX410302-3717	
General Product Information	
Dimensions LxWxH	12'4"x7'0"x9'10"
Age group	5 - 15
Play capacity (users)	16
Color options	





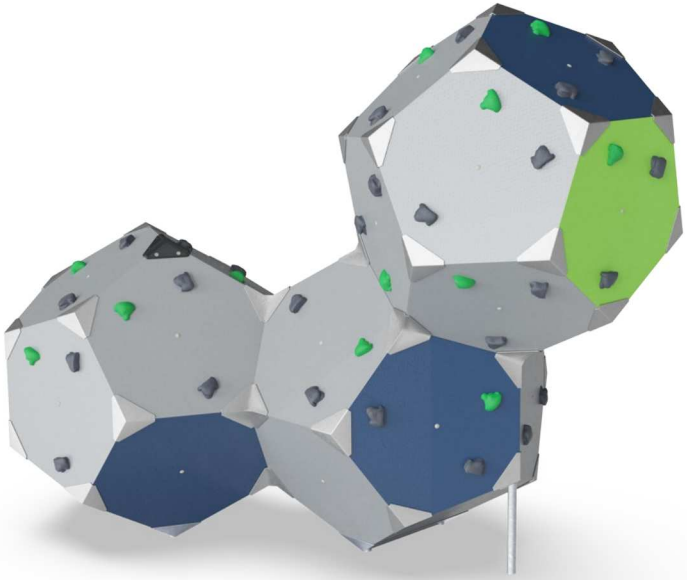


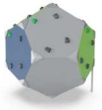
The iconic, geometric shaped blocks motivate climbing in teenagers and older children. With its sculptural look and professional climbing grips, BLOQX™ invites scalable climbing challenges and games to grow with. The ridges and valleys in the design allow room for socializing and exchanges. The possibility for children to climb, crawl and balance at their own speed makes the BLOQX™ a safe stage for children at different climbing levels. The creation of new climbing routes and methods of climbing with friends or individually makes for hours of thrill and climbing play. The varied grip and panel positions train muscle strength and motor skills such as cross-body coordination, proprioception and spatial awareness. These positively affect concentration skills. Thinking skills are used when climbers figure out new routes. Social-emotional skills such as consideration are used when playing with others.

Data is subject to change without prior notice.

BLOQX 3

BLX4103





Inclined panels
Physical: sense of balance when seated for breaks, and proprioception. Bone density when jumping down. Bone density is built up in youth to last the rest of your life. **Social-Emotional:** meeting points from where to help other children. Turn-taking and helping out are common activities on the BLOQX™.



Multiple climbing blocks
Physical: develop sense of balance, proprioception and spatial awareness. Heavy duty training of arm, leg and core muscles when climbing longer. More points for strengthening bone density when jumping down. **Social-Emotional:** cooperation, consideration, turn-taking, risk-taking, self-confidence when self-regulating and helping others. **Cognitive:** logical thinking when figuring out longer routes.



Meeting point
Physical: sense of balance when seated for breaks on an inclined surface. **Social-Emotional:** socializing, turn-taking, consideration of others.



Climbing grips
Physical: dexterity and cross-body coordination, sense of space, all important in navigating the body in space. Pushing, pulling and using fingers, arms, legs and core, strengthen the muscles.



Climbing grips grid
Cognitive: logical thinking when figuring out routes and memorizing position of grips you can't see when climbing.

Data is subject to change without prior notice.

BLOQX 3

BLX4103



High pressure moulded PP climbing panels with excellent impact strength and usable within a large temperature span. The panel are made from 75% post-consumer recycled materials in bright colors. Teal color is made from 75% ocean waste.The outside surface has an integrated pattern and surface texture that is dirt repellent.



Die-casted corner brackets of high quality lead free aluminium. The corner brackets have nicely rounded edges and countersunk stainless steel screws. For sunny environments the corner brackets can be supplied with optional powder coating which reduced the heat absorption of the brackets.



Climbing Grips are KOMPAN customized design, based on professionally designed climbing grips for optimal play value. The base material is polyester. There are two colors of climbing grips (green & black) and three on each panel. They are rotation secured by a steel pin.

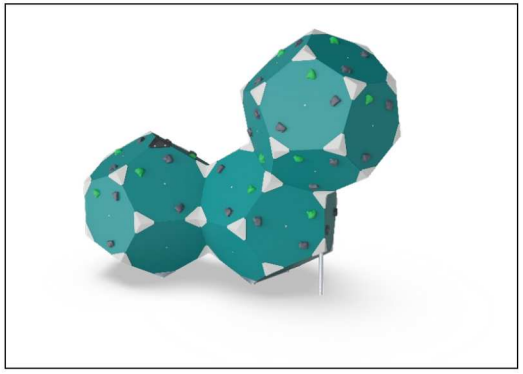
Item no. BLX410302-3717	
Installation Information	
Max. fall height	9'10"
Safety surfacing area	371ft²
Total installation time	21.1
Excavation volume	1.37yd³
Concrete volume	0.42yd³
Footing depth (standard)	2'11"
Shipment weight	986lbs
Anchoring options	In-ground ✓
	Surface ✓
Warranty Information	
Climbing grips	10 Years
Climbing panels (PP)	10 Years
Corner brackets	10 Years
Hot dip galvanized steel	Lifetime
Spare Parts Availability	10 Years



The cubes are supported by a unique designed footing system that secures the correct positioning of the cubes.



To ensure maximum safety in all weather conditions a non-skid safety plate is located when climbing down from the elevated cube. Further, a number of the top corner brackets are covered with soft PUR.



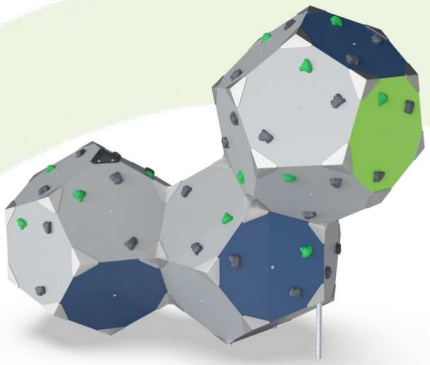
Greenline Bloqx products are built of molded PP panels that consist of 75% recycled post-consumer ocean waste and 25% virgin material. The panels are designed with a unique pattern that provides a non-skid surface texture. GreenLine ensures the lowest possible CO2e emission factor.

Elevated activities **0**	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	**0**	**1**	**1**
Required	**0**	**1**	**1**

Data is subject to change without prior notice.

Sustainability Data

BLX4103



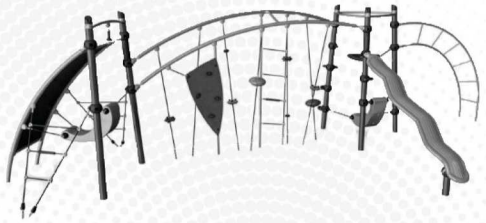
Cradle to Gate A1-A3	Total CO_2 emission	CO_2e/kg	Recycled materials
	kg CO_2e	kg CO_2e/kg	%
BLX410302-3717	636.38	1.84	62.31

The overall framework applied for these factors is the Environmental Product Declaration (EPD), which quantifies "environmental information on the life cycle of a product and enable comparisons between products fulfilling the same function" (ISO, 2006). This follows the structure and applies a Life-Cycle Assessment approach to the entire Product stage from raw material through manufacturing (A1-A3))

Kompan A/S
C.F. Tietgens Boulevard 32C
DK-5220 Odense SØ
Denmark

Validation of CO_2 calculation method
BUREAU VERITAS
HSE Denmark A/S

Verification of CO_2 calculation of: Challengers & Climbers



Data version no. 20213-10-05

The CO_2 calculation and data are in compliance with the principles of a carbon footprint impact according to the GHG protocol (Greenhouse Gas Protocol), Scope 3, cradle to gate related to all individual components in the product category: "Challenger & Climbers" represented by item no.: GXY941032-3717.

(Scope 3 emissions include emission sources in the upstream and downstream value chain).

Date: 30. October 2023 | Valid until: 30. October 2025
Verified by:

Julie Marie Vejsgaard Larsen, LCA & EPD Consultant

Verification based on report: Validation of CO_2 calculation of 9 categories of Kompan product line, version 1.0, prepared by: Bureau Veritas HSE, Denmark: Julie M. V. Larsen.

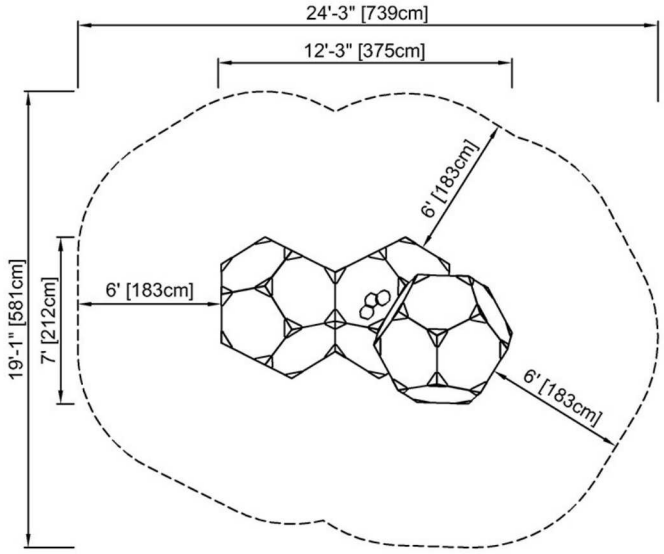
Publication date: 30. October 2023

By Bureau Veritas HSE
www.bureauveritas.dk
+45 7731 1000

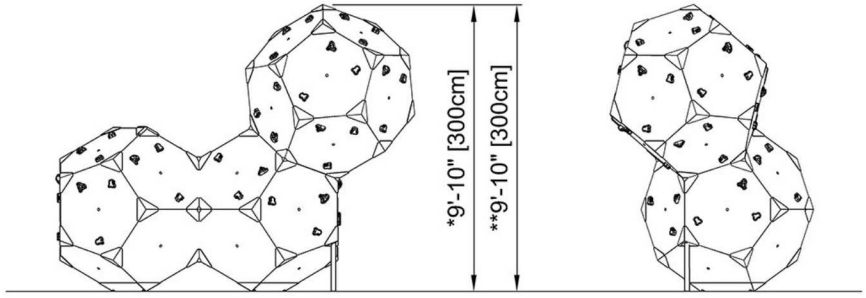
BLOQX 3

BLX4103

* Max fall height | ** Total height | *** Safety surfacing area	* Max fall height | ** Total height



BLX410302
* 9'-10" / 300cm
** 9'-10" / 300cm
***371.4ft² / 34.5m²



BLX410302

Click to see TOP VIEW	Click to see SIDE VIEW

Data is subject to change without prior notice.

Binding approval for Variant Design

When pressing "Prepare to order" in CRM all purchases are subject to this design. This design is defined under its own KOMPAN identification number, which is stated in upper right corner. All constructional details, dimensions, materials, colours and specifications shown on attached datasheets (plan, side, perspective view + safety zone) are hereby accepted when placing the order. Changes are no longer possible.

Notwithstanding the aforementioned and without changing the overall design, Variant Team may in the construction phase, without obtaining approval, perform smaller modifications when deemed beneficial or necessary for the construction. All other modifications are subject to prior approval.

KOMPAN Let's play 35



PCTG-CUSTOM

201107

Variant of:	PCT111231-0902 and PCM212731-0904
Footings:	90 cm
Decks:	PP

Designer PetPop
Created 26.11.2024

PLEASE NOTE: THIS IS A SKETCH

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PCTG-CUSTOM

201107



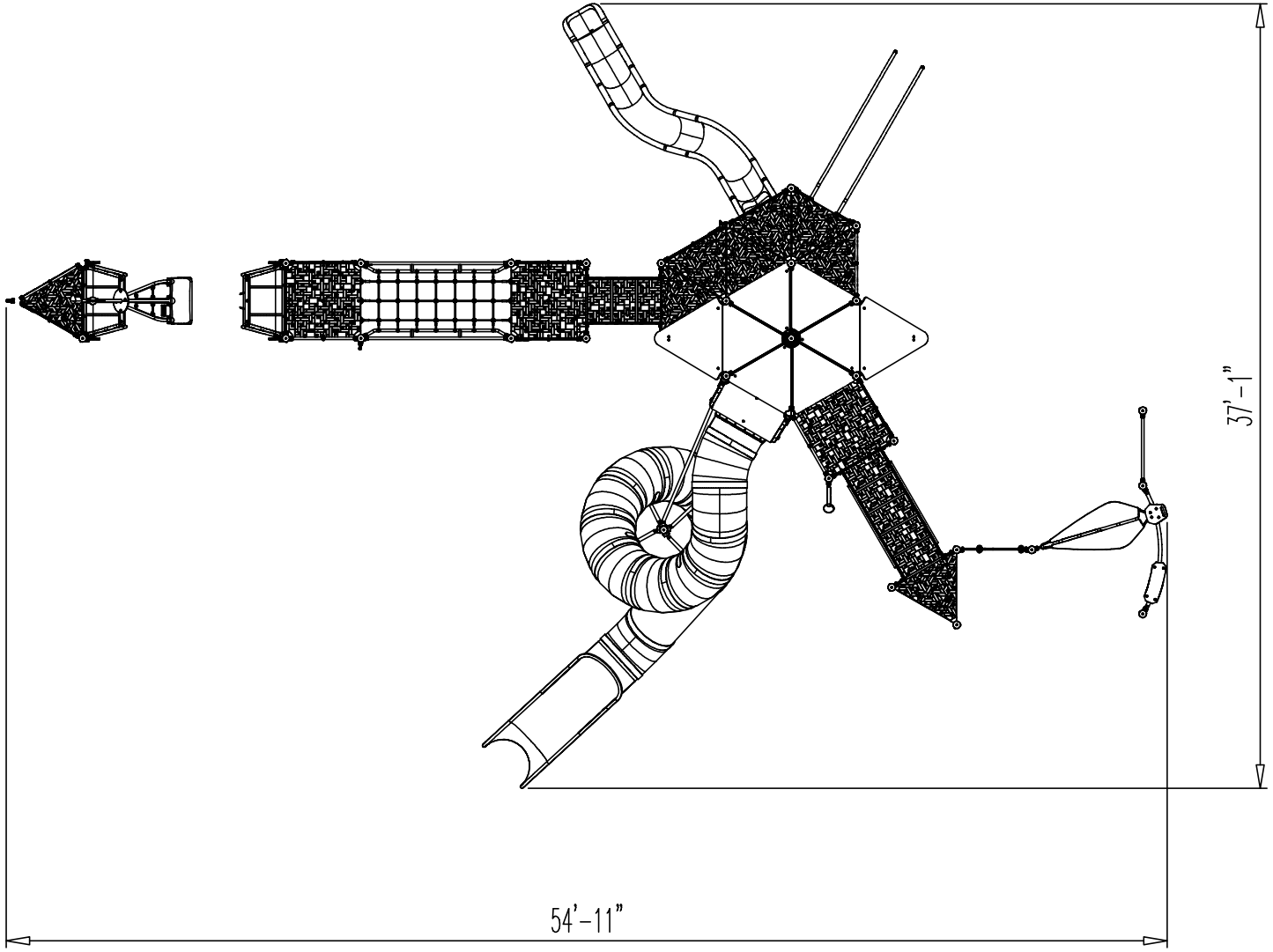
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PCTG-CUSTOM

201107

1':1/8"



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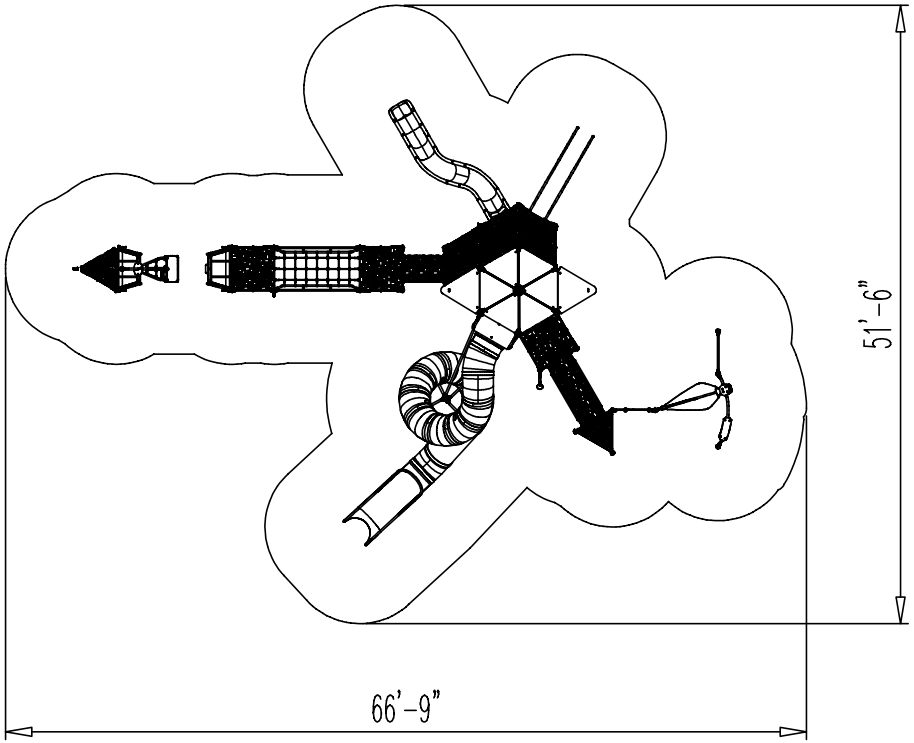
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ASTM F1487

PCTG-CUSTOM

201107

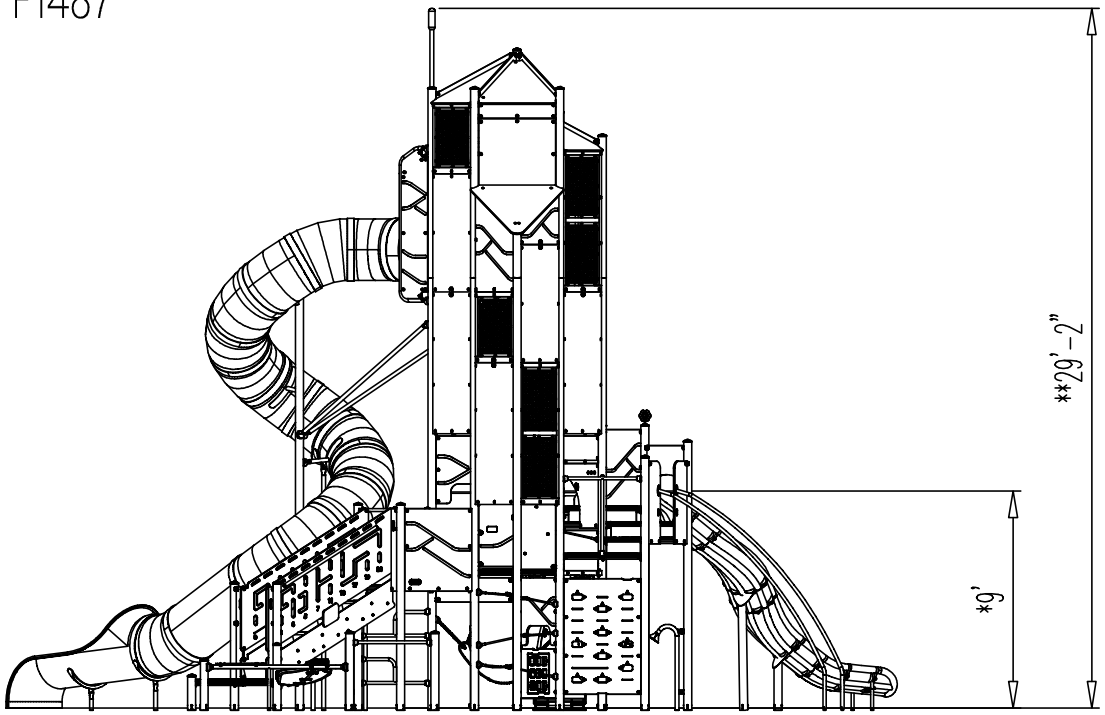
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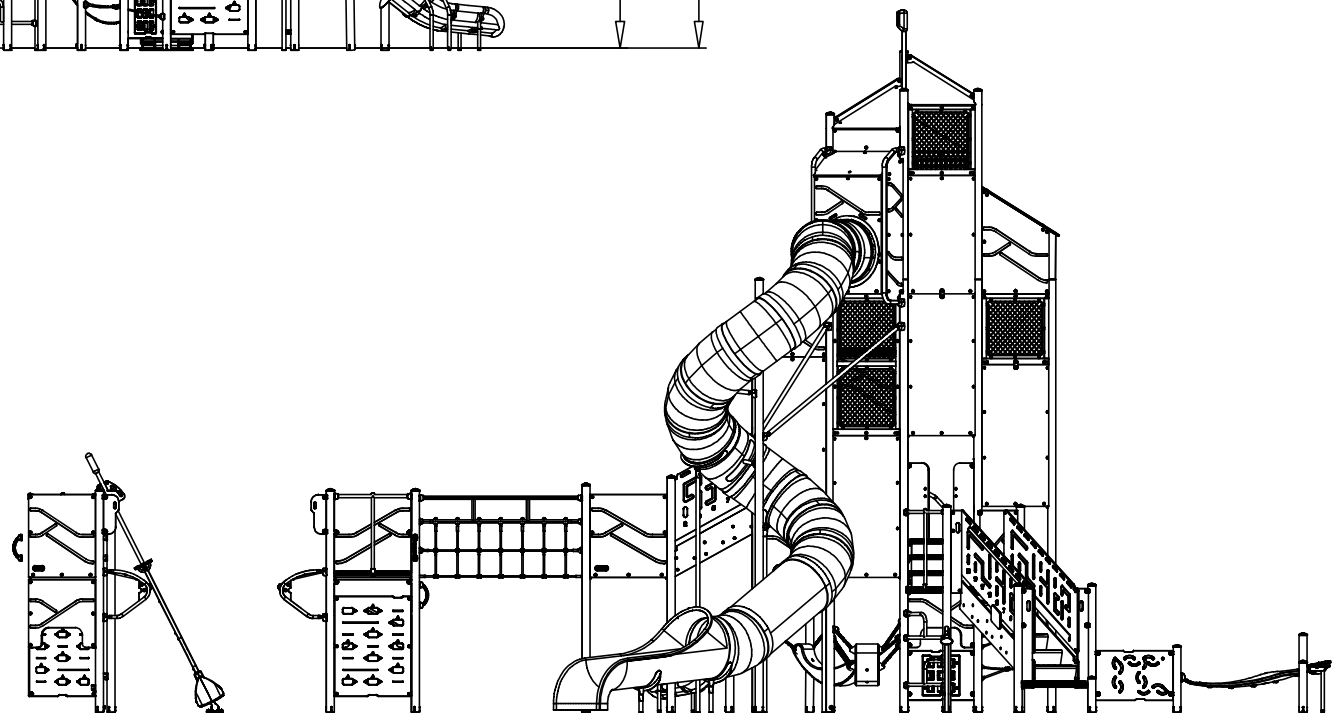


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ASTM F1487





PCTG-CUSTOM

201107

1':1/8"

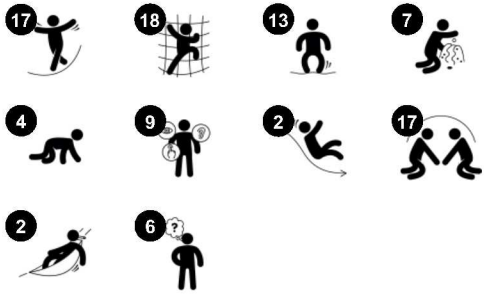
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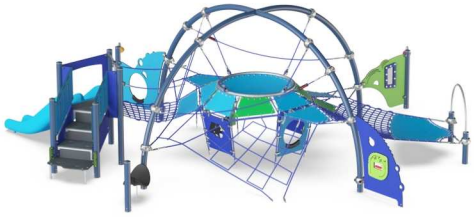
Mini Dome with Slide

CRP810201

Item no.	
General Product Information	
Dimensions LxWxH	24'7"x24'3"x8'4"
Age group	2 - 5
Play capacity (users)	42
Color options	







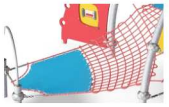
Marvellous Mini Dome repeatedly amazes children with its richness in play, variation, and detail. The Dome can be entered from all over: bouncy membranes, nets, climbing ropes, and stairs take the toddlers to the top membrane circle. This bouncing viewpoint invites friends to meet. Under it, a cozy den is created with varied climb or peep-through membranes inviting play classics such as peek-a-boo. The panels and hammock around the central nets allow for dramatic play and exploration with sensory details. The slide is a play magnet and completes the play offerings that train motor skills such as balance, coordination, and proprioception. These are fundamental in moving the body confidently and securely.

The varied movements also instill an understanding of space, shapes, and measures, which is fundamental to understanding mathematics. The Mini Dome offers great play capacity, so children learn turn-taking skills and make friends through play.

Data is subject to change without prior notice.

Mini Dome with Slide

CRP810201



Inclined net with membrane
Physical: the inclined net supports the upward climbing movement of the body, which stimulates cross-body coordination and muscle strength. The bouncy membrane develops the sense of balance when children jump, stand or sit here. **Social-Emotional:** the big net allows for more children to be active together, seated or lying.





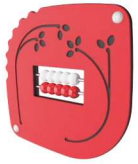
Double slide
Physical: sliding develops spatial awareness and a sense of balance. Furthermore, the core muscles are trained when sitting upright going down. **Social-Emotional:** invites socializing, supports parent-child and peer-to-peer play. **Cognitive:** young children train their understanding of space, speed and distances when sliding down quickly.



Mirror
Cognitive: understanding of individuality and self expression. Stimulates dramatic play and so language and communication development.



Window with curtains
Physical: tactile stimulation supports sensory skills, when children explore characteristics of the materials. **Social-Emotional:** social interaction between inside and outside, supporting taking turns and cooperation skills. **Cognitive:** understanding object permanence when playing, e.g. peek-a-boo. Dramatic play support, encouraging language skills. **Creative:** leaving a mark, deciding how to place curtains.



Abacus
Cognitive: supports understanding of measurement.



Top circular membrane
Physical: the sense of balance and space is supported when entering the slightly bouncing membrame. This trains the understanding of time, space and measures important in moving the body in securely. **Social-Emotional:** children develop courage when climbing and being up high. This positively affects self-confidence. The top membrane provides a great place to be together with friends.



Crawl-through hole
Physical: the hole allows for climbing and crawling through, developing cross coordination, proprioception and spatial awareness. **Social-Emotional:** cooperation and turn-taking when passing one another. **Cognitive:** understanding space, shape and measurements when seeing if the body can fit through the hole.

Data is subject to change without prior notice.

Mini Dome with Slide

CRP810201



Panels of 19mm EcoCore™. EcoCore™ is a highly durable, eco-friendly material, which is not only recyclable after use but also consists of material produced from +95% recycled post-consumer material from food packing waste.



The steel arches are hot dip galvanized inside and outside with lead free zinc. The galvanization has excellent corrosion resistance in outside environments and requires low maintenance.



The slides can be chosen in six different colors and two materials: Molded PE slides made with 33% post-consumer materials or full stainless steel in a one-piece design for more vandalism-proof solutions.

Item no.		
Installation Information		
Max. fall height		4'2"
Safety surfacing area		921ft²
Total installation time		
Excavation volume		
Concrete volume		
Footing depth (standard)		
Shipment weight		
Anchoring options	In-ground ✓	
	Surface ✓	
Warranty Information		
Corocord Rope		10 Years
EcoCore HDPE		Lifetime
Hollow PE Parts		10 Years
Hot dip galvanized steel		Lifetime
Spare Parts Availability		10 Years



Ropes of UV-stabilized PES rope strands with inner steel cable reinforcement. The polyester yarn is made of +95% Post-consumer materials and is inductively melted onto each strand to obtain excellent wear and tear resistance.



Corocord 'S' clamps are used as universal connections in Corocord products. 8mm stainless steel rods with rounded edges are pressed around the ropes with a special hydraulic press, making them the ideal connector: safe, durable and vandalism-proof, all while allowing the typical movement of rope play structures.



The Corocord Smart Clamps are carefully designed to ensure superior flexibility in high-quality aluminum material. The smart clamps are attached around the post with four steel bolts. Unused attachment points are closed with PA caps.

Elevated activities **2**	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	**2**	**5**	**3**
Required	**1**	**1**	**1**

ASTM F1487 compliant

Data is subject to change without prior notice.

Sustainability Data

CRP810201



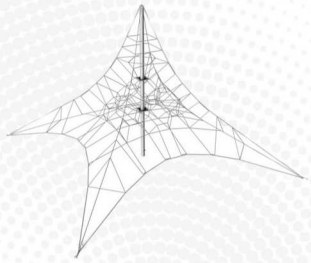
Cradle to Gate A1-A3	Total CO_2 emission	CO_2e/kg	Recycled materials
	kg CO_2e	kg CO_2e/kg	%

The overall framework applied for these factors is the Environmental Product Declaration (EPD), which quantifies "environmental information on the life cycle of a product and enable comparisons between products fulfilling the same function" (ISO, 2006). This follows the structure and applies a Life-Cycle Assessment approach to the entire Product stage from raw material through manufacturing (A1-A3))

Kompan A/S
C.F. Tietgens Boulevard 32C
DK-5220 Odense SØ
Denmark

Validation of CO_2 calculation method
BUREAU VERITAS
HSE Denmark A/S

Verification of CO_2 calculation of: Corocord



Data version no. 2023-10-05

The CO_2 calculation and data are in compliance with the principles of a carbon footprint impact according to the GHG protocol (Greenhouse Gas Protocol), Scope 3, cradle to gate related to all individual components in the product category: "Corocord" represented by item no.: COR314011-1101.

(Scope 3 emissions include emission sources in the upstream and downstream value chain).

Date: 30. October 2023 | Valid until: 30. October 2025
Verified by:

Julie Marie Vejsgaard Larsen, LCA & EPD Consultant

Verification based on report: Validation of CO_2 calculation of 9 categories of Kompan product line, version 1.0, prepared by: Bureau Veritas HSE, Denmark: Julie M. V. Larsen.

Publication date: 30. October 2023

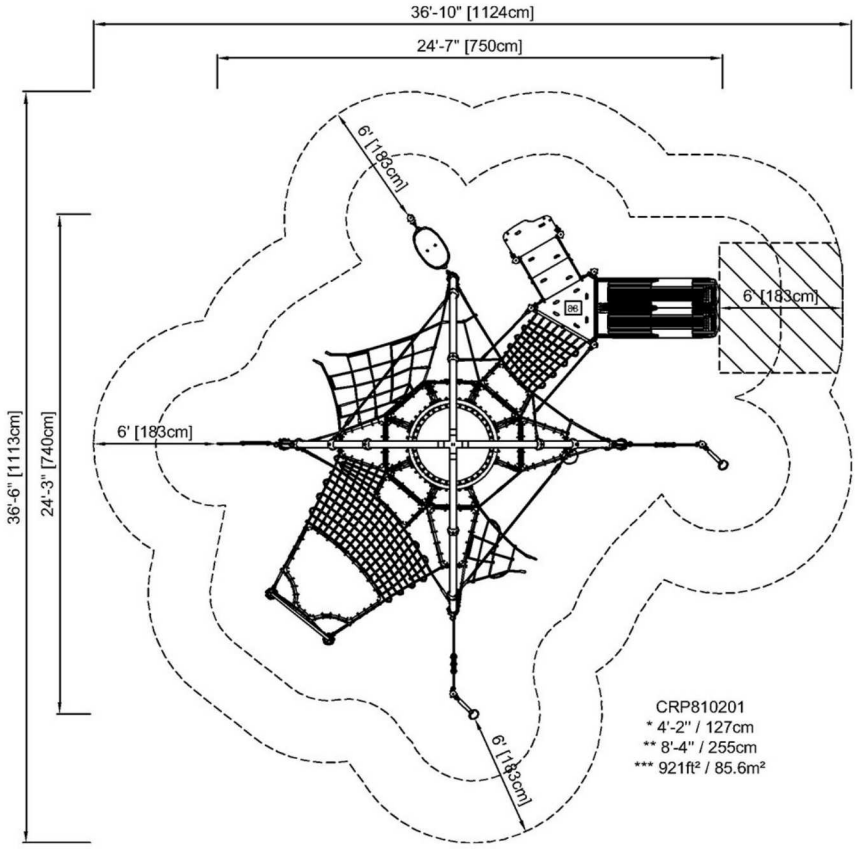
By Bureau Veritas HSE
www.bureauveritas.dk
+45 7731 1000

Data is subject to change without prior notice.

Mini Dome with Slide

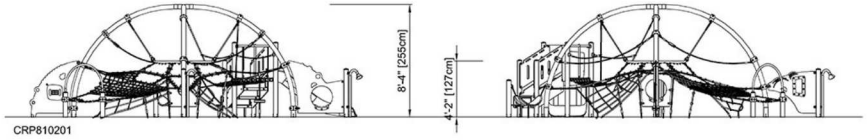
CRP810201

* Max fall height | ** Total height | *** Safety surfacing area



Click to see TOP VIEW

* Max fall height | ** Total height



Click to see SIDE VIEW

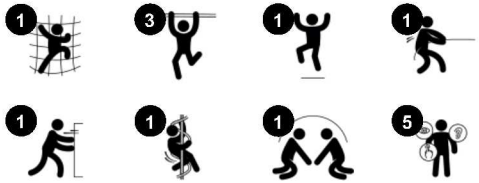
Data is subject to change without prior notice.

Inclusive Twister

COR20330

Item no.	
General Product Information	
Dimensions LxWxH	5'7"x5'7"x7'5"
Age group	5 - 12
Play capacity (users)	12
Color options	







The Inclusive Twister is a truly universal play magnet for all children, across abilities. The roomy platform and the wide net openings ease access and make stays comfortable for all, for longer. The platform is tested with users of all abilities: handgrips in the platform provide a point to hold on to when accessing, and when the Twister rotates. This helps attract children back for more play again and again. The nets are spacious and can be climbed on both the inside and the outside, providing great physical training of the children's coordination and muscles. The spacious net openings invite meetings all the way to the top and invite perching, which children enjoy. The pushing and pulling of the Twister into rotation trains muscles and coordination as well as the sense of balance. The teamwork and turn-taking in rotating the Twister build empathy and friendships.

Data is subject to change without prior notice.

Inclusive Twister

COR20330



Climbing net
Physical: the net allow for climbing and crawling, supporting proprioception, cross-coordination and spatial awareness. Climbing here takes muscle strength, pushing and pulling arms to get upwards. **Social-Emotional:** the net allows more children to sit together, sharing.





Spacious platform
Physical: allows for more body positions: sitting, lying, standing, which facilitates use for children with physical disabilities. **Social-Emotional:** facilitates many children using the Tipi Carousel simultaneously, supporting cooperation and turn-taking.



Big meshes
Physical: the big meshes allow for climbing and crawling, supporting proprioception, cross coordination and spatial awareness. Climbing here takes muscle strength, pushing and pulling arms to get upwards. **Social-Emotional:** allow more children being seated together, sharing.



Rotation
Physical: pushing or pulling into motion, children use their muscle strength and their cardio. The rotation develops the sense of balance and space when enjoying the ride. **Social-Emotional:** listening and negotiating how slow or fast to go, children develop empathy and cooperation skills.



Grip holes in floors
Physical: extra gripping aid for young children crawling up. Support for children with mobility challenges..

Data is subject to change without prior notice.

Inclusive Twister

COR20330



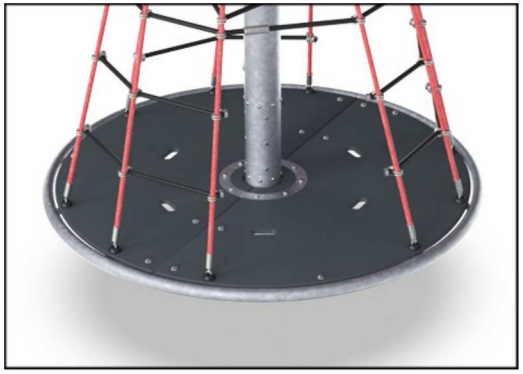
Corocord ropes with 19mm diameter or more are special 'Hercules' - type with galvanized six-stranded steel wires. Each strand is tightly wrapped with PES yarn, which is melted onto each individual strand. The ropes are highly wear-and vandalism-resistant and can be replaced at site if needed.



Corocord 'S' clamps are used as universal connections in Corocord products. 8mm stainless steel rods with rounded edges are pressed around the ropes with a special hydraulic press, making them the ideal connector: safe, durable and vandalism-proof, all while allowing the typical movement of rope play structures.



Heavy duty engineered bearing system with single row deep groove ball bearings with rubber seals. The fully closed bearing construction is lifetime lubricated and maintenance free. The bearing system has an integrated drag brake according to global safety standards.



All decks are supported by a unique steel construction with multiple deck supports and fixations. The HPL decks with a thickness of 17.8mm have a very high wearing strength and feature a unique KOMPAN non skid surface texture.



The steel posts are hot dip galvanized inside and outside with lead free zinc. The galvanization has excellent corrosion resistance in outside environments and requires low maintenance.

Item no.	
Installation Information	
Max. fall height	7'4"
Safety surfacing area	437ft²
Total installation time	
Excavation volume	
Concrete volume	
Footing depth (standard)	
Shipment weight	
Anchoring options	In-ground
Warranty Information	
Corocord Rope	10 Years
Hot dip galvanized steel	Lifetime
HPL decks	15 Years
Movable parts	2 Years
Spare Parts Availability	10 Years

Elevated activities **0**	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	**0**	**1**	**1**
Required	**0**	**1**	**1**

ASTM F1487 compliant

Data is subject to change without prior notice.

Sustainability Data

COR20330



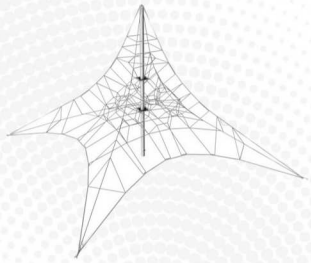
Cradle to Gate A1-A3	Total CO_2 emission	CO_2e/kg	Recycled materials
	kg CO_2e	kg CO_2e/kg	%

The overall framework applied for these factors is the Environmental Product Declaration (EPD), which quantifies "environmental information on the life cycle of a product and enable comparisons between products fulfilling the same function" (ISO, 2006). This follows the structure and applies a Life-Cycle Assessment approach to the entire Product stage from raw material through manufacturing (A1-A3))

Kompan A/S
C.F. Tietgens Boulevard 32C
DK-5220 Odense SØ
Denmark

Validation of CO_2 calculation method
BUREAU VERITAS
HSE Denmark A/S

Verification of CO_2 calculation of: Corocord



Data version no. 2023-10-05

The CO_2 calculation and data are in compliance with the principles of a carbon footprint impact according to the GHG protocol (Greenhouse Gas Protocol), Scope 3, cradle to gate related to all individual components in the product category: "Corocord" represented by item no.: COR314011-1101.

(Scope 3 emissions include emission sources in the upstream and downstream value chain).

Date: 30. October 2023 | Valid until: 30. October 2025
Verified by:

Julie Marie Vejsgaard Larsen, LCA & EPD Consultant

Verification based on report: Validation of CO_2 calculation of 9 categories of Kompan product line, version 1.0, prepared by: Bureau Veritas HSE, Denmark: Julie M. V. Larsen.

Publication date: 30. October 2023

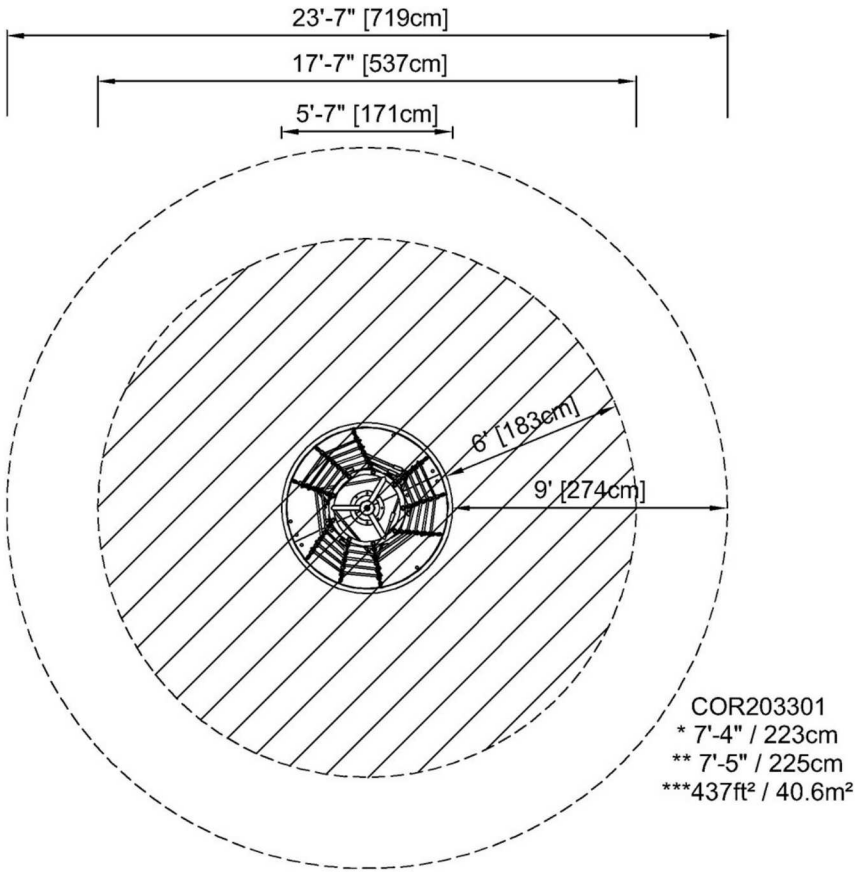
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Inclusive Twister

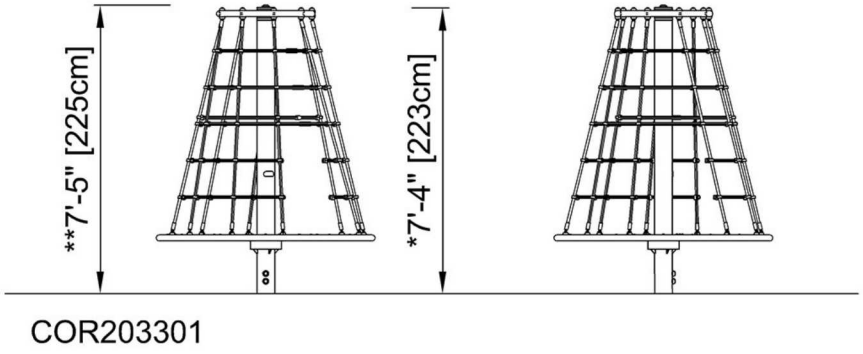
COR20330

* Max fall height | ** Total height | *** Safety surfacing area



Click to see TOP VIEW

* Max fall height | ** Total height



Click to see SIDE VIEW

Data is subject to change without prior notice.

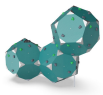
Sales Proposal

Quote No.	SP145995-1
Customer No.	C130842
Document Date	12/27/2024
Expiration Date	12/31/2024

City of Shakopee
485 Gorman St.
Shakopee, MN 55379

Sales Representative	John Engfer
Email	JohEng@Kompan.com

Project Name US300131 City of Shakopee-Killarney Hills

No.	Description	Qty	Unit	Unit Price	Net Price
COR203301-1103 	Cone Twister Inclusive - Green In-ground 110cm	1	Pieces	14,952.00	14,952.00
BLX410303-3717 	BLOQX 3 - Greenline In-ground 90cm	1	Pieces	12,636.90	12,636.90
CRP810201-0902 	Corocord Mini Dome With Slide - Green In-Ground 90cm	1	Pieces	52,440.00	52,440.00
US-KMS-CUSTOM	KOMPAN KMS CUSTOM VARIANT Giant w/ Attached Cliff Ryder- 201107	1	Pieces	182,784.00	182,784.00
INSTALL SPECIAL	Project Installation (Special Offer) Installation of Equipment and Appox. 10,000 sq. of EWF- Installation will be billed directly to City of Shakopee.	1	Pieces	127,750.00	127,750.00
FREIGHT	Freight	1	Pieces	29,283.10	29,283.10

Description	Qty	Net Price
No. of Products	4	
Subtotal - Products		262,812.90
Subtotal - Installation		127,750.00
Subtotal - Freight		29,283.10
Total USD		**419,846.00**

Payment Terms 50% Prepayment , 50% Net 30 days

Sales Proposal

Quote No.	SP145995-1
Customer No.	C130842
Document Date	12/27/2024
Expiration Date	12/31/2024

City of Shakopee
485 Gorman St.
Shakopee, MN 55379

Sales Representative	John Engfer
Email	JohEng@Kompan.com

Project Name US300131 City of Shakopee-Killarney Hills

Installation Site Address

City of Shakopee- Kilarn
3150 Eagle Creek Blve
Shakopee, MN 55379

Sales Proposal

Quote No.	SP145995-1
Customer No.	C130842
Document Date	12/27/2024
Expiration Date	12/31/2024

City of Shakopee
485 Gorman St.
Shakopee, MN 55379

Sales Representative	John Engfer
Email	JohEng@Kompan.com

Project Name US300131 City of Shakopee-Killarney Hills

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.
Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.
Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.
Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.
Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.
Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

This information required for order placement:

Accepted By (Please Print): _____

Accepted By (Title): _____

Accepted By (signature): _____

Date: _____

Date Equipment needed on site: _____

Bill To: _____
Address: _____
City, State, Zip: _____
Contact: _____
Contact Email: _____
Contact Phone (Office): _____

Ship To: _____
Address: _____
City, State, Zip: _____
Contact: _____
Contact Email: _____
Contact Phone (Office): _____
Contact Phone (Cell): _____

SALES TAX EXEMPTION CERTIFICATE #: _____
(PLEASE PROVIDE A COPY OF CERTIFICATE)

Agenda Item: Designation of the official newspaper for 2025, and designate the city's website for transportation project notices in 2025.
Prepared by: Chelsea Petersen, Assistant City Administrator
Reviewed by:

Action to be considered:
Designate the New Prague Times as the official city newspaper for 2025, and designate the city's website (www.shakopeemn.gov) as the official notice and advertisement venue for transportation projects for 2025.

Motion Type:
Approve

Background:

State statute (MN Stats. Ch. 331A) requires the city to designate an official newspaper to publish certain matters over the course of the year. This includes ordinances, resolutions when required by law, notices of public hearings on planning matters and public improvement projects and advertisement for bids. A newspaper must meet certain criteria in order to be a qualified newspaper:

- must be printed in English
- must be published and distributed at least twice a month
- must be of general circulation in the area to which a public notice is directed, or where there is a reasonable likelihood that the person to whom it is directed will become aware of the notice
- must have its known office of issue located in either the city that is publishing the notice, the county in which that city lies, or an adjoining county
- must have been in compliance with statutory requirements for an official newspaper for at least one year prior to being designated as an official paper
- the newspaper must file a copy of each issue with the MN Historical Society

Staff requested quotes for public notice publication pricing from both the Minnesota Star Tribune as well as the New Prague Times, which is the city's current official newspaper. Staff is aware of multiple online options but under the current state criteria, those options do not comply with the state's established criteria. Staff recommends the New Prague Times be designated as the city's official newspaper again in 2025.

In addition, the state allows for the designation of a city's official website as the official notice location for transportation projects (MN Stats. Ch. 331A.12). Publication on the website may be used in place of any other required form of publication. To comply with state statutes, the city must publish in a qualified newspaper in the city and on the website, notice that the city will publish any future advertisements for bids on the city website. All notices under this section must be posted in substantially the same format and for the same period of time as required for publication in an official newspaper, and ensure that a permanent record of publication is maintained in a form accessible by the public.

Recommendation:
Approval as requested.

Budget Impact:
The fees for publication will increase from $13.50 per column inch to $14.00 per column inch in 2025. In the event an item needs to be published more than once the fee will be $12.00 per column inch for subsequent publications of the same item.

Attachments:

Agenda Item: Donation from Willard and Mary Ann Pitzner Donor Fund to the Fire Department
Prepared by: Mike Nelson, Fire Chief
Reviewed by:

Action to be considered:
Accept the donation to the Fire Department.

Motion Type:
Approve

Background:
The Willard and Mary Ann Pitzner Donor Fund has made a donation of $1000 to the Fire Department through the Edward Jones Charitable Gift fund. If approved, the Fire Department will use this donation to purchase needed medical equipment including an airway suction device and patient lifting straps.

Recommendation:
Accept the donation and use the funds to purchase medical equipment.

Budget Impact:
There is no impact to the budget.

Attachments:
Pitzner Donation.pdf

Edward Jones

12/12/2024

SHAKOPEE FIRE DEPT
2700 Vierling Dr E
Shakopee, MN 55379

It is our pleasure to provide your organization with the enclosed check which is a donation made through the Edward Jones Charitable Gift Fund. Please note the following details about the grant:

Grant Amount:	$1,000.00
Purpose:	Use as needed
Fund:	WILLARD AND MARY ANN PITZNER DONOR FUND
Recognition:	WILLARD PITZNER

The donor received written acknowledgment of this tax-deductible gift from the Edward Jones Charitable Gift Fund. You may express your appreciation to the individuals/fund who recommended this grant using the recognition information listed above but do not issue a tax-deductible receipt.

Please note this grant may only be used for your organization's tax-exempt purposes. It may not be used to provide anyone a private benefit, satisfy a pre-existing pledge or for any political campaign.

If you have any questions, please contact the Edward Jones Charitable Gift Fund at (855) 334-9307.

Sincerely,

Your Client Services Team
Edward Jones Charitable Gift Fund

Shakopee City Council
January 7, 2025

6.i

Agenda Item: Approve Extended Construction Hours for Xcel Energy Blue Lake Generating Plant Improvements
Prepared by: Alex Jordan, City Engineer
Reviewed by:

Action to be considered:
Approve suspension of City Code Sec. 130.45, Noise Elimination and Noise Prevention, Sudb. C.4, Hourly Restrictions on Certain Operations, allowing the Xcel Energy Blue Lake Generating Plant Improvements contractor, Boldt Construction, to perform work beginning at 5 a.m. on Wednesday, January 8th, 2025.

Motion Type:
Approve

Background:
City Code Section 130.45 restricts the hours of construction operation from 7 a.m. to 10 p.m. on weekdays.

Xcel Energy has requested the city extend the working hours for the Blue Lake Generating Plant improvements to begin work at 5 a.m. on Wednesday January 8th, 2025.

This extension is necessary for Xcel Energy's contractor to complete a concrete pour of over 800 cubic yards on January 8th. The additional hours are required to allow for the placement, finishing, cover and curing of the concrete, given the predicted weather conditions. Construction activity prior to 7 a.m. will be limited to concrete delivery and placement and other minor support activities.

The earlier generated noise is not anticipated to be a substantial nuisance in this area, as the nearest residential area to the project is located south of and across U.S. Highway 169, buffered by a wooded hill. If property owner complaints are received by the City, the ordinance suspension can be revoked at the discretion of the City Engineer.

With Council's approval, a notice would be placed on the City's website to meet City Code requirements.

Recommendation:

Approve the requested action.

Budget Impact:
None.

Attachments:
Xcel Energy hours of construction.pdf

From: Gamble, Nicholas J
To: Alexander Enyi; Alex Jordan
Cc: Darin Manning; Justin Hitt
Subject: Xcel Energy hours of construction
Date: Tuesday, December 31, 2024 10:16:23 AM

Alex and Alex –
Xcel Energy and Boldt Construction are requesting to start construction as early as 5 am on approximately 1/8 for a concrete pour in excess of 800 cy. Due to the weather conditions the placement, finishing, and cover for curing would extremely difficult to complete with a 7am start. Equipment activities before 7 am will be limited to concrete delivery and placing equipment and any other minor support activities. Delivery traffic routes have been confirmed to be via Hwy 13 and 70th street from the east or Hwy 169/Canterbury/Hwy 13/70th street from the south.

Thank you for the assistance.

Nick

Nick Gamble
Project Manager – Energy Supply Projects
Xcel Energy
Nicholas.j.gamble@xcelenergy.com
651-734-3594

Agenda Item: Monetary Donation for Aquatic Programming
Prepared by: Sherry Dvorak, Recreation Programs Manager
Reviewed by: Kelsi McNutt

Action to be considered:
Approve Resolution R2025-002 accepting monetary donation of $1500.00 from Sue Westegaard for the Women's Water Safety Program.

Motion Type:
Approve

Background:
The City has received a monetary donation from Sue Westegaard in the amount of $1500.00. Ms. Westegaard continued support of our Women's Water Safety program is given in memory of Ms. Westegaard's mother, Helen Halvorson. Women's Water Safety is aimed to serve our female population who are not able to take lessons at the Community Center due cultural barriers. In this program we aim to teach water safety skills like floating, getting their faces wet, orienting themselves in the water and what to do if they find themselves in a water emergency. We also want to teach them how to be safe and keep others safe around water and to also have fun.
The next session of the program runs from January 12 - February 23. Many participants return each session to progress their skills and become a better swimmer.
The City of Shakopee appreciates the on-going generosity from Sue Westegaard, an active member of the Shakopee Community Center and participant in aquatic programming.
The City's donation policy requires a 2/3 vote to accept cash donations over $1,000.00 and donations of real property.

Recommendation:
Approve Resolution R2025-002 accepting monetary donation of $1500.00 from Sue Westegaard for the Women's Water Safety Program.

Budget Impact:
The donation will be used to offset program costs of Women's Water Safety

Attachments:

2025-002 Resolution Accepting Monetary Donation from Sue Westegaard.pdf

RESOLUTION NO. 2025-002

A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA ACCEPTING A MONETARY DONATION FROM SUE WESTEGAARD.

WHEREAS, on November 6, 2002, the City Council adopted Resolution No. 5794, which established procedure relating to the receipt of gifts and donations by the City; and

WHEREAS, Resolution No. 5794 specifies that donations of real property shall be accepted by resolution of the City Council, and shall require a two-thirds majority of the Council for acceptance; and

WHEREAS, SUE WESTEGAARD has generously given a monetary donation in the amount of $1500.00 in memory of her mother, Helen Halvorson; and

WHEREAS, such donation will help to offer Women's Water Safety and enhance the overall quality of life in Shakopee.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA, that the donation is gratefully accepted; and

FURTHER, the donation shall be used for Women's Water Safety, which is consistent with the wishes of the donor.

FURTHER, the City staff is directed to send a letter to the donor, acknowledging receipt of the gift and expressing the appreciation of the City Council.

Adopted in regular session of the City Council of the City of Shakopee, Minnesota held this 7th Day of January 2025.

_____
Mayor of the City of Shakopee

ATTEST:

_____
City Clerk

Prepared by:
City of Shakopee
485 Gorman Street
Shakopee, MN 55379

Agenda Item: 2025 City Council Norms of Behavior
Prepared by: Bill Reynolds, City Administrator
Reviewed by:

Action to be considered:
Adoption.

Motion Type:
Adopt

Background:
The City of Shakopee has annually outlined the accepted city council norms of behavior since 2015. The following are the current *Norms of Behavior* for the operation of the City Council and its members. Upon review, no changes are recommended.

- Speak only for yourself, not on behalf of another councilmember unless specifically tasked by your colleagues to speak for the group.
- Don't question motives. Assume others have positive intentions even if you disagree.
- Always be respectful of one another, the public process, and of staff. Do not criticize staff or others in public.
- Aim for consensus but accept the decisions of the majority once it has been made.
- Stay focused on the role of an elected official - policy, prioritization and resident representation.
- Work through the city administrator and never through line staff. Do not attend staff meetings, trainings, or group functions unless specifically invited or scheduled through Administration. Do not loiter in work areas.
- Respect staff and the fact that they work for the City Council as a whole - not for you as an individual. Do not expect them to:
    - engage in the fray (trade secrets, gossip or triangulation)
    - make your individual case on issues (take sides), or
    - be your "insider" (informant). Such activities by individual councilmembers undermines the leadership of the City Council, individual departments, and the organization as a whole.
- Councilmembers should come to meetings prepared and willing to take part in discussions with their ideas and viewpoints as part of the process to make the best decisions. this helps to build consensus and strengthen the City Council's actions as

a body.

Recommendation:
Adoption.

Budget Impact:
None.

Attachments:

Agenda Item: City Bill List
Prepared by: Becky Smith, Accounting Specialist
Reviewed by:

Action to be considered:
Review of City Bill List

Motion Type:
Informational only

Background:
The City Bill has been provided to the City Council.

Recommendation:
Review of City Bill List

Budget Impact:
N/A

Attachments: