

MEETING AGENDA
HOPKINS PARK BOARD
January 14, 2019

- I. CALL TO ORDER – 6:30 P.M.
- II. ROLL CALL
- III. APPROVAL OF MINUTES FOR December 17, 2018 Park Board Meeting

Motion: _____ Second: _____ Vote: _____

IV. BUSINESS

- A. Downtown Park Rehab Project – Early Concept Design presentation
- B. “Gateway Park” concept & funding
- C. Upcoming Park projects & currently available funding, including: 2020 projects - Shady Oak Beach picnic shelter, Valley Park picnic shelters, Cottageville Park, Phase III; and 2021 project – Central Park Improvements
- D. Other topics of interest.

Park Area Assignment Report

Kyle K: Cottageville Park, Oakes Park, Hiawatha Oaks Preserve

Emma F.: Maetzold Field, Elmo Park, Hilltop Park, Minnehaha Creek Preserve

Caroline R: Central Park, Downtown Park, Shady Oak Beach

Mohamed W: Buffer Park, Park Valley Playground, Valley Park, Steiner Park Preserve

Laura S: Burnes Park, Harley Hopkins Park, Interlachen Park

Park Board member terms:

Laura Santiago: remaining term expires 6/30/2019
Mohamed Warsame: remaining term, expires 6/30/2020
Kyle Kaczmarek: remaining term, expires 6/30/2019
Caroline Rinker: second term, expires 6/30/2019
Emma Figgins: remaining term, expires 6/30/2020

V. NEXT SCHEDULED MEETING

The next scheduled regular Park Board Meeting is February 25, 2019 – **at the Fire Station, 101 17th Ave S.**

VI. ADJOURNMENT _____

CITY OF HOPKINS
PARK BOARD MEETING MINUTES
December 17, 2018

A regular meeting of the Hopkins Park Board was held on December 17, 2018.

I. CALL TO ORDER

Caroline Rinker, Park Board Chair called the meeting to order at 6:35 pm.

II. ROLL CALL

Present were Park Board members: Caroline Rinker, Emma Figgins, Kyle Kaczmarek and Mohamed Warsame. Absent was Laura Santiago. Also present was Steve Stadler, PW Director/Park Board City staff liaison.

III. APPROVAL OF MINUTES

Minutes for the November 26, 2018 Park Board Meeting:

Kyle Kaczmarek made a motion to approve the minutes, seconded by Mohamed Warsame. **The motion passed with a 4-0 vote.**

IV. BUSINESS

A. Policy regarding dogs in the parks:

Stadler reviewed the current park system City Code regarding domestic animals in the parks. There was discussion regarding a program that would open certain parks up to off leash dogs during certain hours of the day. There was concern regarding such a policy change creating additional dog problems/complaints from park users or adjacent property owners, plus liability issues and a potential expectation of greater dog policy enforcement. Following the discussion, the Board members agreed to stay with the current dog policy for the parks.

B. Winter season update on skating in our parks:

Stadler stated that the outdoor ice rinks were in good shape but the consistent unseasonably warm weather has decimated the rinks. The expanded general skate rink at Central Park and the upgraded lighting at Valley, Harley Hopkins and Interlachen parks are nice improvements, but colder weather is needed to recover all the rinks. Stadler mentioned that broom ball leagues play at both Harley Hopkins and Valley parks.

C. Upcoming Park projects

There was brief discussion regarding the upcoming 2020 and 2021 park projects. Emma Figgins requested information on the 2020 Cottageville Park, Phase III project. The only information currently available is a basic concept level image, Stadler will send it to the board members.

D. Other topics of interest

There was brief discussion regarding the park dedication funds/Cold Storage site redevelopment project Park Board Memo which was delivered to City Council on Tuesday, December 11.

E. Park Area Assignment Report

Kyle Kaczmarek: Nothing to Report (NTR)

Emma Figgins: NTR

Caroline Rinker: Caroline reported that there was a seriously leaning portable toilet at Harley Hopkins Park.

Mohamed Warsame: NTR

Laura Santiago: NTR

V. NEXT SCHEDULED MEETING:

The next regular Park Board Meeting is 6:30 pm on Monday, January 14, 2019 and held at the Fire Station, 101 17th Ave S.

VI. ADJOURNMENT

Emma Figgins moved to adjourn the meeting, seconded by Mohamed Warsame. **The motion passed 4-0.** The meeting adjourned at 7:14 p.m.

Attest: _____

_____, Chairperson

HART HOWERTON

NEW YORK · SAN FRANCISCO

Via Email

sstadler@hopkingsmn.com

December 26, 2018

Steven J. Stadler, PE
Public Works Director
City of Hopkins
Public Works
11100 Excelsior Blvd.
Hopkins, Minnesota, 55343

Re: Proposal for Conceptual Design Services for the Renovation of the Existing Downtown Park, City of Hopkins, MN

Dear Steve:

We are pleased to provide a proposal for Conceptual Design Services for the renovation of the existing Downtown Park located between 9th and 10th Streets in Hopkins. Since any renovation approach to the park has many options, we all agreed that it would be prudent to initiate a Conceptual Design Phase to establish a viable design approach with the following objectives:

- Develop an appropriate vision for the renovation
- Understand the cost implications
- Seek approval and consensus from the community
- Ultimately confirm a final strategy for project implementation.

In addition to the Downtown Park renovation, there is a recognition that if the city owned parking lot adjacent to the Downtown Park were to be considered as part of an upgrade and improvement strategy, it could become a vital adjunct to the park while also creating another valued space in the Central Business District. With the Downtown Park visually and physically connected to the Clock Tower Plaza and Main Street, these improvements could become a significant enhancement to the Hopkins downtown experience. This proposal therefore includes a design visioning component directly related to the Farmers Market Parking lot.

To meet these goals, we have outlined below an approach for how we would work together including scope of work, fee range and schedule

THE TEAM

Based on our discussions, we understand that the project team would be organized as follows:

- **You**, would represent the ownership, direct the team's efforts, and provide programmatic and planning information.



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- **Hart Howerton** will provide planning, architecture and landscape architecture services and will take the lead in coordinating the team during the design process. I will be the point of contact.
- **Shuler Shook** will be the lighting consultants and will generate both the concept ideas as well as a night time perspective illustrating the new vision.
- **Scott Lockard** will be the perspective renderer and will be responsible for the overall color perspective.

SCOPE OF WORK

Step One: Base Documents and Survey Information Gathering

We would begin by organizing a site visit to photographically document the existing conditions of the park. We would then meet with you at the Park to suggest preliminary goals and ideas for how the park could be upgraded and reinvigorated.

During this meeting we would also review the existing base survey information and work with you to solicit a new survey from a civil engineering firm. Upon receipt of the new survey, we would return to the site to record additional contextual elements, site opportunities and constraints and set up base drawings at working scales to begin the design process

Step Two: Conceptual Master Plan and Preliminary Cost Opinion

A. Downtown Park Component

We would develop a preliminary design study for the park to create a new vision that meets all programmatic requests including input from lighting design consultant, Schuler Shook.

Deliverables would include:

- i. Color rendered and annotated master plan at 1" = 20';
- ii. Perspective rendering illustrating proposed changes to the overall park;
- iii. Color elevation of the revised entry gateway concept;
- iv. Elevation of proposed changes to band shell;
- v. Simple to scale floor plan of potential option for Unisex restroom suitable to generate a cost opinion;
- vi. Image board of any proposed furniture or other additions / changes to the park
- vii. Street Section at Entry gate;
- viii. Night lighting approach and night time perspective; and,
- ix. Opinion of Probable Cost (OPC).

We would also meet with Steve Stadler to review the direction of the design and discuss details and cost opinion and set the priorities for park improvements.

B. Farmers Market / Parking Lot Component

We would develop a preliminary design concept for the adjacent parking lot to Downtown Park that is currently used as both a parking lot and as a Farmer's Market plaza.



Deliverables would include:

- i. Color rendered and annotated master plan at 1" = 20';
- ii. Image Board; and,
- iii. Opinion of Probable Cost (OPC).

Step Three: Presentations

Utilizing the products created in Step Two, we would create a Power Point presentation suitable for public, agency and City Council presentations. This would include:

- Two (2) presentations to local agencies; (1) CBD Residents and (2) Hopkins Business Association; and,
- One (1) presentation to the City Council.

Step Four: Summarize Final Conclusions and Direction

Based on input from you, the various agencies, City Council and the public, we would create a final program and summary of design elements for the park with respective cost opinion as basis for next phase of the renovation process.

Step Five: Next Steps

With agreement to move forward, HH would develop a subsequent contractual agreement that would take the project from this Conceptual Design Phase into simple Construction Documents, Bidding and Construction Administration without the normal phases of Design Development. We would point out that some of the research to generate Construction Documents will have occurred in this Conceptual Design Phase due to the nature of research necessary to upgrade an existing park.

SCHEDULE

We would be able to start work immediately upon receiving your verbal authorization and would anticipate a 4 to 6 week process (depending on the schedule for the presentations) as outlined below:

Step 1:	Base Documents and Survey Information	Completed
Step 2:	Conceptual Master Plan and Preliminary Cost Opinion	3 Weeks
Step 3:	Presentations	TBD
Step 4:	Summarize Final Conclusions and Direction	1 Week

Based on verbal authorization, HH began setting up the site survey, initial site visit and photography of the Park at the end of November and early December to insure the site would be observed and recorded prior to winter snow impacting the site. We have also thought thru multiple concepts for how the Park upgrades and enhancement and have reviewed these with you in a site walk thru in November. We therefore feel that we are very clear on how to approach the park renovation and are ready to begin capturing these concepts on paper. With the site and survey information now available, the team is now ready to begin the subsequent steps to complete this first phase of work upon receipt of a signed contract. We anticipate that



we would be ready to meet with you with a conceptual design package within a three-week period. Once we all agreed on a new design vision as well as setting priorities of the various proposed design improvements, we would complete the presentation package and work with you to set up meetings / work sessions with the respective agencies and City Council.

FEE & CONTRACT

We propose to provide the services outlined above on a fixed fee basis. A schedule of our rates and billing procedures is included in Attachment A: Standard Terms and Conditions. Based on projects of similar size and scope we anticipate our fees to be as **\$26,450** including all consultants.

Step One: Base Documents and Survey Information Gathering	\$ 3,500
Step Two: Conceptual Master Plan and Preliminary Cost Opinion	
A. Downtown Park Component	\$17,000
(Note: includes \$2,500 for the perspective rendering consultant and \$2,500 for Schuler and Shook – Lighting Design consultants)	
B. Farmers Market / Parking Lot Component	\$2,500
Step Three: Presentations	\$2,800
Step Four: Summarize Final Conclusions and Direction	\$650

Reimbursable Expenses are in addition outlined above and should assume a budget allowance of approximately \$400 to cover expenses related to reproduction, travel, delivery and shipping costs.

Should Additional Services be required such as another presentation, special meeting(s) or graphic illustration(s), we would perform these services on our normal hourly time and material basis as per our respective stated fee range and as outlined in our Standard Terms and Conditions.

If the arrangements outlined above are acceptable, a signed, returned copy of this letter and the attached Standard Terms and Conditions will serve as our working agreement. We request an initial payment of \$5,000 to begin work, which will be credited back to you on your final invoice.

CONCLUSION

Thank you for the opportunity to work with you and the City of Hopkins. We are very excited about the direction for Downtown Park and the commitment by the City to have a meaningful park for this community. Please feel free to call me with any questions.

Signatures and attachments are on the following page.



Best regards,

Approved:



Roland S. Aberg
Principal
for and on behalf of
Hart Howerton, Ltd.

Steven J. Stadler, PE
Public Works Director
for and on behalf of
City of Hopkins

Encl.: **Attachment A: Standard Terms & Conditions**

The “Attachment A: Standard Terms & Conditions” attached to this Proposal is made a part of this Agreement by way of this reference. Client signature on one or both parts of this Agreement denotes acceptance of the full Agreement.

Attachment B: Initial Payment Invoice



ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1.1 Contracting Parties: The Hart Howerton firm identified in the Acknowledgment below (“Hart Howerton” or “HH”) shall perform the scope of work (“Services”) described in the attached proposal (“Proposal”) in accordance with the following terms and conditions. The “Client” is the person or entity identified as such in the Acknowledgment below. The “Project” is the project identified in the Proposal. The “Agreement” consists of the Proposal (including any schedules or exhibits referred to therein); this Attachment A and its Acknowledgment and Schedule of Reimbursable Expenses; Attachment B if applicable; and other documents which may be expressly acknowledged by the parties.

1.2 Client Responsibilities: The Client shall provide a representative authorized to act on the Client’s behalf, provide full information regarding the Project, and shall render decisions on submissions by HH in a timely manner relative to the schedule and comply with any obligations on its part identified in the Proposal. Client shall engage the consultants specified as Client’s consultants in the Proposal. HH shall be entitled to rely without further investigation on the accuracy and completeness of all reports and other information supplied by any consultant engaged by Client. Unless otherwise agreed to in writing, HH shall have no responsibility to coordinate the services of Client’s consultants.

1.3 Rates and Estimates: The hourly rates on which the Proposal has been prepared and which shall apply to Additional Services (defined below) are:

Title	\$US Dollars
Principal	\$235-450
Sr. Associate/ Associate	\$155-245
Project Manager/ Job Captain	\$125-215
Design, Production and Admin staff	\$85-215

These rates apply to the current period and are subject to increase by HH each January 1 and July 1 or when foreign exchange rates cause the hourly rates to decrease in relation to the USD by more than 5% from the rate at the date of this Proposal. Travel time shall be charged at 50% of these rates.

Unless the Proposal establishes a fixed fee or fee cap, any estimate, budget or not to exceed price in the Proposal is an estimate only. If it appears that the fee will exceed the estimate, HH shall advise the Client and obtain the Client’s approval before proceeding with work. If the Proposal establishes a fixed fee or fee cap, the fixed fee or cap applies only to the basic services specified in the Proposal.

Additional Services are services described as Additional Services in the Proposal or which are beyond the basic services specifically described in the Proposal, and may result from a variety of changing conditions including (1) changes that increase the size, quality or complexity of the Project; (2) directives that are inconsistent with approvals previously given by the Client; (3) Value Engineering (4) revisions to documents caused by a change in the construction budget and/or the schedule; (5) Site visits and meetings, to the extent they exceed the amount specified in the Proposal; (6) Serving as a witness or providing documents in any matter in which HH is not a party; (7) time resulting from suspension of work on the

Project for sixty (60) days or more, in which case HH shall also be entitled to receive remobilization fees. Delays and schedule changes not the fault of HH shall entitle HH to an equitable adjustment of any fixed fee or fee cap.

1.4 Invoices: Fees for professional services and reimbursable expenses shall be billed monthly. Invoices will generally be for work and expenses performed or incurred during the fiscal month prior to the date of invoice for the defined scope of work. Fees quoted in the Proposal and rates specified herein do not include any form of tax, which must be added and paid by the Client, if applicable (including but not limited to foreign withholding tax, value added tax, Hawaii GET, etc.). Initial retainers will be credited to the final invoice.

1.5 Payment: All invoices are due and payable upon receipt regardless of the Client’s project funding mechanism, non-performance of business partners, the approval of any agency of government, or the initiation of construction or sales. HH reserves the right to suspend the Services and/or terminate this Agreement should any invoice remain unpaid forty-five (45) days past the invoice date, in which event HH shall have no liability to Client for delay or damage caused to Client because of such suspension or termination. A rebilling fee of one and one-half percent (1.5%) per month will be added to, and be payable with, all amounts not paid within forty-five (45) days of the invoice date.

1.6 Schedules: Any schedules referred to in the Proposal or established by Client shall be equitably adjusted in the case of any delay in approval of HH’s submissions, time required to perform Additional Services or delay caused by any event beyond HH’s reasonable control. HH’s sole obligation with regard to any schedule shall be to use its commercially reasonable best efforts to meet the schedule, as adjusted.

1.7 Termination: If Services are provided on a time and materials basis, either party may terminate this Agreement for any reason or for no reason after giving twenty (20) working days written notice to the other party. In such case HH shall be paid in full for all time and materials (at standard hourly rates above) through the effective date of termination and for reimbursable expenses incurred or which cannot reasonably be avoided. Save for the Client’s obligation to make these payments neither party shall have any liability to the other. If Services are provided on a fixed fee or lump sum basis, HH shall be paid in full for the percentage of Services completed, for reimbursable expenses incurred to the date of termination or which cannot reasonably be avoided and for its anticipated profit on the terminated portion of the Services, as reasonably determined by HH. If Client decides to terminate HH and thus not allow it to complete the Services, the Client acknowledges and agrees that HH, being divested of all control over the outcome of the Project, shall have no potential liability of any kind in connection with the Project and the Client covenants not to bring any claim against HH of any sort in connection with the Project. No termination of this agreement shall terminate the obligations of Client under 1.9, 1.10 and 1.11 below.

1.8 Standard of Care: HH and its consultants shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing



