

December 9, 2020

PeggySue Imihy
City of Shakopee
485 Gorman St.
Shakopee MN, 55379

Re: An Agreement for Additional Services – Lions Park - SandVenture Renovation Feasibility Study

Ms. Imihy:

Confluence, hereinafter referred to as the Consultant, subject to the approval and acceptance of this Agreement by City Shakopee, hereinafter referred to as the Client, agrees to provide Professional Services to the Client as set forth below:

- A. **PROJECT NAME:** Add. Services – Lions Park - SandVenture Renovation Feasibility Study
- B. **PROJECT DESCRIPTION:** Provide the Client Professional Design services on the feasibility of renovating Lions Park in conjunction with SandVenture Aquatic Facility.

ARTICLE 1: SCOPE OF SERVICE:

1.1 LIONS PARK FEASIBILITY STUDY

We will analyze the form and function of Lions Park in conjunction with the study for SandVenture. We understand that SandVenture is a major element that impacts the park and needs to fit into the overall park fabric. Currently there are conflicts with Disc golf, general circulation, and the parking lots will need to be refurbished or renovated soon. Additionally, the Parks and Trails Master Plan identified additional activities and facilities that would benefit Lions Park and we will examine their feasibility on the park infrastructure. We will provide feasibility design to explore the following elements:

- **Parking** – We will analyze the existing parking facilities, circulation, and relationship to park amenities.
 - Provide recommendations on sizing, location, and circulation for parking that supports proposed SandVenture improvements and expected visitation, provides parking for other park amenities including Fun for All Playground, the New Splashpad, picnic gathering facilities, tennis/ pickleball facilities, disc golf course, The Lodge, and trailhead parking area.
 - Provide adequate parking counts and drop off area for SandVenture.
 - Examine location of parking and other facilities such as winter skating/ hockey
 - Enhance the aesthetics of, and minimize the visual appearance of large parking areas
- **Hockey/ Skating** – Winter usage at Lions park is a priority of the City and we will analyze how best to arrange the hockey rink as well as any additional proposed skating facilities such as SandVenture skating and broomball.
 - Provide analysis and arrangement of winter skating facilities to maximize operations and maintenance, increase safety, work with SandVenture as a warming house space
 - Create a ‘winter hub’ that focuses on a variety of activities such as hockey, broomball, skating, ‘beach skating’, sledding, as well as other activities like cross country skiing and snowshoeing. We will also explore other winter activities such as platform tennis, a short fat tire bike course, and others.
 - Provide off-season options and programming for the skating facilities including field

hockey, bike polo, futsal, a small dog park, or other opportunities.

- Disc Golf – the current layout of the golf course creates conflicts with other park uses. There is a potential for injury with discs consistently flying over the fence at SandVenture. The course is close to numerous activities in the park and there is a risk of conflict during high traffic times between golfers and other park users. We have a disc golf course designer on staff that will assist in any proposed redesign options:
 - Re-route golf course holes to function better with proposed park and SandVenture improvements
 - Recommend additional safety features or amenities to increase safety and playability
 - Get feedback from existing disc golf users on proposed changes
 - Provide intentional start and finish relationships between the disc golf course and parking, restrooms, and any other amenities associated with SandVenture
- Tennis Court Area – the current tennis courts are being used primarily by pickleball players. They are multi-striped for tennis and pickleball to accommodate uses. Multi-striping is not preferred by either tennis players or pickleball players for a variety of reasons. The Parks and Trails Master Plan recommended creating an 8 court pickleball specific court complex at the current tennis site. We evaluate the feasibility of this and the following:
 - Pickleball court conversion and integration into the park
 - Parking counts, access, and trail circulation
 - Signage for the facility
 - Supporting amenities
 - Noise and wind screening as necessary

2.1 DIGITAL ENGAGEMENT

Community engagement is critical for the project as Lions Park is one of Shakopee's most popular parks. We will assist the city in building and hosting a Social Pinpoint Project website for the Lions Park Feasibility Study, that will include SandVenture. The Social Pinpoint application will serve as a significant method of engagement. Confluence will work with city staff to deliver the service including the following:

- Project creation and set up. Base project will be included, additional features not covered in the base project will be billed as additional with hourly costs to set up.
- Assistance on the base set up include:
 - Surveys
 - Ranking/ budgeting
 - Ideas wall
 - Mapping with comments
- Shakopee planning staff will take the lead in preparing survey layout and questions. Confluence will assist on the project page set up and provide graphics to be incorporated as needed.
- Web meeting stakeholder interviews as necessary with key park users. Up to 3 interviews with groups not engaged in the SandVenture work. Groups could include:
 - Disc golfers
 - Key council members and staff
 - Pickleball players

DELIVERABLES

The following are the expected deliverables:

1. Color plan rendering that will integrate with the SandVenture plans.
 - a. 2 concept alternates
 - b. 1 final preferred concept
2. Up to 3 additional renderings of key park features and relationships in the final alternate
3. Cost opinions for the 4 elements described above
4. Social pinpoint project and site construction assistance

EXCLUSIONS

The following elements are not included in this proposal but can be added for an additional fee if requested by the CLIENT:

1. Civil Engineering
2. Electrical and lighting design
3. Structural design
4. Sewer design
5. Construction documentation
6. Surveying

ARTICLE 2: OWNER'S RESPONSIBILITIES:

1. The Owner shall establish the guidelines for the project and shall provide general background information needed for analysis.
2. Fees for services of special consultants if required beyond the Scope of Services proposed herein, shall be paid for by the Owner if authorized in advance.
3. Organization and scheduling of key meetings to interact with staff, advisory groups, stakeholders, and Council.
4. The Owner shall furnish, obtain, or direct this firm to obtain at the Owner's expense, any information related to existing or proposed City/Parks Department logo and branding graphic files, including specifications for colors, fonts, and other usage guidelines.

ARTICLE 3: FEES AND EXPENSES:

1. We propose to perform the services described in Task 1: Scope of Services: Lions Park Feasibility Study, on an Hourly Not to Exceed basis. \$13,750
2. We propose to perform the services described in Task 2: Scope of Services: Digital Engagement, on a Lump Sum basis. \$5,800
3. Reimbursable expenses, including travel, long-distance telephone, and printing are included in the services fee and assumed at a Not to Exceed fee of \$500.
4. If the project is suspended for more than three (3) months, or abandoned in whole or in part, this firm shall be paid their compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with reimbursable expenses then due and all terminal expenses resulting from such suspension or abandonment.

ARTICLE 4: TIME OF PERFORMANCE:

1. We propose to process this work in a timely and expeditious manner to meet the Owner's timetable. A final report will be ready to present to council in April 2021.

ARTICLE 5: EXTRA WORK AND CONTINUATION OF SERVICES:

1. If, during the progress or upon completion of the work outline in the Scope of Services in this agreement, the Owner finds it desirable or necessary to cause this Consultant to perform additional services other than those outlined in the Scope of Services, the hourly schedule and reimbursable expense schedule may apply, or a project fee may be negotiated.

ARTICLE 6: SUCCESSOR'S AND ASSIGNMENT:

1. The Owner and this firm each bind itself, partners, assigns and legal representatives to the other party to this agreement and to the partners, successors, assigns and legal representatives of such other party in respect of all covenants of this agreement.

ARTICLE 7: FORM OF AGREEMENT:

1. The return of a signed digital copy of this letter will constitute your acceptance of this proposal and provide authority for proceeding to accomplish this work.

Offered by:
Confluence



(signature) 12/9/2020
(date)

Brad Aldrich, Associate Principal

(printed name/title)

Accepted by:
City of Shakopee

(signature) (date)

(printed name/title)

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City of Shakopee

(signature) (date)

(printed name/title)