Roseville Parks and Recreation Commission Meeting June 6, 2017 6:30 P.M. Roseville City Hall 2660 Civic Center Drive

AGENDA

- 1. Introductions
- 2. Public Comment Invited
- 3. Approval of Minutes of May 2, 2017
- City Comprehensive Plan Parks and Recreation System
 Master Plan Review and Update
- 5. Cedarholm Community Building Replacement Update
- 6. Discuss and Prepare for Joint Meeting with City Council
- 7. Staff Report
 - i. Park Planning Services 1716 Marion Street
 - ii. Park Planning Services 2132 Cleveland Avenue
 - iii. Subdivision Code Park Dedication Ordinance
- 8. Other
- 9. Adjournment

Roseville Parks and Recreation
"Building Community through People, Parks and Programs"

www.cityofroseville.com

Be a part of the picture... get involved with your City...Volunteer. For more information, contact Kelly at kelly.obrien@cityofroseville.com or check our website at www.cityofroseville.com Volunteering, a Great Way to Get Involved!

To: Parks and Recreation Commission

From: Lonnie Brokke Date: May 24, 2017

Re: Notes for Commission Meeting on June 6, 2017

1. Introductions

2. Public Comment Invited

3. Approval of Minutes of the May 2, 2017 Meeting

Enclosed is a copy of the minutes of May 2, 2017. Please be prepared to approve/amend. *Requested Commission Action:* Approve/amend meeting minutes of May 2, 2017.

4. City Comprehensive Plan - Parks and Recreation System Master Plan Review and Update

At your May meeting, a discussion occurred about an approach to review the Goals and Policies in the Parks and Recreation System Master Plan that will eventually substitute those in the Parks, Open Space and Recreation Section in the Comprehensive Plan.

Included in your packet is a review worksheet to begin. The Goals and Policies are identified with columns provided indicating if you feel that they should be kept, deleted or revised. These Goals and Policies are relatively recent that were developed by the Community and adopted by the City Council in November of 2010. Please plan to review this prior to the meeting and we can get as far down the list as possible and at a pace that you are comfortable. We will plan to focus on Goal and Policies #1 at the June meeting. *Requested Commission Action:* Review Goals and Polices #1

5. Cedarholm Community Building Replacement Update

Work continues with the Design Development Services (Task #1) and Plans and Specifications (Task #2) for the Cedarholm Community Building.

At this point, it is anticipated that Task # 1 will be completed and presented to the City Council on Monday, June 5, 2017 and that Task #2 will be completed and presented to the City Council on July 10, 2017. At the end of Task #2, specific building Plans and Specifications will be complete and we would be requesting City Council action to advertise for proposals for a project.

At your meeting, staff will be prepared to provide you with the latest information and gather any additional input from you.

This topic is a regular agenda item each month in order to keep the Commission updated, allow for continued community input, and to gather advice.

Requested Commission Action: Review, update, provide feedback.

6. Discuss and prepare for joint meeting with the City Council

The joint meeting with the Parks and Recreation Commission and City Council will be on Monday, June 19, 2017. Generally, it is one of the first items on the agenda. We will get you the agenda when it is available to us, which is generally the Thursday prior to the Monday meeting.

In May, you reviewed and suggested modifications of a typical Request for City Council Action memo. Included in your packet is that modified version to review and finalize. This is the last Parks and Recreation Commission meeting prior to the joint meeting so please be prepared to finalize the meeting approach as you are comfortable.

Requested Commission Action: Discuss and finalize Request for City Council Action and approach to the meeting.

7. Staff Report

- Park Planning Services 1716 Marion Street enclosed is a copy of the Request for City Council Action for planning services for 1716 Marion Street that was approved on May 8, 2017.
- ii. <u>Park Planning Services</u> 2132 Cleveland Avenue enclosed is a copy of the Request for City Council Action for planning services for 2132 Cleveland Avenue that was approved on May 8, 2017.
- iii. Subdivision Code Park Dedication Ordinance At your May meeting, you reviewed the existing Park Dedication Ordinance and the consultant proposed changes and made recommendations (see enclosed summary memo). Included in your packet is a summary memo of your discussion points regarding the Park Dedication Ordinance that was included in the City Council packet. The City Councils further direction was to not expand language to include trails and pathways and to keep the language similar to what it is with some potential language tweaks to possibly make it clearer. Based upon the City Council feedback, there will be another version of the Ordinance to consider.
- iv. Other relevant communications will be provided as necessary.
- 8. Other
- 9. **Adjourn**

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ROSEVILLE PARKS AND RECREATION COMMISSION DRAFT MEETING MINUTES FOR May 2, 2017 6:30pm

PRESENT: Bole, Baggenstoss, Gelbach, Heikkila, Hoag, O'Brien, Stoner, Warzecha

ABSENT: Newby

STAFF: Brokke, Christensen

1. INTRODUCTIONS

2. ROLL CALL/PUBLIC COMMENT

No public in attendance.

3. APPROVAL OF MINUTES – APRIL 4, 2017 MEETING

Vice-Chair O'Brien moved to approve the April 4, 2017 meeting minutes. Commissioner Warzecha seconds. Motion passed unanimously.

4. CITY COMPREHENSIVE PLAN REVIEW

i. Subdivision Code – Park Dedication

Staff provided the background and history of Park Dedication in Roseville. Introduced in 1989, Park Dedication originally was managed primarily by the Community Development Department. In 2003, the Commission recommended the ordinance be updated. The update included a process to engage the Parks and Recreation Commission in the process. Park Dedication serves to assist with the funding of park improvements, land acquisition, and addresses the impact of new development/redevelopment. Park Dedication can be satisfied by land, cash or a combination of such based on the Parks and Recreation Commissions recommendation.

Summary of the law:

- City is allowed to adopt subdivision requirements
- Park Dedication is one of the requirements development and redevelopment
- Cash can only be used for the acquisition, development, park improvements, recreation facilities, playgrounds, trails, wetland or open space based on the approved park systems plan
- Land must be for park purposes
- Previously subdivided property from which a park dedication has been received is exempt, provided it has the same number of lots. If number of lots increases, then park dedication per lot cash fee must apply only to the net increase
- Must be buildable/usable park land at the discretion of the city
- City must have a Capital Improvement Plan and Budget
- City must have a park and open space plan as part of the Comprehensive Plan

All developments that are subdividing or replatted qualify for Park Dedication. Park Dedication is one piece, of many, that helps to support the Parks and Recreation System. The funds are unpredictable depending on development or redevelopment in a given year.

The current process is simple, clear, and specific.

Examples of Park Dedication when cash payments were received include: Walmart, Wheaton Woods, Home2 Suites & Hampton Inn, Rosedale Mall expansion, Dale Street Fire Station.

Examples of Park Dedication where land was acquired include: Applewood Park and Overlook, Nature View, Owasso Hills Park, Concordia Park.

 Commissioner Hoag questioned if it is a possibility to negotiate the buildout of a park with the developing contractor. Brokke explained that the Roseville Parks and Recreation Department does not negotiate Park Dedication. However, an example of land dedication where the developer worked with the city to develop a park would be Applewood Park and Overlook.

Vice-Chair O'Brien questioned the additional language that was added. Specifically, the addition of the sidewalks, pathways and trails reference concerns her, as it is too broad.

Commissioner Stoner stated that he believes that the addition of trails is a good thing and could assist with the connection of parks and trails in the city.

Brokke reiterated that trails are a high priority in the community. However, as Park Dedication is unpredictable you would want to be careful on how much to expand the ordinance, as the fund may be stretched too thin.

Commissioner Baggenstoss and Chair Gelbach relayed that they have reservations about expanding the existing language and potentially creating conflict between multiple departments over the funds.

Commissioner Baggenstoss requested information on how the trails are currently funded in Roseville. Brokke answered that there is a pathway fund managed by Public Works. However, the fund may not be funded to the level needed.

Commissioner Hoag asked where the changes are at in the process. Brokke confirmed that they are the recommendations provided by the Consultant and have not been solidified. Commissioner Hoag agreed that limiting the options and that keeping Park Dedication simple is the best option.

Vice-Chair O'Brien questioned what the next step would be to address the Commissions concerns with the Consultants Proposals. Should the concerns be voiced to the City Council?

Commissioner Stoner revisited his position about the addition of trails as a positive. He stated that after the discussion he does not believe that trails should be added as an option for Park Dedication monies.

Chair Gelbach reiterated that he was concerned about the changes. Commissioner Baggenstoss added that opening up the language makes the ordinance no longer a guiding principle.

Commissioner Baggenstoss inquired about the removal of the 10% and 5%. The Commission agreed that the specific land dedication percentages need to be included and that the proposed language needs to be narrower and less open to negotiation.

ii. Parks and Recreation Section

Currently the Parks, Open Space and Recreation section of the Comprehensive Plan contains:

- Introduction
- Goals and policies
- Park classification system
- Designations of individual parks, open spaces and recreational facilities
- Issues and potential improvements

The Current Master Plan (adopted in 2010) has updated Goals and Policies. The intent at the time of the Master Plan was that the new Goals and Policies would replace the outdated information in the Comprehensive Plan. The update to the Comprehensive plan has not been completed to date. The

commission discussed reviewing the Master Plan's Goals and Policies to ensure they are still relevant – prior to updating them in the Comprehensive Plan.

5. CONSIDER POLLINATOR FRIENDLY CITY RESOLUTION PROPOSAL

Chair Gelbach presented the updated Pollinator Friendly City resolution. One line was added to the resolution that addressed the suggestion from the April 4, 2017 Parks and Recreation Commission meeting to include a list of pollinator friendly plants. The Commission agreed to present the updated resolution at the next joint Parks and Recreation Commission/City Council meeting.

6. CEDARHOLM COMMUNITY BUILD REPLACEMENT UPDATE

Staff provided an overview of the Community Building process and presented the renderings that were reviewed at the April 24, 2017 City Council Meeting. All options have roofs that are approximately 20 ft. high. The difference between rendering #2A and #2B is the arbor vs. hard roof.

The guidance of the City Council at the April 24, 2017 meeting was that they preferred option #2B. Staff will provide an update on the Cedarholm Community Building to the City Council on June 5, 2017.

The Commission discussed that the building looks very nice and will be a destination location for the Community. Commissioner Stoner relayed that he believes the architect did a good job of following the Advisory Team Report by creating a building that does not look like a park building - but does fit into the park system.

7. DISCUSS AND PREPARE FOR JOINT MEETING WITH CITY COUNCIL

Brokke provided a template of possible topics to discuss at the joint meeting with the City Council on Monday, June 19, 2017.

Vice-Chair O'Brien suggested the addition of the Deer Reduction Program to the "Work plan items for the upcoming year" section.

Commissioner Bole questioned what it would take to get an annual reduction effort. Brokke suggested that would be a good topic to discuss at the joint meeting with the City Council.

The Commission discussed roles and items to include when meeting with the City Council. Specifically, they agreed to focus on Emerald Ash Borer (EAB), the Pollinator Friendly Resolution, and Roseville's Deer Reduction Program as "upcoming 2017 topics".

Commissioner Hoag asked if finances should be included as part of the Cedarholm Community Building update. Brokke stated that at this point it is too soon to have a financial discussion, as we do not have all of the necessary information available.

8. STAFF REPORT

- Rosefest 2017: June 22-26 & July 4th
- Natural Resources Renewal Events:
 - o May 20, 2017 Central Park (10:00 a.m. 12 p.m.)
 - o June 17, 2017 Lexington Park (10:00 a.m. 12 p.m.)
- EAB Bio-research review in Reservoir Woods Area
- Blooming Boulevard: Saturday, May 20, 2017 Central Park/Lexington
- Putt, Par & Paint: Thursday, May 25, 2017 Cedarholm Golf Course
- Citywide Garage Sale: Thursday, Saturday, June 1-3, 2017
- Roseville School of Dance Spring Recital: June 10-11, 2017 RAHS Auditorium

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- Summer Entertainment: Live @ the Rog: June 11-August 13, 2017 Central Park/Frank Rog Amphitheatre
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- Puppet Wagon: Preview Party: June 15, 2017 Kinderberry Hill, June 20-August 10, 2017 Various Parks
- Roll-in Movies: June 16, July 21 and August 18, 2017 Guidant John Rose MN OVAL
- Discover Your Parks (DYP): June 21-August 16, 2017 A different park every week!
- Community Theatre: Lion King Jr. June 22-26, 2017 CP Rog Amphitheatre, Brigadoon August 3-13, 2017 – Como Lakeside Pavilion
- Women Wine and (no) Whiffs: July 20, 2017 Cedarholm Golf Course
- 48th Annual Ice Show: Thank you to the volunteers for all of their hard work at this year's 2017 ice show held on May 28-May 30, 2017. Pam Sandborg, Kevin Elm, Matt Johnson and all the skaters put on a great show!
- Disc Golf Tournament: Acorn Park May 6, 2017 (7:00 a.m. 7:00 p.m.)
- Potential for a future joint meeting with the Ramsey County Parks and Recreation Commission

9. OTHER

A sign-up sheet was passed around for commissioners to indicate their date preferences to represent the Roseville Parks and Recreation Commission at this summer's DYP events. The Commission discussed potential handouts they could have at the DYP events for interested community members, including information regarding; EAB, Roseville's Deer Reduction Program and Cedarholm Community Building updates.

Meeting adjourned at 8:45 pm

Respectfully Submitted,

Danielle Christensen, Department Assistant

Goal 1: Parks and Recreation Systems Management

Goal: Maintain ongoing parks and recreation planning, maintenance, and asset management process that involves citizen engagement, adheres to professional standards, and utilizes prudent professional practices. Ensure timely guidance for protecting the community's investment in parks, open space, and recreation programs and facilities to enhance their long-term and sustained viability.

investment in parks, open space, and recreation programs and facilities to ennance their long-term and sustained Viability.	d racilities to	o ennance	neir iong-term and sustained viability.
Policy	Keep Delete	Revise	Notes
1.1: Re-evaluate, update, and adopt a Park and Recreation System Master Plan at least every five years to reflect new and current trends, changing demographics, new development criteria, unanticipated population densities, and any other factors that affect park and recreation goals, policies, and future direction of the system.			
1.2: Monitor progress on the Parks and Recreation System Master Plan annually to ensure that it provides actionable steps for maintaining, improving, and expanding the system.			
1.3: Maintain and operate parks, open space, and recreation facilities in a safe, clean, and sustainable manner that protects natural resources and systems, preserves high quality active and passive recreation opportunities and experiences, and is cost-effective.			
1.4: Consider staffing and resource needs in the evaluation of proposals for additions to parks, programs, and facilities.			
1.5: Use the Sector and Constellation organization structure as the basis for park, recreation program, and facility locations, development, and service delivery.			
1.6: Enhance neighborhood and community identity in the design of parks, programs, and facilities through public art, special events, and stewardship of natural features.			
1.7: Establish a service standard of having a neighborhood park or active play space in every park service constellation.			
1.8: Preserve parks and school open space areas as part of the citywide systems plan for structured recreation space and unstructured preserved natural areas.			
1.9: Include Ramsey County park land and open space in planning and providing recreation services to Roseville residents.			
1.10: Seek partnership to provide the community with a greater diversity or number of parks and facilities, and to offer a more expansive catalog of programs and events.			

Goal 1: Parks and Recreation Systems Management	ion Sy	stems	Mana	gement
Policy	Keep	Delete	Revise	Notes
1.11: Seek sponsorships and scholarships and other revenue streams to facilitate program fee reductions.				
1.12: Continue to coordinate, cooperate, and collaborate with adjacent communities, school districts, and governmental jurisdictions to leverage resources regarding the use of parks on common municipal boundaries and on joint programming where appropriate for mutual benefit to optimize open space, fitness, and recreation programming and facility options.				
1.13: Complete park concept plans for all parks.				
1.14: Evaluate the maintenance implications of potential park land acquisitions and capital improvements.				
1.15: Annually recommend the adoption of a ten-year Capital Improvement Plan (CIP) for Parks and Recreation.				
1.16: Use the procurement methods that deliver the best value for the community.				
1.17: Research, develop, and recommend to the City Council and citizens periodic bond referendums, park and trail dedication fees, urban forest management fees, special assessments, or other funding programs to reinvest in parks and recreation facilities needed within Roseville.				
1.18: Explore the potential for implementing a park service district as a means of creating a sustainable, independent source of local funding for the parks and recreation system.				
1.19: Supplement the development and maintenance of parks and recreation lands and facilities with the use of non-property tax funds.				
1.20: Pursue local option sales tax or State bond funds to support Roseville facilities of regional or State-wide significance.				

Goal 1: Parks and Recreation Systems Management	systems	s Mar	nagement
Policy	Delete F	Revise	Notes
1.21: Discourage commercial uses in parks, programs, or facilities and/or parks and recreation facilities. However, commercial uses could be permitted in situations in which the proposed use complements the park or recreation function, is benign, or where it does not conflict with the purpose of the park, recreation facility, or the overall intent of the Parks and Recreation System Master Plan. In no case should a commercial use be permitted in designated conservation or natural use areas.			
1.22: Involve the Parks and Recreation Commission in the parks and recreation planning process. Support the Commission in its role as liaison between citizens and Roseville's elected officials and appointed staff to interpret citizen needs and interests and to recommend programs, facilities, and services that serve them. Stimulate additional volunteer involvement in the delivery and support of the parks and recreation system.			
1.23: Involve a diverse and representative group of participants in the parks and recreation planning process. Conduct active and continuous interaction within the community with neighborhoods, special interest groups, and individuals of all ages to achieve effective recreational programming and facility development.			
1.24: Parks and recreation staff should play the key role in the delivery of parks, programs, and facility services. Community volunteers should be used whenever and wherever possible and appropriate to enrich the experience for the participant and volunteer.			
1.25: Develop and implement an ongoing public information and marketing program to inform the public of their investments, opportunities, and benefits of a quality parks and recreation system.			
1.26: Assign names, or change names, of City- owned parks or recreation facilities, in consultation with the Parks and Recreation Commission, based on natural habitat, geographic location, and appropriate non-descript terminology. Only under certain and exceptional circumstances will consideration be given to names of individuals and/ or organized groups, associations, or businesses.			

Goal 2: Parks Development, Redevelopment and Rehabilitation

Provide a high-quality, financially sound system of parks, open spaces, trails, and waterways that meets the recreation needs of all city residents, offers a visual/physical diversion from the hard surfacing of urban development, enhances our quality of life, and forms an essential part of our

community's identity and character.	entity and	d charact	er.	
Policy	Keep	Delete	Revise	Notes
2.1: Evaluate and refurbish parks, as needed, to reflect changes in population, age, and diversity of residents, recreational activities preferred, amount of leisure time available, and best practice designs and technologies, and asset management strategies.				
2.2: Orient parks and programs equally to youth activities that focus on community building activities teaching them life-long skills, and exposing them to a variety of recreation experiences, and to adult activities which accommodate adults' needs for wellness and provide a range of social interaction opportunities.				
2.3: Focus parks on passive and active recreational activities and activities that take advantage of the unique natural features. Pursue opportunities for incorporating art and cultural programs, which enrich citizens' mental and emotional well-being, as a complement to primary physical focus of parks and recreation programs.				
2.4: Organize all parks and facilities so that a component is provided for informal, non- programmed activities—those open to anyone in the community, at any time.				
2.5: Maintain parks and open space according to the standards outlined in the Park Maintenance Manual which recognizes that levels of service must be provided based on the intensity of use and purpose of the site.				
2.6: Use innovative methods for park and facility improvements that offer lower lifecycle costs, even if the initial cost is higher. Develop park and recreation facilities that minimize the maintenance demands on the City by emphasizing the development of well-planned parks, high- quality materials and labor-saving maintenance devices and practices.				
2.7: Promote and support volunteerism to encourage people to actively support Roseville's parks and open spaces.				
2.8: Encourage the preservation of features in parks considered to be of historic or cultural value, especially those features that do not conflict with other park uses and activities. Consider the potential of historic landscapes in parks, including agricultural landscapes or features. Work to perpetuate those landscapes and other features of historic or cultural significance when they are identified through recognized investigations.				

Goal 3: Parks and Open Space Acquisition

residents' desires for a range of recreation opportunities serving all ages, abilities, and cultures.	pportunit	ies servii	ng all age	nge of recreation opportunities serving all ages, abilities, and cultures.
Policy	Keep	Delete	Revise Notes	Notes
3.1: Ensure that no net loss of parkland or open space occurs during alterations or displacement of existing parkland and open space. If adverse impacts to parkland or open space take place, ensure that mitigation measures include the acquisition of replacement parkland of equal or greater size and value.				
3.2: As areas of Roseville evolve, and properties undergo a change of use and/or density, land should be dedicated to the community for park purposes to ensure adequate park facilities for those new uses.				
3.3: Determine potential locations and acquire additional park land in neighborhoods and constellations that are lacking adequate parks and recreation facilities.				
3.4: Determine locations for new park and recreation facilities in redevelopment areas as part of the redevelopment process and use the park dedication process to acquire appropriate land.				
3.5: Make continued effective use of the Park Dedication Ordinance. Park land dedication will be required when land is developed or redeveloped for residential, commercial, or industrial purposes. Review annually park dedication requirements in order to ensure that dedication regulations meet statutory requirements and the needs of Roseville.				
3.6: Use park dedication funds to acquire and develop new land in addition to other funding sources.				
3.7: Acquire properties necessary to implement adopted park concept plans and in Roseville's Comprehensive Land Use Plan, and consider other additions based on needs identified in the sector or constellation concept. Acquire land on a "willing seller" basis unless otherwise determined by the City Council.				

Goal 4: Trails, Pathways and Community Connections

Goal: Create a well-connected and easily accessible system of parks, open spaces, trails, pathways, community connections, and facilities that links neighborhoods and provides opportunities for residents and others to gather and interact.

Policy	Keep	Delete	Revise	Notes
4.1: Develop, adopt, and implement a comprehensive and integrated trails, pathways, and community connections system plan for recreation and				
transportation uses, including separate facilities for pedestrians, and				
bicyclists (including off-road unpaved trails for bikers and hikers that offer				
new challenges while protecting resources).				
4.2: Develop, adopt, and implement a Trails Management Program (TMP).				
4.3: Advocate the implementation of community parkways on the County				
Road C and Lexington Avenue corridors to accommodate pedestrian and				
bicyclist movement and inclusion of community character and identity				
features.				
4.4: Maintain the trail and pathway system through all seasons.				
4.5: Make the park system accessible to people of all abilities.				
4.6: Align development and expansion of non-motorized trails, pathways,				
community parkways, and other routes with the need to provide				
connections to and within parks, to open spaces, recreation facilities, and				
key destinations, as well as between neighborhoods, constellations, and				
sectors.				
4.7: Educate the public on the advantages and safe use of non-motorized				
trails, pathways, and community parkway connections.				
4.8: Develop clear and communicative signage and kiosks for wayfinding.				

Goal 5: Recreation Programs and Services

Goal: Provide Roseville residents with opportunities to participate in a variety of recreation, athletic, wellness, art, social, learning, and	rtunities to participate in a variety c	ty of recr	eation, a	thletic, wellness, art, social, learning, and	
environmental education activities and programs through well- designed, cost effective, and relevant services.	ugh well-	designec	l, cost eff	ective, and relevant services.	
Policy	Keep	Delete	Revise	Notes	
5.1: Provide recreation programs and services that address the recreational desires of people of all abilities and all segments of the community including children, teens, adults, and older adults.					
5.2: Organize a variety of community special events that stimulate interest in recreation participation, promote community identity and pride, encourage volunteerism, and bring together all segments of the community.					
5.3: Celebrate Roseville's heritage and cultural potential by acquiring and exhibiting quality works of art, providing access to a variety of performance arts, and by offering a diverse mixture of community events.					
5.4: Administer all programs and services equitably to ensure that all individuals and groups receive adequate representation.					
5.5: Monitor new trends, patterns, and activities in recreation and leisure service programs and incorporate revisions to Roseville's programs to reflect these changes at a broader level.					
5.6: Establish ongoing communication, information, and marketing programs that broaden recreational interests and encourage participation in Roseville's recreation programs.					
5.7: Coordinate and cooperate with school districts, community, county, and state agencies, private businesses, and surrounding municipalities to provide diverse and extensive programs and services that are affordable to all participants.					
5.8: Facilitate community recreation groups by providing technical support, equipment storage, promotional assistance, mailboxes, and meeting space.					
5.9: Act as liaison to recognized community groups providing recreation programs and services.					
5.10: Evaluate all programs and services quarterly and annually for quality, participant satisfaction, financial feasibility, and community desirability.					
5.11: Develop and maintain a system of program fees and charges that assess direct costs to the participants, while remaining affordable to the community.					
5.12: Provide residents with community activities and events using subsidies or fee waivers through scholarships, sponsorships, or other methods of fee assistance.					

Goal 6: Community Facilities	ımunit	:y Faci	lities	
Goal: Locate, design, construct, and manage community facilities to meet the needs of current and future residents.	facilities	to meet	the need	s of current and future residents.
Policy	Keep	Delete	Revise	Notes
6.1: Provide community facilities that include desired community amenities for recreation and social interaction at an appropriate level within sectors				
and constellations.				
6.2: Assess community needs and desires for the use of existing community				
facilities and the need for additional space, renovated space, and improved				
space.				
6.3: Facilitate a system of community and recreation spaces in conjunction				
with the school districts that provides for both structured and unstructured				
times as managed and scheduled by the City.				
6.4: Identify a site, confirm a program, and define a strategy for				
implementing a community center.				
6.5: Manage and maintain facilities using best practices and cost-effective				
methods to provide desired recreation services.				
6.6: Leverage private involvement in the form of sponsorships, joint				
ventures, and contract for services to support facilities.				

Goal 7: Natural Resources Management

Goal: Preserve significant natural resources, lakes, ponds, wetlands, open spaces, wooded areas, wildlife habitats, and trees as integral aspects of the parks system.

Policy	Keep	Delete	Revise	Notes
7.1: Encourage dedication of parks, open spaces, and trails in new development and redevelopment areas, especially those that preserve significant natural resources and/or adjacent to the subject site.				
7.2: Create, adopt, and use Natural Resources Management Plans to preserve, restore, and manage the significant natural resources in the park system.				
7.3: Preserve wooded areas and implement an aggressive reforestation and forestry management program to ensure that Roseville has a substantial aesthetically pleasing and environmentally critical tree population in its parks, open spaces, boulevards, and other City property.				
7.4: Provide community environmental education programs to increase the community's awareness, understanding, and appreciation of natural areas, including the need for trees, proper tree care and plantings procedures.				
7.5: Cooperate with the three watershed districts with jurisdiction over parks in Roseville to effect water quality improvement projects within parks, and to create landscapes that are sensitive to stormwater management goals for park lands. Work with the watershed districts to add features to parks that help park users appreciate the water quality improvements, focusing on features such as overlooks or seating areas that take advantage of view to surface water features, with educational and interpretive signage aimed at creating a better understanding of the need for attending to water quality in our parks and in the community. Work with the watershed districts to create park-like environments surrounding water quality improvement projects and stormwater management basins in non-park areas that are accessible to Roseville residents and the community's working population. 7.6: Create landscape improvements and design parks to enhance opportunities for wildlife, where those improvements and facilities are not in conflict with other park uses or activities. Direct particular attention to the creation of wildlife habitat in parks, where wildlife would not be compromised by the presence of park activities.				

REQUEST FOR COUNCIL ACTION

Date: 6-19-17 Item No.:

Department Approval City Manager Approval SBM Parks and Recreation Commission Meeting with the City Council Item Description: **BACKGROUND** Periodically, the Parks and Recreation Commission meet with the City Council to review activities, accomplishments, discuss work items and issues to consider. Activities and accomplishments include: Community outreach activities: Discover Your Parks o Natural Resource Program volunteer projects o Community playground builds 2016 project type activities: o Guided Deer Control Program o Recommended 1716 Marion Street for Park purposes Acquired 2132 Cleveland Avenue for Park purposes o Heard several program and facility staff reports to provide input into operations Provided recommendation on four Park Dedication developments Provided recommendation on Tree Replacement Fund Policy for developments o Provided advice on Asset Management Program Provided input into Langton Lake Oak Tree failing health approach o Provided input into park building operations plan o Provided ongoing review, guidance and advice on the Renewal Program o Provided continuous review of Emerald Ash Borer status Served on and guided Resident Advisory Committee for the Golf Course Clubhouse Replacement Guided Cedarholm Community Building Replacement Process Work plan items for the upcoming year: Pollinator Friendly City Resolution o Cedarholm Community Building Replacement Deer Reduction Program o Emerald Ash Borer (EAB)

o Planning process and possible development of 2132 Cleveland Avenue and 1716

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Marion Street

34	0	Review and provide ongoing input into Asset Management Program as necessary
35	0	Community Outreach
36	0	Comprehensive Plan Work
37	0	Transition from Park and Recreation Renewal Program projects
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39	Prepared by:	Lonnie Brokke, Staff Liaison
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	Attachments:	A. Pollinator Resolution
		B. USDA Report
		C. Deer Feedback Map
		D. Deer Sighting Map
		E. EAB Map of Infestation



The City of Roseville has many established programs and practices that help

Native bees, honey bees and other pollinators are a necessary component of a

Pollinator populations are in sharp decline due to an ongoing loss of habitat as a

Neonicotinoid (neonic) and other systemic pesticides have been shown to cause

The City Council finds it is in the public interest to demonstrate its commitment

healthy ecosystem and food system, providing essential pollination of plants in order to grow

result of human land use practices, coupled with a simultaneous pesticide use by homeowners,

to a safe and healthy community environment through the implementation of practices that

Now, Therefore Be It Resolved for and on behalf of The City of Roseville, Minnesota and its

The City of Roseville is hereby declared a Pollinator-Friendly Community. The City celebrates

current practices that protect and support pollinator health, and encourages residents and

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protect pollinators, including preservation of natural areas, enhancing habitat and use of native 5 plants in gardens and plantings, limited use of insecticides and herbicides in the landscape, 6 pollinator education and outreach to the community; and

Whereas:

Whereas:

Whereas:

Whereas:

Whereas:

citizens that:

vegetables, herbs, and fruits; and

landscapers, and property managers; and

illness and death to bees and other pollinators; and

businesses to adopt pollinator-friendly practices.

protect pollinators on city parks, open spaces, and city property.

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Be it further resolved that The City shall undertake its best efforts to advance its status as a pollinator-friendly City by furthering best management practices to protect pollinators on public lands within the City; and:

- 1. The City shall review its practices for the use of insecticides and use best practices to limit systemic insecticide uses on city property including insecticides from the neonicotinoid family where possible and will encourage commercial applications to be free of systemic insecticides including neonicotinoids where possible.
- 2. The City shall undertake its best efforts to plant native plants and plants favorable to bees and other pollinators in the City's public spaces.
- 3. The City shall undertake its best efforts to communicate to all Roseville property owners,

41	residents, businesses, institutions and neighborhoods the importance of creating and
42	maintaining pollinator-friendly habitat and will encourage residents and business to use
43	pollinator-friendly practices including:
44	 Reducing the use pesticides, including systemic insecticides, on their property;
45	 Avoiding planting flowering plants that are treated with systemic insecticides;
46	 Planting more pollinator forage on their property and adopting organic or
47	chemical-free lawn and landscaping practices.
48	4. The City shall provide information and avenues to identify pollinator-friendly plants and
49	other opportunities
50	
51	In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Roseville
52	to be affixed this of 2017.
53	
54	
55	
56	
57	Mayor Daniel J. Roe (seal)



United States Department of Agriculture

Animal and Plant Health Inspection Service

Wildlife Services 644 Bayfield St. Suite 215 St. Paul, MN 55107

651-224-6027 Phone 651-224-4271 FAX

City of Roseville, MN

To whom it may concern,

Attached is our harvest report for the 2016-17 City of Roseville deer control project. We were able to remove the permitted amount of 20 deer in one night of shooting. Deer were removed at 3 of the 4 selected sites (Owasso, the Nature Center, and the leaf compost site). The level of deer activity at our baits appeared to indicate high deer numbers in the city with many other deer being observed at the sites that were not removed through our efforts. After removal, deer were donated to needy individuals around the metro area.

March 1, 2017

Please call or e-mail with additional questions.

Thanks,

Ben Welinski

Ben Welinski

Wildlife Specialist USDA/APHIS/Wildlife Services 644 Bayfield St. Suite 215 St. Paul, MN 55107 Office: (651) 224-6027

Office: (651) 224-6027 Fax: (651) 224-4271





Deer Disposition from City of Roseville Fall 2016/Winter 2017 Deer Project

Animal and Plant Health Inspection Service

Department of Agriculture

United States

Wildlife Services 644 Bayfield St. Suite 215 St. Paul, MN 55107 651-224-6027 Phone 651-224-4271 FAX

Permit #	Tag#	Date	Age	Sex	Fetus Count	Notes
21719	365496	1/31/2017	Adult	Female	Male 1	
21719	365495	1/31/2017	Juvenile	Female	None	
21719	365494	1/31/2017	Adult	Male	NA	
21719	365493	1/31/2017	Adult	Female	Female 1	
21719	365492	1/31/2017	Juvenile	Female	None	
21719	365491	1/31/2017	Juvenile	Male	NA	
21719	365490	1/31/2017	Adult	Male	NA	Broken & healed front leg, possible vehicle collision
21719	365489	1/31/2017	Adult	Female	Male 1 Female 1	
21719	365488	1/31/2017	Juvenile	Female	None	Dislocated front shoulder
21719	365487	1/31/2017	Adult	Female	None	
21719	365486	1/31/2017	Adult	Male	NA	
21719	365485	1/31/2017	Adult	Male	NA	
21719	365484	1/31/2017	Adult	Female	Male 2	Broken & healed rear leg, possible vehicle collision
21719	365483	1/31/2017	Juvenile	Female	None	
21719	365482	1/31/2017	Juvenile	Female	None	
21719	365481	1/31/2017	Juvenile	Female	None	
21719	365480	1/31/2017	Adult	Male	NA	had been previously Shot with .177 pellets
21719	365479	1/31/2017	Adult	Female	Male 1	
21719	365478	1/31/2017	Juvenile	Female	None	
21719	365477	1/31/2017	Adult	Female	Male 1 Female 1	

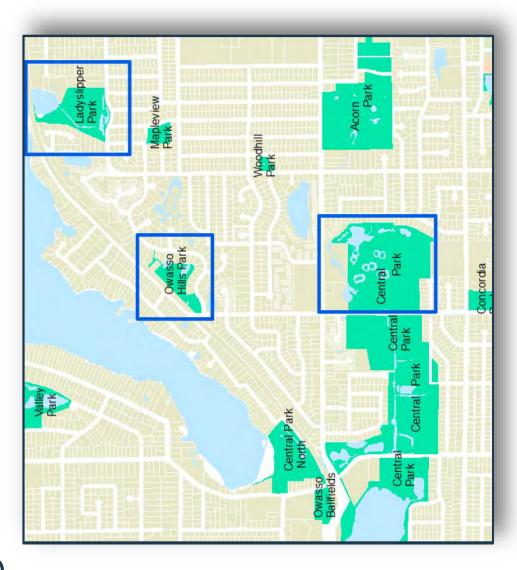
collisions or negative interactions with people. This may also be an indication of overabundance in the City. We also observed a substantial number of deer at and around the bait sites and in the area that were not removed, based on the permitted number of deer targeted. Anecdotally, this appears to indicate an cleaning/processing, another possible indication of a less than healthy herd. Four of the deer also showed injuries that are possibly related to deer/vehicle populations can be considered, you would expect most adult females to be carrying two fawns at this time of year. With 4 of the 7 Adult females having General Observations: The fetus count from the females can provide some indication of the health of the deer. In a healthy herd, which most metro deer only a single fetus or no fetus, this may indicate a less than healthy population. Most deer also showed minimal body fat as observed during overabundant deer population in questionable health that still remains in the City.



Parks and Recreation

2017 Roseville Deer Management

- Project completed in 1 night (1/31/17)
- 20 Deer were successfully removed
- Owasso Hills Park
- Central Park
- Roseville Leaf Compost Site
- Ladyslipper Park
- Meat was donated to needy families





2017 Roseville Deer Management

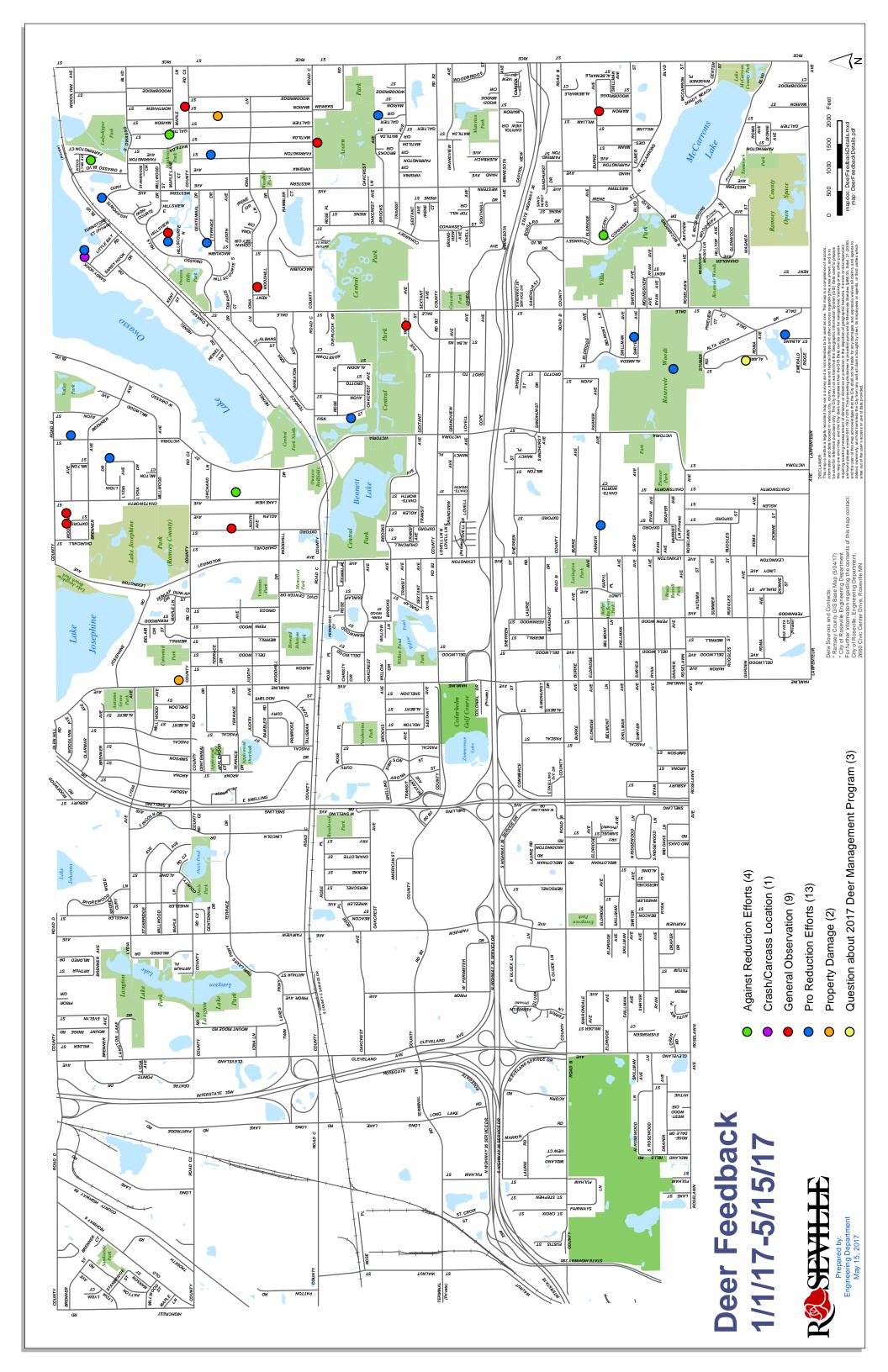
FACTS

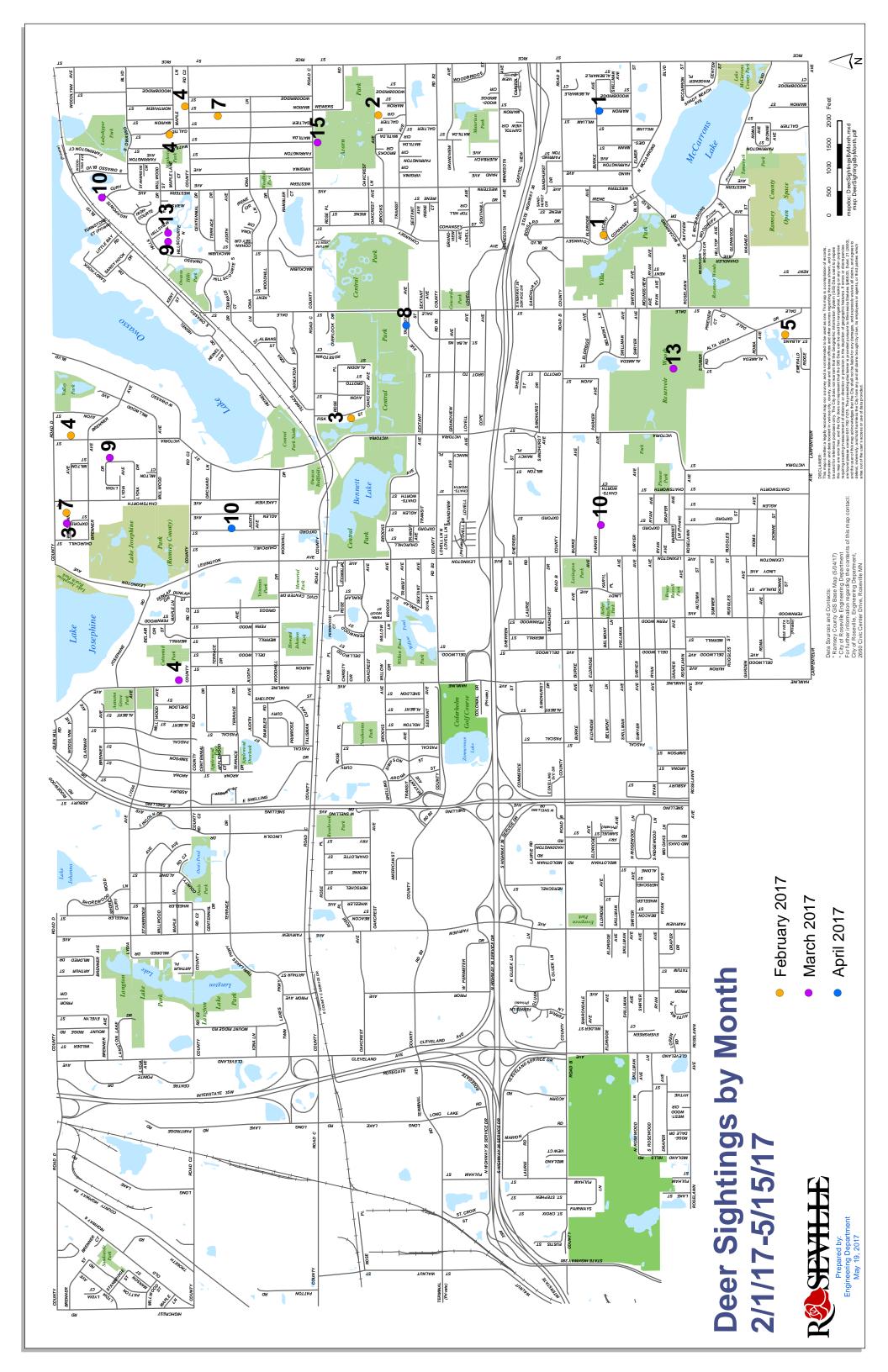
- 70% of the deer removed were female
- 57% of the adult females had a single fetus, or no fetus
- A healthy adult female should be carrying 2 fawns
- 20% of the deer had injuries

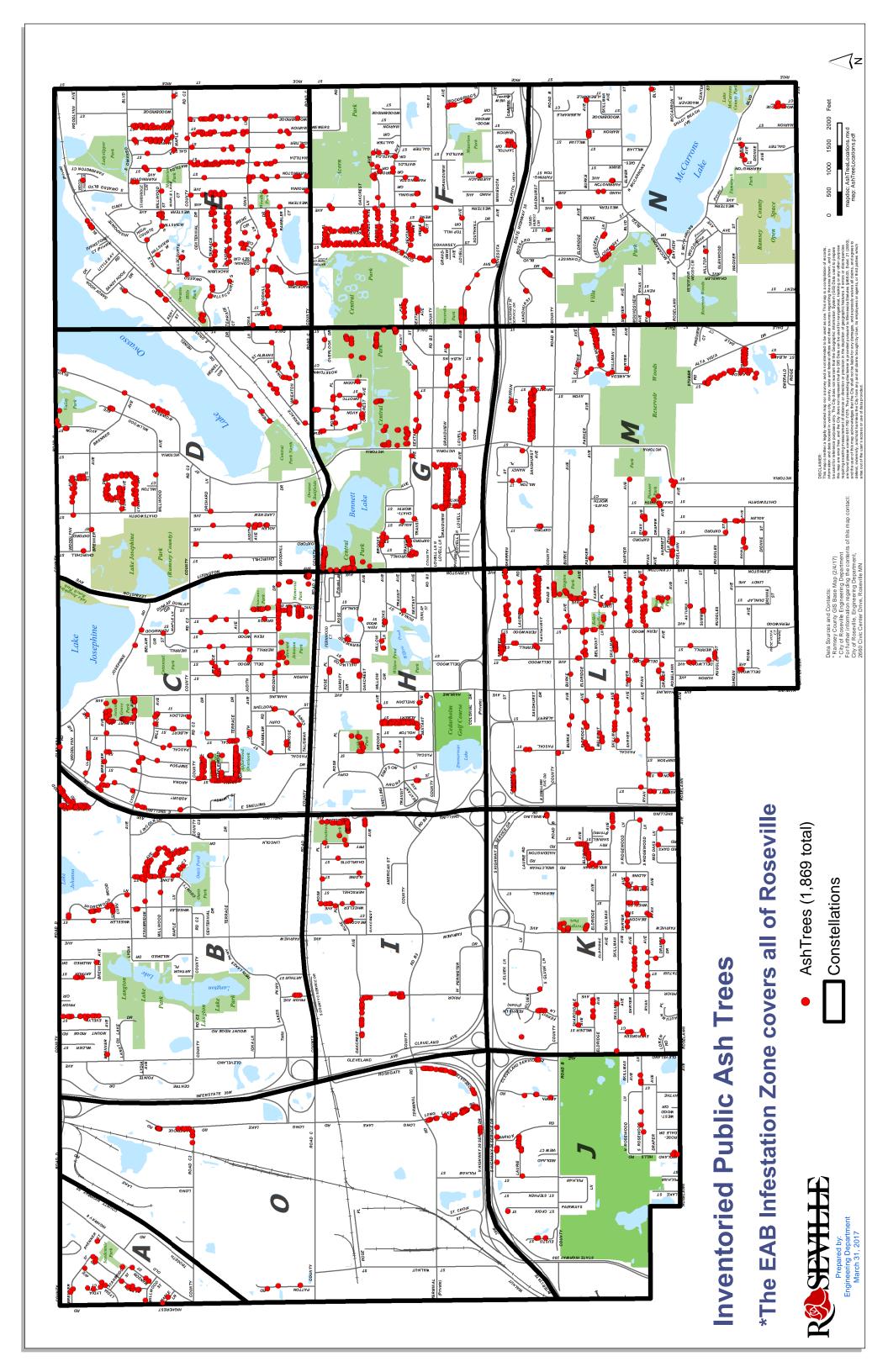
OBSERVATIONS

- Significant population remains
- Unhealthy herd
- Minimal body fat was observed on the deer
- High activity at bait stations









REQUEST FOR COUNCIL ACTION

Date: 5/8/2017

Item No.:

Department Approval

City Manager Approval

South

Item Description: Authorize Planning and Design Services for 1716 Marion Street

BACKGROUND

In 2016 the City of Roseville purchased a .68 acre of property for park purposes at 1716 Marion Street.

- The property is located in the midst of numerous apartment buildings. The effort is to coordinate a place
- for the apartment dwellers to gather and to prepare a staging area for programs or other community
- services. It is anticipated that the parcel will be used for programming efforts and in cooperation with
- 6 the nearby Tamarack Park and Lake McCarrons Beach.

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- 8 The City has relatively recently went through a rigourous selection process for consultants for the
- 9 Renewal Program and it was felt that it would be beneficial to seek a proposal from Renewal
- Consultants LHB. Specifically LHB is currently working on the City Comprehensive Plan update and
 - the Southeast Roseville initiative, which would expect to lend some commonalities.

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- Included in your packet is a Standard Agreement for Professional Services for a cost not to exceed \$28,500, plus \$400.00 for reimbursables for a total of \$28,900 and a Planning Proposal from LHB. No
- monies were identified for this planning effort so Park Dedication monies are suggested to be used.

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- The outlined process is similar to past community involvement efforts and would, in the end; result in a
- Master Plan for the Park.

POLICY OBJECTIVE

- 20 The process for involving community members to review, discuss and recommend improvements to City
- facilities is consistent with the City's efforts for community engagement and input.

FINANCIAL IMPACTS

- The total cost of this design portion of this project as outlined is \$28,500 for the planning and design
- services and \$400.00 for reimbursable for a total of \$28,900. The cost would be paid for out of the Park
- 25 Dedication Fund.

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- 27 The next step after completing this design portion, depending on outcome of community process, will be the
- actual construction plans and specifications to develop. No monies have yet been identified for
- 29 development.

STAFF RECOMMENDATION

Based on the acquisition of the property and identifying it as parkland and the desire of the City Council and Parks and Recreation Commission to utilize this property as a Park, staff recommends that the City enter into an agreement with LHB for design services as outlined.

35 REQUESTED COUNCIL ACTION

Motion authorizing the Mayor and City Manager to enter into a Professional Services Agreement with LHB for design services as referenced for a not to exceed amount of \$28,900 for a new park at 1716 Marion Street to be paid for out of the Park Dedication Fund.

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Prepared by: Lonnie Brokke, Director of Parks and Recreation

Jim Taylor, Parks Superintendent

Attachment: A. Standard Agreement for Professional Services

B. LHB Planning Proposal



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43 44 **Standard Agreement for Professional Services**

This Agreement ("Agreement") is **made** on the 1 day of March, 2017, between the City of Roseville, a municipal corporation (hereinafter "City"), and LHB Incorporated located at 701 Washington Avenue N., Suite 200, Minneapolis MN. 55401 (hereinafter "Contractor").

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of Contractors to provide a variety of professional services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the performance of professional services by the Contractor.

The City and Contractor agree as follows:

- 1. Scope of Work Proposal. The Contractor agrees to provide the professional services shown in Exhibit "A" attached hereto ("Work") in consideration for the compensation set forth in Provision 3 below. The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Contractor.
- 2. **Term.** The term of this Agreement shall be from contract execution through January 31, 2018, the date of signature by the parties notwithstanding.
- 3. Compensation for Services. The City agrees to pay the Contractor the compensation described in Exhibit A attached hereto for the Work, subject to the following:
 - A. Any changes in the Work which may result in an increase to the compensation due the Contractor shall require prior written approval of the City. The City will not pay additional compensation for Work that does not have such prior written approval.
 - B. Third party independent contractors and/or subcontractors may be retained by the Contractor when required by the complex or specialized nature of the Work when authorized in writing by the City. The Contractor shall be responsible for and shall pay all costs and expenses payable to such third party contractors unless otherwise agreed to by the parties in writing.
- 4. City Assistance. The City agrees to provide the Contractor with the following assistance concerning the Work to be performed hereunder:
 - A. Depending on the nature of the Work, Contractor may from time to time require access to public and private lands or property. To the extent the City is legally and reasonably

able, the City shall provide access to and make provisions to enable the Contractor to enter upon public and private land and property as required for the Contractor to perform and complete the Work.

B. The City shall furnish the Contractor with a copy of any special standards or criteria promulgated by the City relating to the Work, including but not limited to design and construction standards that is needed by the Contractor in order to prepare for the performance of the Work.

C. A person shall be appointed to act as the City's representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Work to be performed under this Agreement, but shall not have the right to enter into contracts or make binding agreements on behalf of the City with respect to the Work or this Agreement.

5. *Method of Payment.* The Contractor shall submit to the City, on a monthly basis, an itemized invoice for Work performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:

A. The Contractor shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, if provided for in Exhibit A, the Contractor shall provide an itemized listing and such documentation of such expenses as is reasonably required by the City. Each invoice shall contain the City's project number and a progress summary showing the original (or amended) amount of the Agreement, current billing, past payments and unexpended balance due under the Agreement.

B. To receive any payment pursuant to this Agreement, the invoice must include the following statement dated and signed by the Contractor: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."

The payment of invoices shall be subject to the following provisions:

A. The City shall have the right to suspend the Work to be performed by the Contractor under this Agreement when it deems necessary to protect the City, residents of the City or others who are affected by the Work. If any Work to be performed by the Contractor is suspended in whole or in part by the City, the Contractor shall be paid for any services performed prior to the delivery upon Contractor of written notice from the City of such suspension.

B. The Contractor shall be reimbursed for services performed by any third party independent contractors and/or subcontractors only if the City has authorized the

90 retention of and has agreed to pay such persons or entities pursuant to Section 3B above.

6. **Project Manager and Staffing.** The Contractor has designated Lydia Major, Landscape Architect to perform and /or supervise the Work, and as the persons for the City to contact and communicate with regarding the performance of the Work. The Project Contacts shall be assisted by other employees of the Contractor as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. Contractor may not remove or replace Project Contracts without the prior approval of the City.

7. **Standard of Care.** All Work performed by the Contractor under this Agreement shall be in accordance with the normal standard of care in Ramsey County, Minnesota, for professional services of like kind.

8. Audit Disclosure. Any reports, information, data and other written documents given to, or prepared or assembled by the Contractor under this Agreement which the City requests to be kept confidential shall not be made available by the Contractor to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Contractor or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. The Contractor shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota Government Data Practices Act, to the extent the Act is applicable to data, documents, and other information in the possession of the Contractor.

9. **Termination.** This Agreement may be terminated at any time by the City, with or without cause, by delivering to the Contractor at the address of the Contractor set forth on page 1, a written notice at least seven (7) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the Contractor shall be paid for services rendered (and reimbursable expenses incurred if required to be paid by the City under this Agreement) by the Contractor through and until the date of termination so long as the Contractor is not in default under this Agreement. If however, the City terminates the Agreement because the Contractor is in default of its obligations under this Agreement, no further payment shall be payable or due to the Contractor following the delivery of the termination notice, and the City may, in addition to any other rights or remedies it may have, retain another Contractor to undertake or complete the Work to be performed hereunder.

128 10. *Subcontractor*. The Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. The Contractor shall promptly pay any subcontractor involved in the performance of this Agreement as required by the State Prompt Payment Act.

133 11. *Independent Contractor*. At all times and for all purposes herein, the Contractor is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Contractor an employee of the City.

137 12. *Non-Discrimination.* During the performance of this Agreement, the Contractor shall not 138 discriminate against any person, contractor, vendor, employee or applicant for employment 139 because of race, color, creed, religion, national origin, sex, marital status, status with regard 140 to public assistance, disability, sexual orientation or age. The Contractor shall post in 141 places available to employees and applicants for employment, notices setting forth the 142 provision of this non-discrimination clause and stating that all qualified applicants will 143 receive consideration for employment. The Contractor shall incorporate the foregoing 144 requirements of this Provision 12 in all of its subcontracts for Work done under this 145 Agreement, and will require all of its subcontractors performing such Work to incorporate 146 such requirements in all subcontracts for the performance of the Work. The Contractor 147 further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota 148 Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with 149 Disabilities Act of 1990.

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151 13. Assignment. The Contractor shall not assign this Agreement, nor its rights and/or 152 obligations hereunder, without the prior written consent of the City.

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154 Services Not Provided For. No claim for services furnished by the Contractor not 14. 155 specifically provided for herein shall be paid by the City.

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15. Compliance with Laws and Regulations. The Contractor shall abide with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work. The Contractor and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation by the Contractor of statutes, ordinances, rules and regulations pertaining to the Work to be performed shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.

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Waiver. Any waiver by either party of a breach of any provisions of this Agreement shall 166 16. 167 not affect, in any respect, the validity of the remainder of this Agreement.

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Indemnification. The Contractor agrees to defend, indemnify and hold the City, its 17. 170 Council, officers, agents and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or indirectly from a negligent act or omission (including without limitation professional errors or omissions) of the Contractor, its agents, employees, and/or subcontractors pertaining to the performance of the Work provided pursuant to this Agreement and against all losses by reason of the failure of said Contractor to fully perform, in any respect, all of the Contractor's obligations under this Agreement.

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179 18. Insurance.

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181	A.	General Liability. Prior to starting the Work, the Contractor shall procure, maintain		
182		-	Il protect against claims for bodily injury or death, and	
183		<u> </u>	g loss of use, which may arise out of operations by the	
184			tor of the Contractor, or by anyone employed by any	
185			acts any of them may be liable. Such insurance shall	
186			ninimum coverages and limits of liability specified in	
187			law. Except as otherwise stated below, the policies	
188			ditional insured for the Work provided under this	
189			hat the Contractor's coverage shall be primary and	
190		noncontributory in the event of a		
191		noncontributory in the event of a	1088.	
	D	The Control of a shall man area and	and intain the fellowing minimum in summer a course co	
192	Б.	The Contractor shall procure and maintain the following minimum insurance coverages		
193		and limits of liability with respec	et to the work:	
194		W. 1 . 6		
195		Worker's Compensation:	Statutory Limits	
196				
197		Employer's Liability	\$500,000 each accident	
198		(Not needed for	\$500,000 disease policy limit	
199		Minnesota based	\$500,000 disease each employee	
200		Contractor):		
201				
202		Commercial General Liability:	\$1,000,000 per occurrence	
203		•	\$2,000,000 general aggregate	
204			\$2,000,000 Products – Completed Operations	
205			Aggregate	
206			\$100,000 fire legal liability each occurrence	
207			\$5,000 medical expense	
208			7-7	
209		Comprehensive Automobile		
210		Liability:	\$1,000,000 combined single limit (shall include	
211		Eldollity.	coverage for all owned, hired and non-owed	
212			vehicles.	
213			venicles.	
213	\mathbf{C}	The Commercial Constal Lightle	ity policy(ics) shell be acquivelent in acycrace to ISO	
	C.	The Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:		
215		form CG 0001, and snan include	the following:	
216		Demonstration with France (F. 1.1. //C. N.1.1.1.		
217		a. Personal injury with Employment Exclusion (if any) deleted;		
218				
219		b. Broad Form Contractual Liability coverage; and		
220				
221		c. Broad Form Property Damag	ge coverage, including Completed Operations.	
222				
223				
224	D.		et all insurance coverages required under this Provision	
225		18 at Contractor's sole expense and with insurance companies licensed to do business		
226		in the state in Minnesota and ha	aving a current A.M. Best rating of no less than A-,	

unless otherwise agreed to by the City in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Provision:

a. All policies, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);

b. All policies, Worker's Compensation Policies, shall contain a waiver of subrogation naming "the City of Roseville";

c. All policies, Worker's Compensation Policies, shall name "the City of Roseville" as an additional insured;

d. All policies, Worker's Compensation Policies, shall insure the defense and indemnify obligations assumed by Contractor under this Agreement; and

e. All policies shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City.

A copy of the Contractor's insurance declaration page, Rider and/or Endorsement, as applicable, which evidences the compliance with this Paragraph 18, must be filed with City prior to the start of Contractor's Work. Such documents evidencing insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Contractor has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Contractor of any deficiencies in such documents and receipt thereof shall not relieve Contractor from, nor be deemed a waiver of, City's right to enforce the terms of Contractor's obligations hereunder. City reserves the right to examine any policy provided for under this Provision 18.

E. If Contractor fails to provide the insurance coverage specified herein, the Contractor will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Contractor, its contractors, subcontractors, agents, employees or delegates. Contractor agrees that this indemnity shall be construed and applied in favor of indemnification. Contractor also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

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If a claim arises within the scope of the stated indemnity, the City may require Contractor to:

a. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or

b. Furnish a written acceptance of tender of defense and indemnity from Contractor's insurance company.

Contractor will take the action required by the City within fifteen (15) days of receiving notice from the City.

19. *Ownership of Documents*. All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement ("Information") shall become the property of the City, but the Contractor may retain copies of such documents as records of the services provided. The City may use the Information for any reasons it deems appropriate without being liable to the Contractor for such use. The Contractor shall not use or disclose the Information for purposes other than performing the Work contemplated by this Agreement without the prior consent of the City.

29. *Conflicts.* No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision shall render this Agreement void.

298 21. *Governing Law.* This Agreement shall be controlled by the laws of the State of Minnesota.

300 22. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

303 23. *Severability*. The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.

24. **Entire Agreement.** Unless stated otherwise in this Provision 26, the entire agreement of the parties is contained in this Agreement. This Agreement supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein. The following agreements supplement and are a part of this Agreement: None

IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as of the date set forth above.

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320	CITY OF ROSEVILLE	
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323		
324	Mayor	Date
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327		
328	City Manager	Date
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332	LHB INC.	
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334		
335	By:	
336	•	Date
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339	Its:	
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February 17, 2017

Jim Taylor, Parks Superintendent City of Roseville 2660 Civic Center Drive Roseville, MN 55113 651-792-7107

1716 MARION PARK CONCEPT DESIGN AND PUBLIC ENGAGEMENT PROCESS PROPOSAL FOR SERVICES

Dear Jim:

Thank you for sending the Request for Proposals (RFP) for the 1716 Marion site. We are pleased to provide our proposal for this park planning effort. Included in this proposal are coordination with City staff, facilitation of a public engagement process, concept and schematic design, budget estimation, and final presentations of proposed plan to the Parks and Recreation Commission and City Council. This is a very similar process to what we propose for the 2132 Cleveland site and we hope to find efficiency and synergy by working with you on both simultaneously. I look forward to working with you to refine this proposal to better meet your needs.

SCOPE OF SERVICES

Coordinate Planning efforts in concert with Roseville Parks and Recreation Staff

LHB will work closely with you throughout this process to ensure that we meet your goals. We will conduct a "Focus" (kick-off) meeting and provide regular check-ins and updates on project process, schedule, and budget. The "Focus" meeting will include a team site visit and review of existing conditions.

The City will provide the following:

- Availability and location for the "Focus" and other team meetings
- Attendance and participation in team meetings
- Available surveys and base site information for the site

Meetings and deliverables will include:

- Meeting agendas, notes/summaries
- Plan and photo summary of existing site conditions

Facilitate public meetings to obtain residents wants and desires for their park

Together, we will plan, develop materials for, and conduct three public meetings. We understand that community engagement in this area will require a creative and collaborative approach. We look forward to working with staff to develop the approach in more detail, but currently anticipate that we will need to work directly with local community leaders, perhaps based on existing relationships with the Karen and other community groups and both the Human Rights and Community Engagement commissions, to reach as many people as possible. We also hope to conduct meetings as close to community members as possible (perhaps on site in the park property) or work with Roseville to plan to provide transportation to the meeting site. We are also involved in the Roseville2040 Comprehensive Plan Update process and see opportunities

715.392.2902

Date: February 17, 2017

to coordinate engagement efforts. The public meetings for this project will follow the design process as follows:

- 1. Public Programming Meeting will introduce participants to the existing site opportunities and constraints, previous planning efforts, and process/schedule for construction. It is intended to develop a shared basis of understanding regarding the overall scope of the project and restart the process of exploration and discovery while honoring the work done during 2008 and 2012.
- 2. Conceptual Design Public Meeting will involve a deeper exploration of potential directions for the park program and design directions. It is intended to spark dialog with several options and preliminary solutions for the issues and ideas raised at meeting one, but to still offer a preliminary, "sketchy" stage of the process to invite further revision and discussion.
- 3. Preliminary Master Plan Public Open House will present a single proposed, refined site program and design, based on the feedback received during the second public meeting. The goal for this meeting is to generate community support for the preferred plan, as well as to collect any final suggestions for refinement that can be incorporated into the design documents.

The City will provide the following:

- Schedule, location, and notification for three meetings
- Materials and graphics from related planning process for use in developing meeting materials
- Attendance and participation in three meetings

Meetings and deliverables will include:

- Three preparatory team meetings (one in advance of each meeting, concurrent with design review, as described below)
- Meeting agendas and materials (presentations, boards, exercises, etc.)
- Meeting notes/summaries

Create a park concept design based on outcomes of the Park and Recreation Master Plan and Community process

LHB will develop up to three concepts for the site, exploring different programs and design elements, based on the work done during the master planning processes in 2008 and 2012. These concepts are specifically intended for use at the second public meeting and will be developed to the degree needed to help the public understand the site's potential.

The City will provide the following:

- Coordination and input from discussions with other stakeholders and planning processes
- Timely feedback and review; This proposal anticipates that comments from staff will be consolidated into a single reviewed set and that there will be one round of review and revision for each major milestone (concept design and schematic design).

Meetings and deliverables will include:

- One meeting with staff to review and refine concepts (concurrent with public meeting preparation as described above)
- Concept design documents will include the following information:
 - o Plans and sections illustrating key features and relationships
 - o Precedent imagery to illustrate concepts and programmatic elements
 - o A brief narrative/bullet points describing the three concepts' program and design elements

Park Schematic Design

LHB will refine a preferred concept for the site, based on feedback received at the second public meeting and from City Staff. This concept is specifically intended for use at the third public meeting and will be developed to the degree needed to help the public understand the preferred direction for the park, as well as to assist City Staff in decision making in advance of starting construction documents.

The City will provide the following:

Coordination and input from discussions with other stakeholders and planning processes

Date: February 17, 2017

• Timely feedback and review; This proposal anticipates that comments from staff will be consolidated into a single reviewed set and that there will be one round of review and revision for each major milestone (concept design and schematic design)

Meetings and deliverables will include:

- One meeting with staff to review and refine preferred concept (concurrent with public meeting preparation as described above)
- Schematic design documents will include the following information:
 - o Plans and sections illustrating key features and relationships
 - o Precedent imagery to illustrate concepts and programmatic elements
 - o Two illustrative perspective renderings intended to evoke a sense of place
 - o A brief narrative/bullet points describing the concept's program and design elements
 - o Schematic design-level construction cost estimate (primarily for City Staff's use)

Provide budget estimates for the Preferred Concept

LHB will develop a budget estimate for the preferred (schematic) park layout. This cost estimate is for preliminary planning purposes, to assist City Staff in decision making in advance of starting construction documents.

The City will provide the following:

- Any recent construction cost information deemed relevant to this project.
- Timely feedback and review; This proposal anticipates that comments from staff will be consolidated into a single reviewed set and that there will be one round of review and revision for each major milestone (concept design and schematic design)

Meetings and deliverables will include:

- One meeting with staff to review the cost estimate (concurrent with public meeting preparation as described above)
- Cost estimate in Microsoft Excel format, including approximate quantities and unit costs in 2017 dollars

Provide final presentations and reports to the Parks and Recreation Commission and the City Council

LHB will provide the Commission and Council with a summary overview presentation and memo-style report, describing the process, preferred schematic design (in narrative and plan form), and cost information developed in the steps above. The report and presentation will be formatted to be compatible as an appendix or supplement to Roseville's Park and Recreation Master Plan, though they will also work as a standalone memo describing this process and outcomes.

The City will provide the following:

• Timely feedback and review; This proposal anticipates that comments from staff will be consolidated into a single reviewed set and that there will be one round of review and revision for each major milestone (concept design and schematic design)

Meetings and deliverables will include:

- One meeting with staff to review the summary presentation and report document
- Presentation at one regularly-scheduled Commission meeting and one regularly-scheduled Council meeting

Exclusions:

- Public, agency, focus group, or stakeholder meetings beyond those described above are excluded.
- If other public meetings or other stakeholder engagement are required, LHB will work with you to
 determine a fee before beginning this work to provide a more accurate estimate, based on the type
 of meeting and level of staff involvement anticipated.
- Construction documents and specifications are excluded. If the project proceeds towards bidding and construction as anticipated, LHB will work with you to determine a fee before beginning this

work, based on the schematic design, construction cost estimate, and other information available at that time.

• This proposal assumes that both this and the Cleveland Park process will proceed simultaneously and we have built certain efficiencies (concurrent meetings, similar meeting materials, etc.) into the budget for both projects. If either project does not proceed, the combined cost for each individual project would need to be adjusted accordingly. If that is the case, LHB will work with you to determine a fee before beginning this work to provide a more accurate estimate.

SCHEDULE

Public meetings will occur between February 2017 and June 2017. If the project proceeds to bidding and construction, the schedule for that will be determined in advance of beginning the work.

COMPENSATION

Compensation for the Landscape Architect's services shall be on an hourly not to exceed basis for Twenty Eight Thousand Five Hundred Dollars (\$28,500.00). Reimbursable expenses shall be additional including document reproduction, postage, and mileage and will not exceed Four Hundred Dollars (\$400.00) without prior approval.

TERMS AND CONDITIONS

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Upon your approval of this proposal, LHB will prepare an agreement consistent with the terms and conditions of our standard agreement form.

Please contact me at 612.752.6956 with any questions. I am excited to have the opportunity to continue to work with you and the community of Roseville.

LHB

Lydia Major

Page: 5 Date: February 17, 2017

c: LHB File 160127
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REQUEST FOR COUNCIL ACTION

Date: 5/8/2017

Item No.:

Department Approval

City Manager Approval

South

Item Description: Authorize Planning and Design Services for 2132 Cleveland Avenue

BACKGROUND

In the Roseville Parks and Recreation System Master Plan it was identified that there is a lack of Parks and Recreation Opportunities serving Southwest Roseville. As part, the Roseville Parks and Recreation Renewal Program monies were allocated to actively pursue improvements to this area.

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In 2016, the City purchased a parcel located at 2132 Cleveland Avenue (SE corner of County Road B and Cleveland Avenue) that is approximately .79 acres.

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The City has relatively recently went through a rigourous selection process for consultants for the Master Plan Update and Renewal Program and it was felt that it would be beneficial to seek a proposal from Renewal Consultants LHB. Specifically LHB was the lead consultant on the Master Plan update and was involved in those community discussions about SW Roseville. They understand how it all fits and the community processes utilized and expected.

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Included in your packet is a Standard Agreement for Professional Services for a cost not to exceed \$28,500, plus \$400.00 for reimbursables for a total of \$28,900 and a Planning Proposal from LHB.

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The outlined process is similar to past community involvement efforts and would, in the end; result in a Master Plan for the park.

O POLICY OBJECTIVE

The process for involving community members to review, discuss and recommend improvements to City facilities is consistent with the City's efforts for community engagement and input.

FINANCIAL IMPACTS

The total cost of this recommended design portion of this project as outlined is \$28,900. The cost would be paid for out of Parks and Recreation Renewal Program Monies.

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The next step after completing this design portion, depending on outcome of community process, will be the actual construction plans and specifications to develop. This will be funded through the planned Renewal Program monies.

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STAFF RECOMMENDATION

Based on the community involvement process, the policy of providing public input on projects and the need and desire to add a park in Southwest Roseville, staff recommends that the City enter into an agreement with LHB for design services as outlined.

REQUESTED COUNCIL ACTION

Motion authorizing the Mayor and City Manager to enter into a Professional Services Agreement with LHB for design services as referenced for a not to exceed amount of \$28,900 for a new park at 2132 Cleveland Avenue to be paid for out of the planned Renewal Program monies.

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Prepared by: Lonnie Brokke, Director of Parks and Recreation

Jim Taylor, Parks Superintendent

Attachment: A. Standard Agreement for Professional Services

B. LHB Planning Proposal



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43 44 **Standard Agreement for Professional Services**

This Agreement ("Agreement") is **made** on the 1 day of March, 2017, between the City of Roseville, a municipal corporation (hereinafter "City"), and LHB Incorporated located at 701 Washington Avenue N., Suite 200, Minneapolis MN. 55401 (hereinafter "Contractor").

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of Contractors to provide a variety of professional services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the performance of professional services by the Contractor.

The City and Contractor agree as follows:

- 1. Scope of Work Proposal. The Contractor agrees to provide the professional services shown in Exhibit "A" attached hereto ("Work") in consideration for the compensation set forth in Provision 3 below. The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Contractor.
- 2. **Term.** The term of this Agreement shall be from contract execution through January 31, 2018, the date of signature by the parties notwithstanding.
- 3. Compensation for Services. The City agrees to pay the Contractor the compensation described in Exhibit A attached hereto for the Work, subject to the following:
 - A. Any changes in the Work which may result in an increase to the compensation due the Contractor shall require prior written approval of the City. The City will not pay additional compensation for Work that does not have such prior written approval.
 - B. Third party independent contractors and/or subcontractors may be retained by the Contractor when required by the complex or specialized nature of the Work when authorized in writing by the City. The Contractor shall be responsible for and shall pay all costs and expenses payable to such third party contractors unless otherwise agreed to by the parties in writing.
- 4. City Assistance. The City agrees to provide the Contractor with the following assistance concerning the Work to be performed hereunder:
 - A. Depending on the nature of the Work, Contractor may from time to time require access to public and private lands or property. To the extent the City is legally and reasonably

able, the City shall provide access to and make provisions to enable the Contractor to enter upon public and private land and property as required for the Contractor to perform and complete the Work.

B. The City shall furnish the Contractor with a copy of any special standards or criteria promulgated by the City relating to the Work, including but not limited to design and construction standards that is needed by the Contractor in order to prepare for the performance of the Work.

C. A person shall be appointed to act as the City's representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Work to be performed under this Agreement, but shall not have the right to enter into contracts or make binding agreements on behalf of the City with respect to the Work or this Agreement.

5. *Method of Payment.* The Contractor shall submit to the City, on a monthly basis, an itemized invoice for Work performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:

A. The Contractor shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, if provided for in Exhibit A, the Contractor shall provide an itemized listing and such documentation of such expenses as is reasonably required by the City. Each invoice shall contain the City's project number and a progress summary showing the original (or amended) amount of the Agreement, current billing, past payments and unexpended balance due under the Agreement.

B. To receive any payment pursuant to this Agreement, the invoice must include the following statement dated and signed by the Contractor: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."

The payment of invoices shall be subject to the following provisions:

A. The City shall have the right to suspend the Work to be performed by the Contractor under this Agreement when it deems necessary to protect the City, residents of the City or others who are affected by the Work. If any Work to be performed by the Contractor is suspended in whole or in part by the City, the Contractor shall be paid for any services performed prior to the delivery upon Contractor of written notice from the City of such suspension.

B. The Contractor shall be reimbursed for services performed by any third party independent contractors and/or subcontractors only if the City has authorized the

90 retention of and has agreed to pay such persons or entities pursuant to Section 3B above.

6. **Project Manager and Staffing.** The Contractor has designated Lydia Major, Landscape Architect to perform and /or supervise the Work, and as the persons for the City to contact and communicate with regarding the performance of the Work. The Project Contacts shall be assisted by other employees of the Contractor as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. Contractor may not remove or replace Project Contracts without the prior approval of the City.

7. **Standard of Care.** All Work performed by the Contractor under this Agreement shall be in accordance with the normal standard of care in Ramsey County, Minnesota, for professional services of like kind.

8. Audit Disclosure. Any reports, information, data and other written documents given to, or prepared or assembled by the Contractor under this Agreement which the City requests to be kept confidential shall not be made available by the Contractor to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Contractor or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. The Contractor shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota Government Data Practices Act, to the extent the Act is applicable to data, documents, and other information in the possession of the Contractor.

9. **Termination.** This Agreement may be terminated at any time by the City, with or without cause, by delivering to the Contractor at the address of the Contractor set forth on page 1, a written notice at least seven (7) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the Contractor shall be paid for services rendered (and reimbursable expenses incurred if required to be paid by the City under this Agreement) by the Contractor through and until the date of termination so long as the Contractor is not in default under this Agreement. If however, the City terminates the Agreement because the Contractor is in default of its obligations under this Agreement, no further payment shall be payable or due to the Contractor following the delivery of the termination notice, and the City may, in addition to any other rights or remedies it may have, retain another Contractor to undertake or complete the Work to be performed hereunder.

128 10. *Subcontractor*. The Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. The Contractor shall promptly pay any subcontractor involved in the performance of this Agreement as required by the State Prompt Payment Act.

133 11. *Independent Contractor*. At all times and for all purposes herein, the Contractor is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Contractor an employee of the City.

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137 12. *Non-Discrimination.* During the performance of this Agreement, the Contractor shall not 138 discriminate against any person, contractor, vendor, employee or applicant for employment 139 because of race, color, creed, religion, national origin, sex, marital status, status with regard 140 to public assistance, disability, sexual orientation or age. The Contractor shall post in 141 places available to employees and applicants for employment, notices setting forth the 142 provision of this non-discrimination clause and stating that all qualified applicants will 143 receive consideration for employment. The Contractor shall incorporate the foregoing 144 requirements of this Provision 12 in all of its subcontracts for Work done under this 145 Agreement, and will require all of its subcontractors performing such Work to incorporate 146 such requirements in all subcontracts for the performance of the Work. The Contractor 147 further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota 148 Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with 149 Disabilities Act of 1990.

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151 13. Assignment. The Contractor shall not assign this Agreement, nor its rights and/or 152 obligations hereunder, without the prior written consent of the City.

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154 Services Not Provided For. No claim for services furnished by the Contractor not 14. 155 specifically provided for herein shall be paid by the City.

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15. Compliance with Laws and Regulations. The Contractor shall abide with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work. The Contractor and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation by the Contractor of statutes, ordinances, rules and regulations pertaining to the Work to be performed shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.

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Waiver. Any waiver by either party of a breach of any provisions of this Agreement shall 166 16. 167 not affect, in any respect, the validity of the remainder of this Agreement.

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Indemnification. The Contractor agrees to defend, indemnify and hold the City, its 17. 170 Council, officers, agents and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or indirectly from a negligent act or omission (including without limitation professional errors or omissions) of the Contractor, its agents, employees, and/or subcontractors pertaining to the performance of the Work provided pursuant to this Agreement and against all losses by reason of the failure of said Contractor to fully perform, in any respect, all of the Contractor's obligations under this Agreement.

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179 18. Insurance.

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181	A.	General Liability. Prior to start	ing the Work, the Contractor shall procure, maintain
182		-	Il protect against claims for bodily injury or death, and
183		<u> </u>	g loss of use, which may arise out of operations by the
184			tor of the Contractor, or by anyone employed by any
185			acts any of them may be liable. Such insurance shall
186			ninimum coverages and limits of liability specified in
187			law. Except as otherwise stated below, the policies
188			ditional insured for the Work provided under this
189			hat the Contractor's coverage shall be primary and
190		noncontributory in the event of a	
191		noncontributory in the event of a	1088.
	D	The Control of a shall man area and	and intain the fellowing minimum in summer a course co
192	Б.		maintain the following minimum insurance coverages
193		and limits of liability with respec	et to the work:
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195		Worker's Compensation:	Statutory Limits
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197		Employer's Liability	\$500,000 each accident
198		(Not needed for	\$500,000 disease policy limit
199		Minnesota based	\$500,000 disease each employee
200		Contractor):	
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202		Commercial General Liability:	\$1,000,000 per occurrence
203		•	\$2,000,000 general aggregate
204			\$2,000,000 Products – Completed Operations
205			Aggregate
206			\$100,000 fire legal liability each occurrence
207			\$5,000 medical expense
208			7-7
209		Comprehensive Automobile	
210		Liability:	\$1,000,000 combined single limit (shall include
211		Eldollity.	coverage for all owned, hired and non-owed
212			vehicles.
213			venicles.
213	\mathbf{C}	The Commercial Constal Lightle	ity policy(ies) shall be equivalent in coverage to ISO
	C.		
215		form CG 0001, and shall include	the following:
216		D 111 11 11 1	
217		a. Personal injury with Employ	ment Exclusion (if any) deleted;
218			
219		b. Broad Form Contractual Liab	oility coverage; and
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221		c. Broad Form Property Damag	ge coverage, including Completed Operations.
222			
223			
224	D.		et all insurance coverages required under this Provision
225		18 at Contractor's sole expense a	and with insurance companies licensed to do business
226		in the state in Minnesota and ha	aving a current A.M. Best rating of no less than A-,

unless otherwise agreed to by the City in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Provision:

a. All policies, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);

b. All policies, Worker's Compensation Policies, shall contain a waiver of subrogation naming "the City of Roseville";

c. All policies, Worker's Compensation Policies, shall name "the City of Roseville" as an additional insured;

d. All policies, Worker's Compensation Policies, shall insure the defense and indemnify obligations assumed by Contractor under this Agreement; and

e. All policies shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City.

A copy of the Contractor's insurance declaration page, Rider and/or Endorsement, as applicable, which evidences the compliance with this Paragraph 18, must be filed with City prior to the start of Contractor's Work. Such documents evidencing insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Contractor has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Contractor of any deficiencies in such documents and receipt thereof shall not relieve Contractor from, nor be deemed a waiver of, City's right to enforce the terms of Contractor's obligations hereunder. City reserves the right to examine any policy provided for under this Provision 18.

E. If Contractor fails to provide the insurance coverage specified herein, the Contractor will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Contractor, its contractors, subcontractors, agents, employees or delegates. Contractor agrees that this indemnity shall be construed and applied in favor of indemnification. Contractor also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

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If a claim arises within the scope of the stated indemnity, the City may require Contractor to:

a. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or

b. Furnish a written acceptance of tender of defense and indemnity from Contractor's insurance company.

Contractor will take the action required by the City within fifteen (15) days of receiving notice from the City.

19. *Ownership of Documents*. All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement ("Information") shall become the property of the City, but the Contractor may retain copies of such documents as records of the services provided. The City may use the Information for any reasons it deems appropriate without being liable to the Contractor for such use. The Contractor shall not use or disclose the Information for purposes other than performing the Work contemplated by this Agreement without the prior consent of the City.

29. *Conflicts.* No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision shall render this Agreement void.

298 21. *Governing Law.* This Agreement shall be controlled by the laws of the State of Minnesota.

300 22. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

303 23. *Severability*. The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.

24. **Entire Agreement.** Unless stated otherwise in this Provision 26, the entire agreement of the parties is contained in this Agreement. This Agreement supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein. The following agreements supplement and are a part of this Agreement: None

IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as of the date set forth above.

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320	CITY OF ROSEVILLE	
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324	Mayor	Date
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328	City Manager	Date
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332	LHB INC.	
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335	By:	
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February 17, 2017

Jim Taylor, Parks Superintendent City of Roseville 2660 Civic Center Drive Roseville, MN 55113 651-792-7107

2132 CLEVELAND PARK CONCEPT DESIGN AND PUBLIC ENGAGEMENT PROCESS PROPOSAL FOR SERVICES

Dear Jim:

Thank you for sending the Request for Proposals (RFP) for the 2132 Cleveland site. We are pleased to update our proposal for this park planning effort to better meet your needs. Included in this proposal are coordination with City staff, facilitation of a public engagement process, concept and schematic design, budget estimation, and final presentations of proposed plan to the Parks and Recreation Commission and City Council. This is a very similar process to what we propose for the 1716 Marion site and we hope to find efficiency and synergy by working with you on both simultaneously. I look forward to working with you to refine this proposal to better meet your needs.

SCOPE OF SERVICES

Coordinate Planning efforts in concert with Roseville Parks and Recreation Staff

LHB will work closely with you throughout this process to ensure that we meet your goals. We will conduct a "Focus" (kick-off) meeting and provide regular check-ins and updates on project process, schedule, and budget. The "Focus" meeting will include a team site visit and review of existing conditions.

The City will provide the following:

- Availability and location for the "Focus" and other team meetings
- Attendance and participation in team meetings
- Available surveys and base site information for the site

Meetings and deliverables will include:

- Meeting agendas, notes/summaries
- Plan and photo summary of existing site conditions

Facilitate public meetings to obtain residents wants and desires for their park

Together, we will plan, develop materials for, and conduct three public meetings. We are also involved in the Roseville2040 Comprehensive Plan Update process and see opportunities to coordinate engagement efforts. These meetings will follow the design process as follows:

- 1. Public Programming Meeting will introduce participants to the existing site opportunities and constraints, previous planning efforts, and process/schedule for construction. It is intended to develop a shared basis of understanding regarding the overall scope of the project and restart the process of exploration and discovery while honoring the work done during 2008 and 2012.
- 2. Conceptual Design Public Meeting will involve a deeper exploration of potential directions for the park program and design directions. It is intended to spark dialog with several options and

- preliminary solutions for the issues and ideas raised at meeting one, but to still offer a preliminary, "sketchy" stage of the process to invite further revision and discussion.
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 - o A brief narrative/bullet points describing the three concepts' program and design elements

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Date: February 17, 2017

- o Precedent imagery to illustrate concepts and programmatic elements
- o Two illustrative perspective renderings intended to evoke a sense of place
- o A brief narrative/bullet points describing the concept's program and design elements
- o Schematic design-level construction cost estimate (primarily for City Staff's use)

Provide budget estimates for the Preferred Concept

LHB will develop a budget estimate for the preferred (schematic) park layout. This cost estimate is for preliminary planning purposes, to assist City Staff in decision making in advance of starting construction documents.

The City will provide the following:

- Any recent construction cost information deemed relevant to this project.
- Timely feedback and review; This proposal anticipates that comments from staff will be consolidated into a single reviewed set and that there will be one round of review and revision for each major milestone (concept design and schematic design)

Meetings and deliverables will include:

- One meeting with staff to review the cost estimate (concurrent with public meeting preparation as described above)
- Cost estimate in Microsoft Excel format, including approximate quantities and unit costs in 2017 dollars

Provide final presentations and reports to the Parks and Recreation Commission and the City Council

LHB will provide the Commission and Council with a summary overview presentation and memo-style report, describing the process, preferred schematic design (in narrative and plan form), and cost information developed in the steps above. The report and presentation will be formatted to be compatible as an appendix or supplement to Roseville's Park and Recreation Master Plan, though they will also work as a standalone memo describing this process and outcomes.

The City will provide the following:

• Timely feedback and review; This proposal anticipates that comments from staff will be consolidated into a single reviewed set and that there will be one round of review and revision for each major milestone (concept design and schematic design)

Meetings and deliverables will include:

- One meeting with staff to review the summary presentation and report document
- Presentation at one regularly-scheduled Commission meeting and one regularly-scheduled Council meeting

Exclusions:

- Public, agency, focus group, or stakeholder meetings beyond those described above are excluded.
- If other public meetings or other stakeholder engagement are required, LHB will work with you to determine a fee before beginning this work to provide a more accurate estimate, based on the type of meeting and level of staff involvement anticipated.
- Construction documents and specifications are excluded. If the project proceeds towards bidding
 and construction as anticipated, LHB will work with you to determine a fee before beginning this
 work, based on the schematic design, construction cost estimate, and other information available at
 that time.
- This proposal assumes that both this and the Marion Park process will proceed simultaneously and we have built certain efficiencies (concurrent meetings, similar meeting materials, etc.) into the budget for both projects. If either project does not proceed, the combined cost for each individual project would need to be adjusted accordingly. If that is the case, LHB will work with you to determine a fee before beginning this work to provide a more accurate estimate.

SCHEDULE

Public meetings will occur between February 2017 and June 2017. If the project proceeds to bidding and construction, the schedule for that will be determined in advance of beginning the work.

COMPENSATION

Compensation for the Landscape Architect's services shall be on an hourly not to exceed basis for Twenty Eight Thousand Five Hundred Dollars (\$28,500.00). Reimbursable expenses shall be additional including document reproduction, postage, and mileage and will not exceed Four Hundred Dollars (\$400.00) without prior approval.

TERMS AND CONDITIONS

Ji Mi

Upon your approval of this proposal, LHB will prepare an agreement consistent with the terms and conditions of our standard agreement form.

Please contact me at 612.752.6956 with any questions. I am excited to have the opportunity to continue to work with you and the community of Roseville.

LHB

Lydia Major



TO: Bryan Lloyd, Senior Planner

Kari Collins, Community Development Director

Pat Trudgeon, City Manager

Roseville City Council

FROM: Lonnie Brokke, Director of Parks and Recreation

SUBJECT: Park Dedication Ordinance 1103.07

DATE: May 9, 2017

CC: Parks and Recreation Commission Recommendations

The Parks and Recreation Commission met one time to review and discuss a consultant proposal for revisions to the Subdivision Code 1103.07 - Park Dedication.

The following is a summary of recommendations from their May 2, 2017 Parks and Recreation Commission meeting:

- Keep the Park Dedication Ordinance simple, clear and concise
- Do not use language that creates potential for negotiation
- Limit the opportunity for potential conflicts and competition for funds (funds are limited and unpredictable)
- Limit Park Dedication to land for parkland purposes only, cash or combination (not to expand to trails, pathways,) for use within park boundaries only
- Add back the Land Dedication amount of 5% and 10% (this should be very specific)
- Important that all Park Dedication issues are referred to the Parks and Recreation Commission

Below is a red lined version of their suggestions:

Purpose: Minnesota Statutes 462.358, subdivisions 2b and 2c regarding park dedication offers the opportunity to improve and create connections to a system of open spaces and parks, and pathways as part of the subdivision process. The City, at its discretion, will determine whether park dedication is required in the form of land, cash contribution, or a combination of cash and land. This decision will be based on existing and proposed development and on the goals, plans, and policies of the City including, but not limited to, those embodied by the Parks and Recreation System Master Plan Pathways Master Plan, and the Comprehensive Plan.

Condition to Approval: Park dedication will be required as a condition to the approval of any subdivision of land resulting in a net increase of development sites comprising more than one acre of land. The Parks and Recreation Commission shall recommend, in accordance with Statute and after consulting the approved plans and policies noted herein, either a portion of land to be dedicated to the public for park purposes, or in lieu thereof, a cash deposit given to the City to be used for park purposes, or a combination of land and cash deposit. If a tract of land to be divided encompasses all or part of a site designated as a planned park, recreational facility, playground, trail, wetland, or open space dedicated for public use in the Comprehensive Plan, Pathways Master Plan, Parks and Recreation System Master Plan, or other relevant City plan, the commission may recommend the applicant to dedicate land in the locations and dimensions indicated on said plan or map to fulfil all or part of the park dedication requirement.

Park Dedication Fees: <u>The land portion to be dedicated in all residentially zoned areas shall be 10% and 5% in all other areas.</u> Park dedication fees shall be reviewed and determined annually by City Council resolution and established in the fee schedule in Chapter 314 of this Code.

Utility Dedications Not Qualified: Land dedicated for required street right-of-way or utilities, including drainage, does not qualify as park dedication.

Payment in lieu of dedication: In all zones in the city where park dedication of land is deemed inappropriate by the City, the owner and the City shall agree to have the owner deposit a-the required sum of money at the time of the subdivision to satisfy the Park Dedication requirement in lieu of a dedication of land as part of the Development Agreement required in Section 1102.07 of this Title.

Overall, the Parks and Recreaton Commission supports trail and pathway development and maintenance as a separate and distinct area.

The Parks and Recreation Commission definitely wants to be further involved in and make recommendations to any further renditions.

Jurisdictions struggle over how many deer are enough

Sickly animals raise questions about culling as DNR studies issue. **By** <u>David Peterson</u> Star Tribune May 15, 2017 — 12:46am

Dennis Anderson, Star Tribune

Some experts have said that there are too many deer in some jurisdictions.

An abundance of sickly and undernourished deer in the metro area is raising questions about whether cities are doing enough to keep them healthy by keeping their numbers down.

"Ramsey County should have 300 to 400 deer, not the 1,200 to 1,500 that it has," said John Moriarty, senior wildlife manager at Three Rivers Park District, who lives near Roseville's deer cull and sees deer often in his backyard. "Ramsey has a lot more deer than [it] should."

Under pressure from an outside audit that found shortcomings in the agency's approach to deer, the Minnesota Department of Natural Resources (DNR) is devising its first-ever comprehensive plan to manage the state's entire deer herd, beyond overseeing hunting.

And Topic A — in fact, a topic to be taken up this week at a meeting in Sauk Rapids — is the health of the deer.

The DNR planning process, designed to yield a proposal toward the end of this year, is expected to ponder whether the state should take a more proactive role in steering the situation rather than letting often ill-informed local elected officials decide.

"It's challenging," Moriarty said, "when one city will [follow expert advice on culling deer] and another won't. Because the deer don't care which side of the road they're on."

"The DNR needs more boots on the ground to be doing fieldwork," said Valerie Bombach, project manager for the state Office of the Legislative Auditor. "Some areas of the state could sustain more deer and [in] others, some say there are way too many deer. We didn't see them connecting all the pieces. They should sample deer for signs of poor health. Other states do that."

Feeding ban considered

The citizens of Roseville were warned last winter that the sound of muffled gunshots might linger for weeks as sharpshooters thinned out the city's deer. It turned out that 20 animals were killed at baiting sites on a single evening.

More arresting, however, was what examinations of the deer turned up. They were skinny, and females expected to be carrying fawns weren't. Deer had been limping on broken bones, likely from crashes with cars. One had been shot before.

The hunters, with the U.S. Department of Agriculture's (USDA) wildlife arm, left Roseville believing that "an overabundant deer population in questionable health still remains in the city" despite all the gunfire.

Their report suggested that local reluctance to bring down Bambi may be preventing wildlife scientists from doing what they believe is needed to protect the animals' welfare.

One possibility being considered by the DNR is a statewide ban on feeding deer.

Such bans, condemned by wildlife managers for a variety of reasons, are imposed now only in piecemeal fashion across the metro area by individual jurisdictions. Blaine went that route just this spring, and Roseville in 2015. But it's far from a universal practice and attracts anger when done.

Still, one of the most striking findings from a round of public hearings throughout the state in recent months, said Adam Murkowski, the state's top deer analyst, was the degree of support for that proposition.

"In the 12 meetings we had," he said, "it surprised a lot of folks inside DNR how people are putting together the puzzle that when they see the wildlife gathering at a feeding site it creates issues: unnatural concentrations, collisions with cars. It stops deer from going where they traditionally winter and can compromise their ability to survive.

"Public input shows people want us to explore [how to handle] feeding of deer and all that litany of things that aren't good for deer."

'No magic number'

In the case of the Roseville findings, park professionals and wildlife experts differ over how much they should be concerned about the observations and whether deer densities should be throttled back,

Shawn Riley, who teaches human dimensions of wildlife management at Michigan State University, said he's comfortable letting local politicians hold sway.

"There is no magic number that I can tell you or anyone else can tell you is right for a community," he said. "Citizens living right next door will disagree on whether there are too many or too few."

For instance, a lack of deer fetuses may be nature's way of adapting to circumstances, he said.

Gary Nohrenberg, the USDA's Wildlife Services director in Minnesota, said his team's health findings in Roseville are not terribly unusual around the metro. His agency would take out more deer if allowed, he said. "It's quite a concern," he said, noting that he can see from his car deer limping around the metro area, likely after having survived accidents.

DNR managers said the Roseville findings did play into a recommendation they made in March to continue the deer culling in that city. Cynthia Osmundson, regional wildlife director, said: "Another 20 again next time would help bring it down below or within a more reasonable number.

"The population in a city," she added, "can get away from you."

mailto:dapeterson@startribune.com?subject=Minnesota jurisdictions struggle over how many deer are enough 651-925-5039





Blooming Boulevard Flower Planting Saturday, May 20 Central Park / Lexington Blvd.



Putt, Par & Paint Thursday, May 25 Cedarholm Golf Course



Citywide Garage Sale Thursday - Saturday, June 1 - 3 at garages throughout Roseville



"Shine Bright" **Roseville School of Dance Spring Recital** June 10 - 11, RAHS Auditorium



Summer Entertainment: Live @ the Rog June 11 - August 13 **Central Park / Frank Rog Amphitheatre**



Puppet Wagon Preview Party June 15 at Kinderberry Hill June 20 - August 10 at various parks



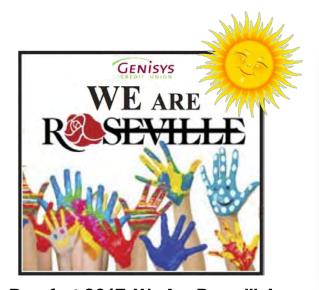
Roll-In Movies @ the OVAL Fridays: June 16, July 21, August 18 **Guidant John Rose MN OVAL**



Discover Your Parks June 21 - August 16 A different park every week!



"Lion King JR" - June 22 - 26, CP Rog Amphitheater "Brigadoon" - August 3 - 13, Como Lakeside Pavilion



Rosefest 2017: We Are Roseville! June 22 - 26: Parade on 26th July 4: Party in the Park!



Women, Wine and (no) Whiffs Thursday, July 20 **Cedarholm Golf Course**



Natural Resource Saturdays

June 17: Raingarden Planting @ Lexington Park

July 15: Garlic Mustard Pull @ Villa Park

Natural Resource Sustainability Training @ Villa Park Aug 19: Shoreline Hand Pull @ Oasis Park

Sept 16: Seed Collection & Weeding @ Arboretum





2017 ROLL IN MOVIES At the OVAL Presented By: GREAT SOUTHERN



Free of charge courtesy of:















Natural Resources Renewal

Join the Team!

Make a lasting impact with minimum time commitment. Join friends, neighbors and other community members for a fun, informative and high impact gathering to support Roseville's Natural Resources Restoration Program. Come to one, come to all, come when it works for you and your schedule. The Natural Resouces Renewal team meets on the third Saturday of the month and on Martin Luther King Day in January from 10:00 am to noon to work on a specific restoration project in one of Roseville's parks. Each event begins with an overview of the city-wide plan, the status of the plan and the day's identified task. Contact Kelly O'Brien for more information or join us for one of the events. Be a part of these exciting efforts to restore the eco-balance throughout our park system.



The Project

Roseville Parks and Recreation is in the midst of an aggressive ecorestoration project to remove invasive/nonnative plant species from City parks. This 376-acre natural resources renewal project is taking place over a three-year period from 2014-17 and includes prairie/savanna, wetland, and shoreline restoration and management.



Saturday, June 17 Raingarden Maintenance 10 a.m. to noon Lexington Park 2131 Lexington Avenue N.



Upcoming Renewal Event

Saturday, July 15 Natural Resources Training & Garlic Mustard Pull 10 a.m. to noon Villa Park 2055 Cohansey Blvd

Kelly O'Brien

Volunteer Coordinator

Phone: 651-792-7028

Email: kelly.obrien@cityofroseville.com

www.cityofroseville.com/volunteeropportunities



Roseville's Legendary

Puppet Wagon

June 20 - August 10 ~ Catch a new show each week!







15-20 min. shows, Tuesday, Wednesday & Thursday mornings:

Day	9:30am	10:30am	11:30am
Tues.	Oasis Park	Villa Park	Lexington Park
Wed.	Acorn Park	Central Park, Victoria West	Autumn Grove Park
Thurs.	Owasso Hills Park	Rosebrook Park	Lauderdale Park

All shows are family friendly & include a variety of classic tales.



Puppet Wagon visits all Discover Your Parks events for a special performance.

Puppet Wagon Sponsored by





Roseville Parks & Recreation 2660 Civic Center Drive ~ Roseville, MN 55113 cityofroseville.com/parks (651) 792-7110

Discover Your Parks



6:30 - 8:00 pm

Meet at the park for summer-time play-time. Enjoy themed activities, recreation fun, crafts,

Day	Date	Location
Wed.	June 21	Central Park, Lexington: Playground Celebration
Fri.	June 23	Central Park School Gym: Superhero Carnival
Wed.	June 28	Tamarack Park: Playground Celebration
Thurs.	July 6	Oasis Park
Wed.	July 12	Rosebrook Park
Wed.	July 19	Woodhill Park
Wed.	July 26	Langton Lake Park @ County Road C-2
Wed.	Aug. 2	Howard Johnson Park
Wed.	Aug. 9	Keller Mayflower Park
Wed.	Aug. 16	Central Park, Muriel Sahlin Arboretum







Discover Your Parks is sponsored by:





2465 Fairview Ave N., Roseville, MN 55113

