


ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6-29-09
Item No.: 12.c

Department Approval

City Manager Approval



Item Description: Consider Approving an Agreement with the Roseville Central Park Foundation for a Restroom Facility at the Muriel Sahlin Arboretum in Roseville Central Park

BACKGROUND

In 1997, the City Council adopted the Master Plan for the Muriel Sahlin Arboretum in Roseville Central Park. Since that time the first three phases of development have been completed with the support, commitment and financial assistance of the Roseville Central Park Foundation and others. Since the inception of the Arboretum the Central Park Foundation has placed it as a high priority on the list of projects to fund. Much of the capital development that has occurred over the years has been the result of the Central Park Foundation and other donations and sponsorships.

To further the development, the next logical project in the Arboretum Master Plan of strong interest by the Roseville Central Park Foundation is the installation of phase 1 of a restroom facility. The total capital cost for this project is projected to be approximately \$200,000. The Central Park Foundation Board is eager, willing, and capable and has approved moving forward with the funding of this project this year.

Staff has been working with the Central Park Foundation and the City Attorney to develop an agreement whereby the Foundation will construct the restroom facility and at completion will contribute the facility as a gift to the City of Roseville. This unique approach gives the Central Park Foundation an opportunity to solicit quotes, obtain contributions for materials, supplies and labor, solicit additional donations, etc.

Attached is a copy of the:

- Master Plan for the Muriel Sahlin Arboretum indicating general restroom location
- Drawing of phase 1 of the restroom facility by Busch Architects
- Drawing of phase 2 of the restroom facility by Busch Architects
- Agreement outlining the approach and the details

The City staff, Parks and Recreation Commission, Arboretum Committee, City Attorney and the Roseville Central Park Foundation has reviewed the proposal and recommends acceptance of phase 1 of the Restroom facility as proposed.

The maintenance and operation rests with the City Parks and Recreation Department. Currently the M&O is being accomplished by the existing Park Maintenance Crew and as the Arboretum

33 develops the need will exist to increase maintenance capabilities. For the restroom facility project,
34 the maintenance will be performed by existing maintenance staff with any additional materials,
35 supplies and facility utilities anticipated to be covered by usage fees of the arboretum.

36 **POLICY OBJECTIVE**

37 The following is the City of Roseville's policy regarding the acceptance of donations:

- 38 ■ Minnesota Statute requires all donations to be officially accepted by the City
39 Council.
- 40 ■ The staff will not solicit donations.
- 41 ■ Donors will be informed that no conditions or promises of future favorable city
42 action on their behalf may be attached to the gift.

43 **FINANCIAL IMPACTS**

44 All planning and capital costs associated with the project will be paid for by the Roseville Central
45 Park Foundation. This is consistent with their mission and historical perspective. The capital
46 improvement will become the property of the City of Roseville as a gift and therefore there is an
47 associated M&O cost that will be the responsibility of the City. The maintenance will be performed
48 by existing maintenance staff and any additional materials, supplies and facility utilities is
49 anticipated to be covered by usage fees of the arboretum.

50 **STAFF RECOMMENDATION**

51 Based upon the review and recommendation of the Parks and Recreation Commission, the
52 Roseville Central Park Foundation and the Muriel Sahlin Arboretum Committee, staff
53 recommends acceptance of phase 1 of the restroom facility and that the City enter into the
54 proposed agreement with the Roseville Central Park Foundation to construct the restroom facility
55 at the Muriel Sahlin Arboretum.

56 **REQUESTED COUNCIL ACTION**

57 Motion accepting the donation of phase 1 of a restroom facility at the Muriel Sahlin Arboretum as
58 proposed and authorize the Mayor and City Manager to sign the attached agreement between the
59 Roseville Central Park Foundation and the City of Roseville with final review by the City Attorney.

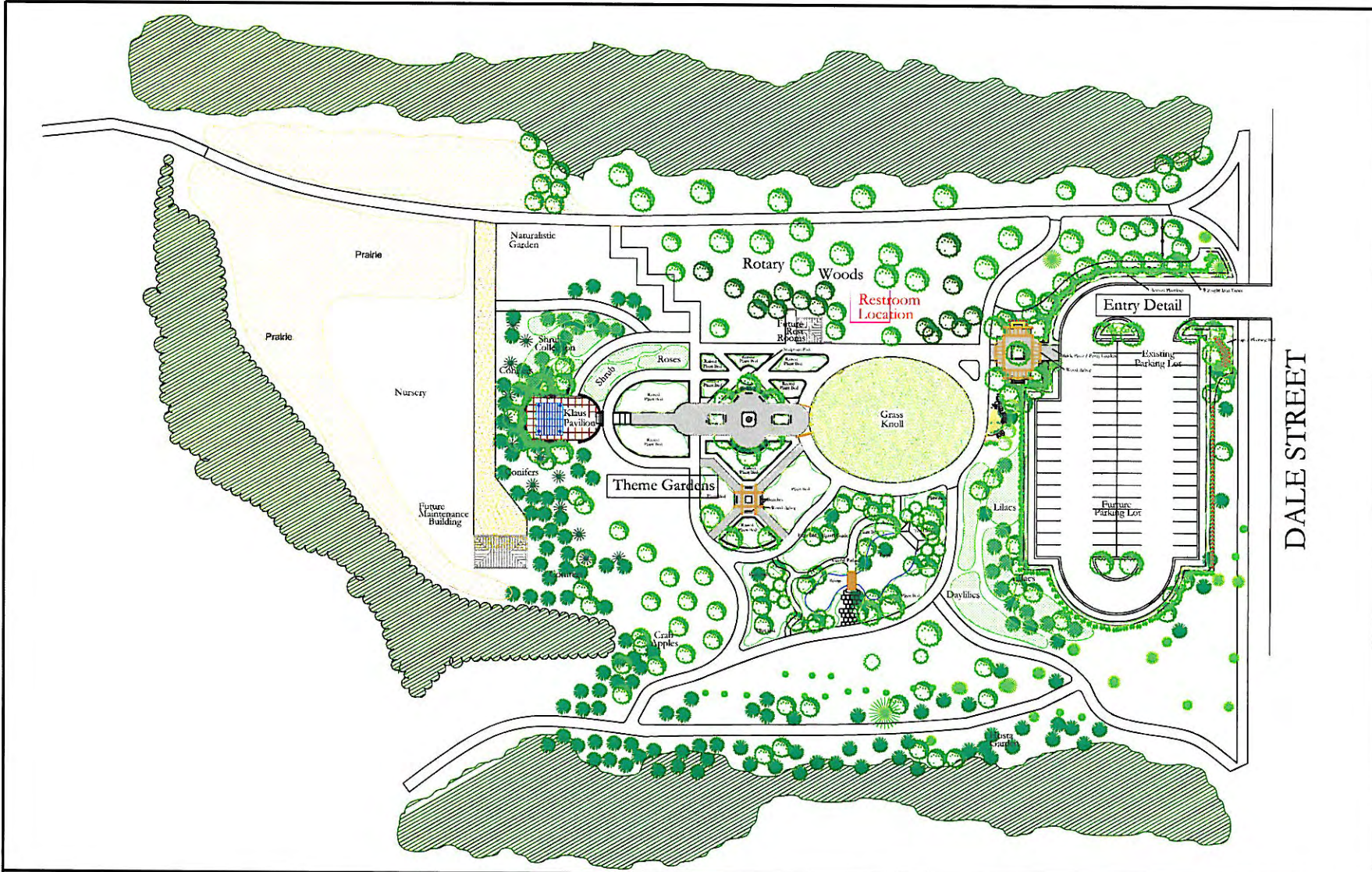
60

61

Prepared by: Lonnie Brokke, Director of Parks and Recreation

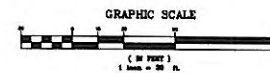
- Attachments:
- A: Master Plan of the Muriel Sahlin Arboretum indicating general area of restroom facility
 - B: Drawing of phase 1 of the restroom facility by Busch Architect
 - C: Drawing of phase 2 of the restroom facility by Busch Architect
 - D: Proposed agreement

62



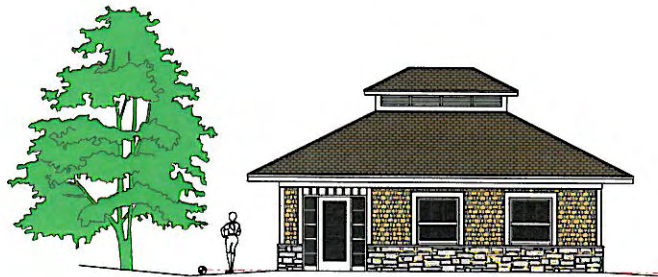
CENTRAL PARK ARBORETUM DEVELOPMENT PLAN

Roseville Parks and Recreation, Roseville, MN

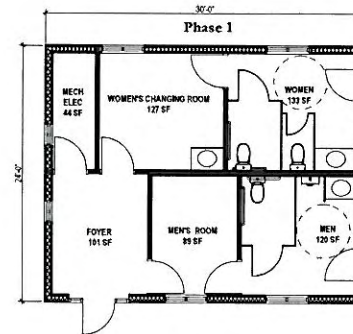




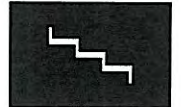
WEST ELEVATION OPTION E
PHASE 1



SOUTH ELEVATION OPTION E
PHASE 1



ROSEVILLE
CENTRAL PARK ARBORETUM
RESTROOM BUILDING
PHASE 1



BUSCH
ARCHITECTS, INC.

2402 UNIVERSITY AVENUE WEST
SUITE 501
SAINT PAUL, MINNESOTA 55114

Tel: 651.845.8475
Fax: 651.845.8071

CONSULTANT

CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: _____ REG. NO. 1989

COMMISSION NO. _____

DRAWN BY: KCB

CHECKED BY: KCB

DATE: February 25, 2018

END ISSUE DATE: _____

REVISION DATES: _____

PROJECT TITLE

ROSEVILLE ARBORETUM RESTROOM/
MEETING ROOM FACILITY
ROSEVILLE, MINNESOTA

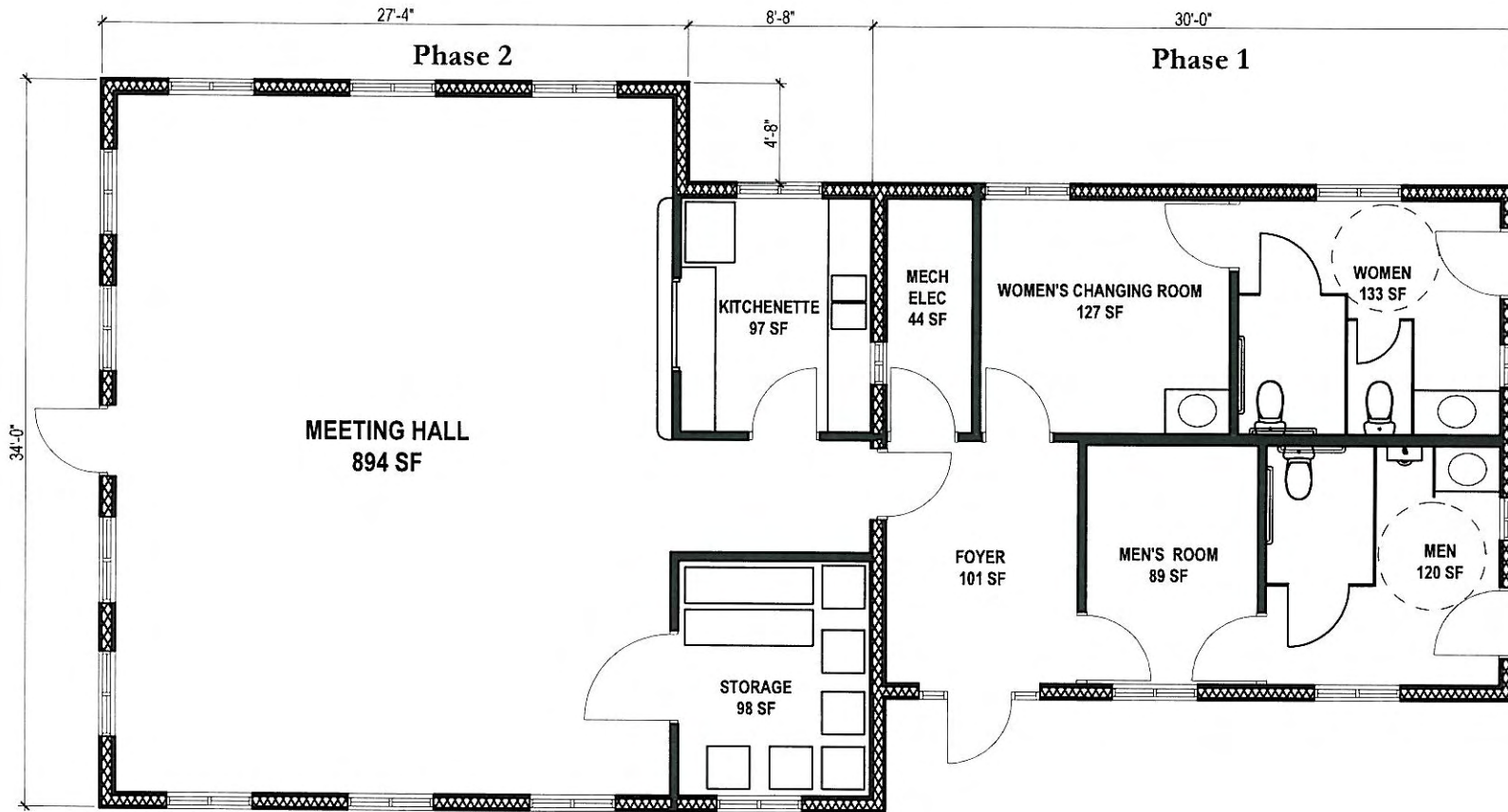
OWNER

CITY OF ROSEVILLE

SHEET TITLE

FLOOR PLAN AND ELEVATIONS

SHEET NO. **A1**
SHEET 1 OF 1



ROSEVILLE
CENTRAL PARK ARBORETUM
RESTROOM BUILDING
PHASE 2

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38

**RECREATION AGREEMENT
BETWEEN
THE CITY OF ROSEVILLE AND
THE ROSEVILLE CENTRAL PARK FOUNDATION**

THIS AGREEMENT is made and entered into this ____ day of _____, 2009, by and between the City of Roseville (hereinafter called “the City”), and The Roseville Central Park Foundation, a Minnesota nonprofit corporation (hereinafter called “the Foundation”) pursuant to the authority of Minn. Stat. § 471.16, et seq.

**ARTICLE I
PREMISES**

The subject of this Agreement is the construction of Central Park’s Muriel Sahlin Arboretum Restroom (“the Restroom”), which is located in Central Park of the City of Roseville, Minnesota legally described in the attached Exhibit A, which is owned by the City.

**ARTICLE II
PURPOSE**

The purpose of this Agreement is to provide for the construction of the restroom at the Muriel Sahlin Arboretum. The parties acknowledge that the funding for the construction of the restroom is being provided from the Roseville Central Park Foundation.

**ARTICLE III
TERM**

The term of this Agreement shall be from __July 1, 2009, until the completion of the Restroom and the acceptance of the Restroom by the City. After final completion, inspection, and acceptance by the City and proof of payment of all construction-related costs by the Foundation, the Restroom shall become a gift to the City pursuant to a Deed of Gift in the form of Exhibit B attached hereto; and the City shall release the Roseville Central Park Foundation from all future claims related thereto.

**ARTICLE IV
RESTROOM CONSTRUCTION**

1. The Foundation shall, at its sole expense, provide for construction of the Restroom. The Restroom shall generally consist of the construction of a new restroom, and general landscaping in the restroom area. Upon receipt of final plans and specifications for the restroom and surrounding area which are acceptable to the Foundation, such plans and specifications shall be submitted to the City for its approval. Upon receipt of written City approval of such plans and specifications, the Foundation shall negotiate with a contractor acceptable to the Foundation and the City for construction of the Restroom. Prior to final execution of a construction contract with such contractor, the construction

1 contract shall be submitted to the City for approval. Upon the City’s written approval of
2 such construction contract, the City shall cause all necessary building and other
3 municipal permits necessary for construction of the restroom to be issued without cost or
4 other charge to the Foundation or the contractor.

5 **ARTICLE V**
6 **ASSIGNMENT AND DELEGATION**

7 The rights and responsibilities of each party under this Agreement shall not be assigned and/or
8 delegated to a third party in whole or in part without the prior written consent of the other party
9 hereto.

10 **ARTICLE VI**
11 **DESIGN AND CONSTRUCTION PROCESS**

- 12 1. The Foundation shall coordinate and conduct project meetings with the Roseville Park
13 and Recreation Commission, the Arboretum Committee, and other appropriate groups to
14 increase awareness and solicit input on building location and design.
- 15 2. The Foundation shall retain the services of a qualified and registered architect to design
16 the Restroom facility and administer the construction process.
- 17 3. Upon timely approval by the City of plans and specifications, and the construction
18 contract, the Foundation shall use all commercially reasonable efforts to cause the
19 Restroom construction to be completed by October 31, 2009, subject to events of force
20 majeure and performance by the Contractor.
- 21 4. Any substantial modifications to the final plans as approved by the City shall be approved
22 by the City and the Foundation. For purposes of this paragraph, “substantial
23 modification” means a modification that would impact the construction cost by more than
24 10% or would materially change the project scope or intended use or appearance of the
25 restroom.
- 26 5. The Roseville Central Park Foundation shall act as a fiscal agent for the project. The
27 Foundation shall, before the commencement of construction, provide evidence,
28 satisfactory to the City, that it has established or maintains a bank, escrow or other
29 account or similar fund for the purposes of funding the restroom construction in an
30 amount at least equal to the amount identified in the construction contract. The
31 Foundation shall provide, or cause the contractor to provide, prior to commencement of
32 construction, a sworn construction statement identifying all subcontractors and material
33 providers working on or providing material for the restroom construction. Upon receipt
34 by the Foundation of a payment application from the contractor, the Foundation shall
35 send a copy thereof to the City. The City shall, upon receipt of such payment application,
36 promptly inspect the Restroom construction to determine that the appropriate work for
37 which the Contractor is requesting payment has been completed in accordance with the
38 approved plans and specifications. Upon receipt of written approval from the City of the
39 work for which payments is being requested, the Foundation shall pay the contractor the
40 amount requested in the applicable payment application to the contractor only upon

1 receipt of lien waivers from the contractor for the amount of the present pay application,
2 and from all subcontractors and material providers being paid out of the proceeds of such
3 payment application, lien waivers for all amounts paid out of previous payment
4 applications. Lien waivers for all work performed will be provided by the contractor and
5 all subcontractors and material providers prior to final payment.

6 6. The Foundation shall assign (without recourse or warranty) all warranties which will be
7 provided in the construction contract to the City.

8 7. The City shall extend municipal sanitary, sewer and water services to serve the Restroom
9 facility,

10 8. The City shall fill dirt into the trenches that are used to extend utilities to the site

11 9. The City shall replace topsoil and rough grade the area disturbed by the trenches.

12 10. If any dispute arises during the construction work, the City shall have the right to be
13 involved in resolution of the dispute as it may affect the City's interests.

14 **ARTICLE VII**
15 **INSURANCE AND BONDS**

16 1. The Foundation shall require the contractor to post performance and payment bonds
17 guaranteeing completion of the restroom construction, as well as payment of
18 subcontractors and material suppliers. Said bonds shall be in the amount of the
19 construction contract, as it/they may be adjusted from time to time. Said bonds shall be
20 submit to and approved by the City in writing.

21 2. The construction contract shall require the contractor to provide commercial general
22 liability insurance with a One Million dollar (\$1,000,000) per occurrence/Two Million
23 Dollar(\$2,000,000) annual aggregate, and all policies shall name the City and the
24 Foundation as an additional insured. Such policies shall also provide that they cannot be
25 canceled except upon written notice to the City and the Foundation.

26 3. The construction contract shall require the contractor to provide builder's risk insurance
27 on the Restroom construction insuring against loss during the period of construction;
28 workers compensation insurance in the statutorily required amount; and employee
29 automobile insurance.

30 4. The construction contract shall contain a provision that the contractor and the
31 subcontractor agree to defend and indemnify the City and the Foundation, and their
32 officers and employees, for any claims against the City or the Foundation that arise from
33 the construction of the Restroom or the contractor's or subcontractors performance or
34 failure to perform its obligations under the construction contract.

35 |
36 **ARTICLE VIII**
37 **RIGHT OF ACCESS**

1
2
3
4
5
6
7
8
9
10

**ARTICLE XII
AMENDMENTS**

Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall only be valid when expressed in writing and duly signed by the parties.

**ARTICLE XIII
ENTIRE AGREEMENT**

This Agreement represents the entire understanding and agreement between the parties hereto and this Agreement may not be altered, changed or amended, except by an instrument in writing and signed by all parties.

WHEREFORE, the parties have executed this Agreement as of the date first set forth above.

ROSEVILLE CENTRAL PARK FOUNDATION

CITY OF ROSEVILLE

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT A

(Legal Description of Roseville Central Park Muriel Sahlin Arboretum)

Acceptance by City of Roseville

The City of Roseville hereby accepts the Deed of Gift from the Roseville Central Park Foundation on this ____ day of _____, 200__, and agrees to all terms and conditions set forth therein.

CITY OF ROSEVILLE, MINNESOTA

By: _____
Its: _____

RRM: #131637/cg