



City Council Agenda

Monday, October 5, 2015

6:00 p.m.

City Council Chambers

(Times are Approximate – please note that items may be earlier or later than listed on the agenda)

- 6:00 p.m. **1. Roll Call**
Voting & Seating Order: McGehee, Willmus, Laliberte, Etten, Roe
- 6:02 p.m. **2. Pledge of Allegiance**
- 6:04 p.m. **3. Approve Agenda**
- 6:05 p.m. **4. Public Comment**
- 6:10 p.m. **5. Council Communications, Reports and Announcements**
- 6. Recognitions, Donations and Communications**
 a. New Officer Introduction
 b. HRC Award Recognition
- 7. Approve Minutes**
- 6:25 p.m. **8. Approve Consent Agenda**
 a. Approve Payments
 b. Approve Business Licenses
 c. Approve General Purchases and Sale of Surplus Items in Excess of \$5000
 d. Award a Professional Services Contract with SRF Consulting Group for the Twin Lakes Area East Collector Improvements
 e. Adopt Resolution Accepting Bids and Awarding Contract for Twin Lakes Parkway Phase 3
 f. Award a Construction Services Contract with SRF Consulting Group for Twin Lakes Parkway Phase III
 g. Approve Terms of 2015-2017 IAFF Firefighters Contract
 h. Approve Owasso Ball Fields Purchase Agreement
- 6:30 p.m. **9. Consider Items Removed from Consent**
- 10. General Ordinances for Adoption**

11. Presentations

- 6:35 p.m. a. Roseville Area Superintendent Aldo Sicoli Introduction
6:40 p.m. b. Joint Meeting with Human Rights Commission

12. Public Hearings

- 7:20 p.m. a. Public Hearing to Consider an On-Sale Intoxicating Liquor License for Pizza Luce VIII, Inc dba Pizza Luce located at 2851 Snelling Ave N

13. Budget Items

14. Business Items (Action Items)

- 7:30 p.m. a. Consider On-Sale Intoxicating Liquor License for Pizza Luce VIII, Inc dba Pizza Luce located at 2851 Snelling Ave N
7:35 p.m. b. Discussion of Civic Engagement Module Policy & Procedures

15. Business Items – Presentations/Discussions

- 7:50 p.m. a. Discuss a Draft Ordinance Regarding Wildlife Management in Roseville

8:10 p.m. **16. City Manager Future Agenda Review**

8:15 p.m. **17. Councilmember Initiated Items for Future Meetings**

8:20 pm. **18. Adjourn**

Some Upcoming Public Meetings.....

Tuesday	Oct 6	6:30 p.m.	Parks & Recreation Commission
Wednesday	Oct 7	5:30 p.m.	Planning Commission
Thursday	Oct 8	6:30 p.m.	Community Engagement Commission
Tuesday	Oct 13	6:30 p.m.	Finance Commission
Monday	Oct 19	6:00 p.m.	City Council Meeting
Wednesday	Oct 21	6:00 p.m.	Human Rights Commission
Monday	Oct 26	6:00 p.m.	City Council Meeting
Tuesday	Oct 27	6:30 p.m.	Public Works, Environment & Transportation Commission

All meetings at Roseville City Hall, 2660 Civic Center Drive, Roseville, MN unless otherwise noted.



MEMORANDUM

DATE: September 24, 2015

TO: City Manager Pat Trudgeon

FROM: Chief Rick Mathwig

SUBJECT: New police officer introduction

At the 10/5/15, City Council Meeting Chief Mathwig will introduce new Roseville police officer Jeffrey Lopez to the City Council and public.



REQUEST FOR COUNCIL ACTION

Date: October 5, 2015
Item No.: 6.b

Department Approval

City Manager Approval



Item Description: Recognize Human Rights Commission Award Recipients

BACKGROUND

The Human Rights Commission (HRC) created a recognition program this year that provides our community the opportunity to nominate individuals, groups and organizations for meritorious service in the pursuit and advocacy of human rights. Nominees must have performed services on behalf of Roseville residents or for Roseville residents.

The HRC received three nominations and a sub-committee was formed to review the nominees. The HRC determined that ranking each nominee this year was unnecessary and all three were worthy of recognition.

HRC Award Recipients this year include:

- Kelly Tennison
- Valerie Swenson
- Roseville Area Middle School Theater Production Team

BUDGET IMPLICATIONS

No budget impact.

STAFF RECOMMENDATION

Staff recommends recognizing each of the Human Rights Commission Award recipients.

REQUESTED COUNCIL ACTION

Recognize each of the Human Rights Commission Award recipients.

Prepared by: Kari Collins, Assistant to the City Manager/City Clerk
Attachments: A: Nominations

Kari Collins

From: noreply@civicplus.com
Sent: Tuesday, February 24, 2015 11:12 AM
To: Kari Collins
Subject: HRC Award Nomination #1

If you are having problems viewing this HTML email, click to view a [Text version](#).

Human Rights Commission Award

Nominator Information

First Name	Last Name
Jenny	Loeck
Phone Number	Email

Nominee Information

Nominees must have performed services on behalf of Roseville residents or for Roseville residents

Name or Business

Kelly Tennison - Roseville Area High School

Address1

1240 Cty. Rd. B-2

City	State	Zip
Roseville	MN	55113

Email

kelly.tennison@isd623.org

This recognition program provides our community the opportunity to nominate individuals, groups and organizations for meritorious service in the pursuit and advocacy of human rights. It encompasses Roseville residents and anyone working on behalf of Roseville residents.

Describe briefly the nominee's activity or accomplishment

Kelly Tennison is an English Language teacher-leader at Roseville Area High School and a leader among our entire Roseville Community. I will be pasting my full letter of recommendation for her below.

Describe the impact on individuals or groups in the Roseville Community. Consider the number of people affected and the longevity or level of change created.

It is my pleasure and privilege to write this letter of recommendation for Ms. Kelly Tennison. I'm currently the Principal at Roseville Area High School and Kelly is the leader of our English Language Program as well as a Lead Teacher for our Alternative Teacher Performance Pay Program. I've known Kelly as her supervisor for the past seven years and I enthusiastically support her nomination as a recipient of the Roseville Human Rights Commission Award. Kelly is an extremely dedicated, organized, creative and student-centered teacher here at Roseville Area High School (RAHS). She is a

tireless advocate for her students and a first-class instructional leader. Kelly has a leading role in delivering our school improvement plan in relationship to growing school-wide instructional differentiation. She has shown great initiative and compassion while working with our EL students and all of our students at RAHS. It was Kelly's energy and leadership that led to the creation of the RAHS Multicultural Leaders Group. This impactful group was composed of various sub-groups of male students of color who were experiencing conflict at RAHS. Kelly developed a working curriculum and relationship-building activities that ultimately eliminated the conflict, increased instructional time, and thusly increased student safety and achievement. She always creatively thinks outside the box and doesn't easily take 'no' for an answer when it comes to supporting our students and families. Kelly was selected as an Instructional Coach / Teacher-Leader at RAHS again due to her steadfast dedication to her students and her ability to deliver an un-wavering and consistent message of support to her professional colleagues. Kelly's peers look to her for guidance, courage, and confidence when attempting new instructional methods. Kelly focuses on building high-quality relationships with her students, families, and colleagues. Her style of leadership builds trust and instructional momentum in the closing of the achievement gap. The instructional practices that Kelly models each and every day are EXACTLY the exemplary practices of a Human Rights Award Winner. Not only has Kelly advanced the common good and helped to close the gap at RAHS; she has advanced and improved teaching practices throughout our Roseville Schools Community. In closing, I most highly recommend Ms. Kelly Tennison as a Roseville Human Rights Commission Award Recipient! Please feel free to contact me with any questions. Sincerely, Dr. Jenny Loeck Principal Roseville Area High School

Provide the names, telephone numbers and e-mail addresses of 3 individuals who can speak to the nominee's efforts. This may include the person completing this form.

Jenny Loeck - RAHS Principal and Nominator Eric Singer - RAHS Associate Principal:
eric.singer@isd623.org Martina Wagner - Roseville Schools EL Supervisor:
martina.wagner@isd623.org

The following form was submitted via your website: Human Rights Commission Award

Nominator Information:

First Name: Jenny

Last Name: Loeck

Phone Number:

Email: j

Nominee Information: Nominees must have performed services on behalf of Roseville residents or for Roseville

residents

Name or Business: Kelly Tennison - Roseville Area High School

Address1: 1240 Cty. Rd. B-2

City: Roseville

State: MN

Zip: 55113

Email :

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Describe briefly the nominee's activity or accomplishment: Kelly Tennison is an English Language teacher-leader at Roseville Area High School and a leader among our entire Roseville Community. I will be pasting my full letter of recommendation for her below.

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Not only has Kelly advanced the common good and helped to close the gap at RAHS; she has advanced and improved teaching practices throughout our Roseville Schools Community.

In closing, I most highly recommend Ms. Kelly Tennison as a Roseville Human Rights Commission Award Recipient! Please feel free to contact me with any questions.

Sincerely,

Dr. Jenny Loeck
Principal
Roseville Area High School

Provide the names, telephone numbers and e-mail addresses of 3 individuals who can speak to the nominee's efforts. This may include the person completing this form.: Jenny Loeck - RAHS Principal and Nominator
Eric Singer - RAHS Associate Principal: eric.singer@isd623.org
Martina Wagner - Roseville Schools EL Supervisor: martina.wagner@isd623.org

Additional Information:

Form Submitted on: 2/24/2015 11:11:58 AM

Submitted from IP Address:

Referrer Page: <http://www.cityofroseville.com/FormCenter/Administration-5/Human-Rights-Commission-Award-50>

Form Address: <http://www.cityofroseville.com/FormCenter/Administration-5/Human-Rights-Commission-Award-50>

Kari Collins

From: noreply@civicplus.com
Sent: Friday, March 27, 2015 4:05 PM
To: Kari Collins
Subject: HRC Award Nomination #2

If you are having problems viewing this HTML email, click to view a [Text version](#).

Human Rights Commission Award

Nominator Information

First Name	Last Name
Monica	Gallagher
Phone Number	Email

Nominee Information

Nominees must have performed services on behalf of Roseville residents or for Roseville residents

Name or Business

Valerie Swenson

Address1

64 Rosewood Drive

City	State	Zip
Little Canada	MN	55117

Phone Number

Email

This recognition program provides our community the opportunity to nominate individuals, groups and organizations for meritorious service in the pursuit and advocacy of human rights. It encompasses Roseville residents and anyone working on behalf of Roseville residents.

Describe briefly the nominee's activity or accomplishment

A reluctant nominee for this award, Valerie Swenson speaks softly but works powerfully, for decades, for human rights change. Her human rights volunteer record covers at least a full page. Since the 1990s, she has been extremely active in working for healthcare access, anti-hunger work, bullying prevention, and justice for domestic violence survivors. At Prince of Peace Lutheran Church in Roseville, from about 1997-2000, Swenson served on the Social Concerns Committee, leading two years of church support for Bread for the World Regional Task Force. In 1994, she initiated a political caucus to promote Single Payer healthcare, and was elected a delegate to the 1994 State DFL Convention. Her favored political candidate at the time remains a major player in expanding Minnesotans' access to healthcare. She continues to write letters and encourage conversations about universal healthcare with state and federal leadership.

Since 2005, she remains active with the Isaiah Domestic Violence Task Force, a group of citizens, professionals, and elected officials that has educated the public about domestic violence prevention and response. As part of the Coalition for Healthcare Justice (COACT), Swenson was elected statewide President during a time of transition, and received their 2001 Activist of the Year Award for her "inspiring leadership, clarity of purpose, and uncompromising sense of humanity in the quest for universal health care." In 2008, Valerie became a key volunteer for a Roseville nonprofit called PeaceMaker Minnesota. PeaceMaker Minnesota was founded in 1998 to provide financial and technical assistance to help schools prevent bullying and impart relational skills such as empathy, advocacy, and kindness. As a PeaceMaker Minnesota board member, she was instrumental in public relations, fundraising, advocacy, and more. She joined PeaceMaker Minnesota's Board of Directors in 2011, and served as Chair from 2013 to 2015.

Describe the impact on individuals or groups in the Roseville Community. Consider the number of people affected and the longevity or level of change created.

As part of her PeaceMaker Minnesota work, she shared her own family's story illustrating the impact of bullying to many different audiences. She helped PeaceMaker go from a family foundation to a community nonprofit. She has since resigned from the PeaceMaker Minnesota Board, but remains an active volunteer helping in the organization's partner school recruitment and fundraising efforts. ISAIAH has influenced local law enforcement practices and local and national legislation affecting domestic violence victims and perpetrators.

Elaborate on any special qualities (i.e. creativity, resourcefulness, stamina, diplomacy) that the nominee demonstrated in achieving this accomplishment.

Don't assume too much, or rather too little, about Swenson's gentle demeanor. Since the 1990s, she has shown great stamina and patience working for four separate human rights concerns in Roseville and the Twin Cities in general: healthcare access, anti-hunger work, bullying prevention, and justice for domestic violence survivors. She has carefully chosen the organizations and individuals whose visions match her own empathetic nature. Her commitment to her human rights priorities remains consistent as her specific volunteer roles change over time. When Swenson received COACT's 2001 Activist of the Year Award, she was cited for her "inspiring leadership, clarity of purpose, and uncompromising sense of humanity in the quest for universal health care." Talking with this healthcare professional, mother, and activist, it is clear that her focus has always been to empower the disenfranchised, and not her own volunteer "career." This is one of the reasons she has been rewarded with progress in all four of her areas of deep concern in her 20+ years of human rights volunteering.

Did the nominee need to overcome any obstacles or exhibit moral courage in order to pursue his or her goal?

Ms. Swenson is clearly a local resident with a big-picture vision of her whole community, aware of the human rights needs around her and willing to risk asking others to acknowledge weaknesses of the systems around them. Asked what she would most like to see in human rights for Roseville and beyond, she was quick to answer, "affordable healthcare for all," and "heightened awareness of proactive prevention of bullying--from children through upper levels of leadership." She is not easily discouraged. She continues to pursue these two lofty goals, seeking and finding incremental progress.

Provide the names, telephone numbers and e-mail addresses of 3

individuals who can speak to the nominee's efforts. This may include the person completing this form.

Senator John Marty, senate office number 651-296-5645 Gwen Gmeinder 651-336-3142
Monica Gallagher, handmo@centurylink.net, 651 795 8819 Dan McNeil, PeaceMaker
Minnesota Director, dmcneil@peacemakermn.org

The following form was submitted via your website: Human Rights Commission Award

Nominator Information:

First Name: Monica

Last Name: Gallagher

Phone Number:

Email: h

Nominee Information: Nominees must have performed services on behalf of Roseville residents or for Roseville residents

Name or Business: Valerie Swenson

Address1: 64 Rosewood Drive

City: Little Canada

State: MN

Zip: 55117

Phone Number:

Email :

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Provide the names, telephone numbers and e-mail addresses of 3 individuals who can speak to the nominee's efforts. This may include the person completing this form.: Senator John Marty, senate office number 651-296-5645

Gwen Gmeinder 651-336-3142

Monica Gallagher, handmo@centurylink.net, 651 795 8819

Dan McNeil, PeaceMaker Minnesota Director, dmcneil@peacemakermn.org

Additional Information:

Form Submitted on: 3/27/2015 4:05:07 PM

Submitted from IP Address:

Referrer Page: <http://www.cityofroseville.com/FormCenter/Administration-5/Human-Rights-Commission-Award-50?savedProgressID=15>

Form Address: <http://www.cityofroseville.com/FormCenter/Administration-5/Human-Rights-Commission-Award-50>

Kari Collins

From: noreply@civicplus.com
Sent: Thursday, April 02, 2015 12:41 PM
To: Kari Collins
Subject: HRC Award Nomination #3

If you are having problems viewing this HTML email, click to view a [Text version](#).

Human Rights Commission Award

Nominator Information

First Name	Last Name
Mary	Bachhuber
Phone Number	Email
651-330-7757	pjmbach@aim.com

Nominee Information

Nominees must have performed services on behalf of Roseville residents or for Roseville residents

Name or Business

RAMS Theater Production Team

Address1

15 County Rd B2 E

City	State	Zip
Little Canada	MN	55117

Phone Number

Email

This recognition program provides our community the opportunity to nominate individuals, groups and organizations for meritorious service in the pursuit and advocacy of human rights. It encompasses Roseville residents and anyone working on behalf of Roseville residents.

Describe briefly the nominee's activity or accomplishment

Roseville Area Middle School's Theatre Production Team enables our community's 7th and 8th graders to stage outstanding drama performances. It consistently provides an engaging creative after-school learning environment for ALL kids, thereby making it worthy of HRC recognition. The philosophy and practice of creating a rewarding drama experience for every interested student is over 20 years strong. I nominate the current production team of at least 18 adult and high school students (listed with this application's contacts). Directors Linsey Owen and Tom Krueger are its leaders.

Describe the impact on individuals or groups in the Roseville Community. Consider the number of people affected and the longevity or level of change created.

Tom Krueger's thoughts on RAMS Theatre: "The biggest thing that stands out to me is

that our students participate and create everything in our program on and off the stage. Additionally, we are unique in that we find a place for everyone, and we welcome students as they are. Often the theatre at RAMS is mentioned as a space that is the safest to the students who participate, and we put much effort into building a community, and working towards students learning how to make others feel included and valued. We also support the development of High School student leaders by bringing them onboard to “intern” with members of the production team. In the past few years we have had high school student interns take on the roles of Sound Design, Lighting Design, Set Building Support, Props Support, Choreography, Piano Accompaniment, and Stage Management.” The team puts on three productions every school year, which means that more weekdays than not, students have theatre after school. In all ways, the quality of the production surpasses one’s expectations for a middle school show, making involvement in RAMS theatre a legitimate source of pride for participants and their loved ones. Ninety-six middle school students participated in the March’s entertaining “Gone with the Breeze.” The large cast acted, sang and danced. Crew team members constructed an elaborate set and finessed the show’s sound, lights, props and costumes. The pit orchestra provided terrific live accompaniment throughout the show. Theatre participants were asked to reflect on their choice to be involved in drama at RAMS. I will provide their powerful responses in a separate e-mail to Kari Collins.

Elaborate on any special qualities (i.e. creativity, resourcefulness, stamina, diplomacy) that the nominee demonstrated in achieving this accomplishment.

Please consider the exceptional demands that normally go into putting on a high quality theatrical performance: long hours (after school every day for months, a weekend dress rehearsal and a strenuous performance schedule of 4 shows within 3 days), the creativity involved in designing sets, costumes, blocking and dance, the patience required to direct 96 teenagers, and the skill it takes to foster positive group dynamics. Add to these the challenge of producing a cohesive show in which none of the kids who audition are cut from the cast. RAMS Theatre meets that challenge! All RAMS students are encouraged to participate and a role is offered to every student who auditions. This means that the team must always account for an unknown number of participants and, more importantly, accommodate for the needs of every student. RAMS Theater provides opportunities for actors who are totally new to the stage and sometimes even new to the English language. It also includes and accommodates for kids with physical, emotional and behavioral special needs. All this makes RAMS Theatre exceptional. Roles and lines are creatively and judiciously amended to incorporate the kids as much as possible, in the manner that best allows each to shine. The team holds all students to high performance and behavioral standards, establishing for the group a means by which everyone can work together. It goes the extra mile by collaborating with RAMS special education teachers, such as Kirsten Simso. Sometimes the creation of behavioral contracts or enhanced communication between home and school is necessary. The goal is to establish and maintain an accommodating environment in which all kids can succeed together. Theatre is also a low cost activity that tries to eliminate socio-economic barriers to participation. To the best of the team’s ability, costumes are provided for the students. This is not a program in which the fantastically elaborate costumes indicate whose family has the most wealth. Additionally noteworthy is the fact that most rehearsals work within the confines of the school’s activity bus schedule. As a result, kids can participate regardless of their parents’/guardians’ ability to provide after-school transportation. These substantial resource-related factors are important to the program’s success with inclusion. In my recent phone conversation with Tom Krueger, he summarized the

magnitude of what RAMS Theater accomplishes. He explained that RAMS Theatre takes kids beyond the point where they're sympathetic to their drama peers. Students develop relationships and understanding at a level that enables empathy.

Did the nominee need to overcome any obstacles or exhibit moral courage in order to pursue his or her goal?

RAMS Theater is constantly crossing hurdles that others would not consider. Every guest I've taken to a RAMS show is flabbergasted by the program's "Include Everyone" policy, especially in light of shows' high quality. They express amazement that such a thing is even considered, much less accomplished.

Provide the names, telephone numbers and e-mail addresses of 3 individuals who can speak to the nominee's efforts. This may include the person completing this form.

Dr. Juanita Hoskins, District 623 Equity & Integration Director and former RAMS Principal juanita.hoskins@isd623.org, work phone 651-604-3748 Todd Richter, RAMS School Counselor TODD.RICHTER@isd623.org, work phone 651-482-5280 School hours, 8:00 a.m.-3:00 p.m. Kirsten Simso, RAMS Special Education Teacher KIRSTEN.SIMSO@isd623.org, work phone 651-482-5280 School hours, 8:00 a.m.-3:00 p.m. Emily Face, RAMS Drama Alum Thefaces81712@gmail.com, will get phone # Production Team for "Gone with the Breeze" Tom Krueger Director Linsey Owen* Music Director/Producer Joan Linck Stage Manager/Crew Boss Katie Hauser Pit Orchestra Director Peg Cavanaugh Props Master/Assistant Director DeAnn O'Connell Costumer Fiona Hannan (RAHS '16) Choreographer Jack Fischer (RAHS '16) Choreographer John Cardinal Master Carpenter Melanie Cogan House Manager Joe Dodge Tech Director Glen Grindahl Scenic Design/Artist Julie Guidry Music Arranger Emma Kiltzke (RAHS '15) Sound Intern Ryan Taylor Publicity Design Emily Face Production Assistant Kayla Jain TA Support Ann Lais TA Support *Linsey Owen has been the director for many years. Tom Krueger acted as director for the March 2015 show while Linsey was on maternity leave.

The following form was submitted via your website: Human Rights Commission Award

Nominator Information:

First Name: Mary

Last Name: Bachhuber

Phone Number:

Email:

Nominee Information: Nominees must have performed services on behalf of Roseville residents or for Roseville residents

Name or Business: RAMS Theater Production Team

Address1: 15 County Rd B2 E

City: Little Canada

State: MN

Zip: 55117

Phone Number:

Email :

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Describe briefly the nominee's activity or accomplishment: Roseville Area Middle School's Theatre Production Team enables our community's 7th and 8th graders to stage outstanding drama performances. It consistently provides an engaging creative after-school learning environment for ALL kids, thereby making it worthy of HRC recognition. The philosophy and practice of creating a rewarding drama experience for every interested student is over 20 years strong. I nominate the current production team of at least 18 adult and high school students (listed with this application's contacts). Directors Linsey Owen and Tom Krueger are its leaders.

Describe the impact on individuals or groups in the Roseville Community. Consider the number of people affected and the longevity or level of change created.: Tom Krueger's thoughts on RAMS Theatre:

"The biggest thing that stands out to me is that our students participate and create everything in our program on and off the stage. Additionally, we are unique in that we find a place for everyone, and we welcome students as they are. Often the theatre at RAMS is mentioned as a space that is the safest to the students who participate, and we put much effort into building a community, and working towards students learning how to make others feel included and valued. We also support the development of High School student leaders by bringing them onboard to "intern" with members of the production team. In the past few years we have had high school student interns take on the roles of Sound Design, Lighting Design, Set Building Support, Props Support, Choreography, Piano Accompaniment, and Stage Management."

The team puts on three productions every school year, which means that more weekdays than not, students have theatre after school. In all ways, the quality of the production surpasses one's expectations for a middle school show, making involvement in RAMS theatre a legitimate source of pride for participants and their loved ones. Ninety-six middle school students participated in the March's entertaining "Gone with the Breeze." The large cast acted, sang and danced. Crew team members constructed an elaborate set and finessed the show's sound, lights, props and costumes. The pit orchestra provided terrific live accompaniment throughout the show.

Theatre participants were asked to reflect on their choice to be involved in drama at RAMS. I will provide their powerful responses in a separate e-mail to Kari Collins.

Elaborate on any special qualities (i.e. creativity, resourcefulness, stamina, diplomacy) that the nominee demonstrated in achieving this accomplishment.: Please consider the exceptional demands that normally go into putting on a high quality theatrical performance: long hours (after school every day for months, a weekend dress rehearsal and a strenuous performance schedule of 4 shows within 3 days), the creativity involved in designing sets, costumes, blocking and dance, the patience required to direct 96 teenagers, and the skill it takes to foster

positive group dynamics. Add to these the challenge of producing a cohesive show in which none of the kids who audition are cut from the cast.

RAMS Theatre meets that challenge! All RAMS students are encouraged to participate and a role is offered to every student who auditions. This means that the team must always account for an unknown number of participants and, more importantly, accommodate for the needs of every student. RAMS Theater provides opportunities for actors who are totally new to the stage and sometimes even new to the English language. It also includes and accommodates for kids with physical, emotional and behavioral special needs. All this makes RAMS Theatre exceptional.

Roles and lines are creatively and judiciously amended to incorporate the kids as much as possible, in the manner that best allows each to shine. The team holds all students to high performance and behavioral standards, establishing for the group a means by which everyone can work together. It goes the extra mile by collaborating with RAMS special education teachers, such as Kirsten Simso. Sometimes the creation of behavioral contracts or enhanced communication between home and school is necessary. The goal is to establish and maintain an accommodating environment in which all kids can succeed together.

Theatre is also a low cost activity that tries to eliminate socio-economic barriers to participation. To the best of the team's ability, costumes are provided for the students. This is not a program in which the fantastically elaborate costumes indicate whose family has the most wealth. Additionally noteworthy is the fact that most rehearsals work within the confines of the school's activity bus schedule. As a result, kids can participate regardless of their parents'/guardians' ability to provide after-school transportation. These substantial resource-related factors are important to the program's success with inclusion.

In my recent phone conversation with Tom Krueger, he summarized the magnitude of what RAMS Theater accomplishes. He explained that RAMS Theatre takes kids beyond the point where they're sympathetic to their drama peers. Students develop relationships and understanding at a level that enables empathy.

Did the nominee need to overcome any obstacles or exhibit moral courage in order to pursue his or her goal? : RAMS Theater is constantly crossing hurdles that others would not consider.

Every guest I've taken to a RAMS show is flabbergasted by the program's "Include Everyone" policy, especially in light of shows' high quality. They express amazement that such a thing is even considered, much less accomplished.

Provide the names, telephone numbers and e-mail addresses of 3 individuals who can speak to the nominee's efforts. This may include the person completing this form.: Dr. Juanita Hoskins, District 623 Equity & Integration Director and former RAMS Principal
juanita.hoskins@isd623.org, work phone 651-604-3748

Todd Richter, RAMS School Counselor
TODD.RICHTER@isd623.org, work phone 651-482-5280
School hours, 8:00 a.m.-3:00 p.m.

Kirsten Simso, RAMS Special Education Teacher
KIRSTEN.SIMSO@isd623.org, work phone 651-482-5280
School hours, 8:00 a.m.-3:00 p.m.

Emily Face, RAMS Drama Alum
Thefaces81712@gmail.com, will get phone #

Production Team for “Gone with the Breeze”

Tom Krueger Director

Linsey Owen* Music Director/Producer

Joan Linck Stage Manager/Crew Boss

Katie Hauser Pit Orchestra Director

Peg Cavanaugh Props Master/Assistant Director

DeAnn O’Connell Costumer

Fiona Hannan (RAHS ’16) Choreographer

Jack Fischer (RAHS ’16) Choreographer

John Cardinal Master Carpenter

Melanie Cogan House Manager

Joe Dodge Tech Director

Glen Grindahl Scenic Design/Artist

Julie Guidry Music Arranger

Emma Kiltzke (RAHS ’15) Sound Intern

Ryan Taylor Publicity Design

Emily Face Production Assistant

Kayla Jain TA Support

Ann Lais TA Support

*Linsey Owen has been the director for many years. Tom Krueger acted as director for the March 2015 show while Linsey was on maternity leave.

Additional Information:

Form Submitted on: 4/2/2015 12:41:17 PM

Submitted from IP Address:

FormCenter/Administration-5/Human-Rights-Commission-

Award-50

Form Address: <http://www.cityofroseville.com/FormCenter/Administration-5/Human-Rights-Commission-Award-50>

I get bullied a
all the time so I can't
until after school theatre because
then I am surrounded
people who understand me and except
me for who I am and don't bully
me like every one else at school.
I feel like I am really able
to be my own crazy self and I
can express myself
world around me and become anyone
in the world.

Theatre help me be who
I am.

Theatre has helped me feel good
about myself, and it's super fun, and
I can be w/ my friends

helped know what I want
to be when I grow up, and helped me
know that I can be who I want to be.

I like theatre because
its like a second h me
to me I can allway
depend on theater to keep
my mind of things. I can
allways be myself
I've meet Lots of
People in theater to
that I am lucky to
have

To meet new people, and
play new and unique music.
Also to be ~~app~~ apart of the
awesome community.

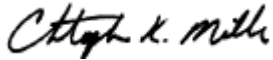
Theatre is a huge part
of my life. It's my
"sport". I have friends,
and I can be myself.
I am a leader in
theatre. It's the one
part of my life I exc
at.

REQUEST FOR COUNCIL ACTION

Date: 10/05/2015

Item No.: 8.a

Department Approval



City Manager Approval



Item Description: Approve Payments

BACKGROUND

State Statute requires the City Council to approve all payment of claims. The following summary of claims has been submitted to the City for payment.

Check Series #	Amount
ACH Payments	\$150,469.71
79053-79122	\$192,515.85
Total	\$342,985.56

A detailed report of the claims is attached. City Staff has reviewed the claims and considers them to be appropriate for the goods and services received.

POLICY OBJECTIVE

Under Mn State Statute, all claims are required to be paid within 35 days of receipt.

FINANCIAL IMPACTS

All expenditures listed above have been funded by the current budget, from donated monies, or from cash reserves.

STAFF RECOMMENDATION

Staff recommends approval of all payment of claims.

REQUESTED COUNCIL ACTION

Motion to approve the payment of claims as submitted

Prepared by: Chris Miller, Finance Director

Attachments: A: Checks for Approval

Accounts Payable

Checks for Approval

User: mary.jenson
Printed: 9/29/2015 - 3:01 PM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
79091	09/25/2015	Central Sves Equip Revolving	Rental - Copier Machines	Marco, Inc,	Copier Rental	3,340.25
					Rental - Copier Machines Total:	3,340.25
					Fund Total:	3,340.25
79110	09/25/2015	Charitable Gambling	Professional Services - Bingo	Shidell & Mair	Midway Speedskating Bingo	2,041.20
79110	09/25/2015	Charitable Gambling	Professional Services - Bingo	Shidell & Mair	Youth Hockey Bingo	2,517.48
					Professional Services - Bingo Total:	4,558.68
					Fund Total:	4,558.68
79088	09/25/2015	Community Development	Advertising	Lillie Suburban Newspaper Inc	Notices-Acct: 262	131.80
					Advertising Total:	131.80
79054	09/25/2015	Community Development	Contractual Maintenance	Alex's Lawn & Turf	Trim & Cut Grass-July	540.00
					Contractual Maintenance Total:	540.00
0	09/25/2015	Community Development	Dale Street Escrow	Erickson, Bell, Beckman & Quinn I	Dale St. Fire Station Property Redeve	1,412.50
					Dale Street Escrow Total:	1,412.50
79084	09/25/2015	Community Development	Deposits	Kraus Anderson Construction	Construction Deposit Refund-3075 L	4,000.00
					Deposits Total:	4,000.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	09/25/2015	Community Development	Training	Thomas Paschke	Lunch During Training	19.07
					Training Total:	19.07
					Fund Total:	6,103.37
0	09/25/2015	East Metro SWAT	Operating Supplies	John Jorgensen	NTOA Conference Reimbursement	375.46
					Operating Supplies Total:	375.46
					Fund Total:	375.46
0	09/25/2015	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	2,000.00
0	09/25/2015	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	101.68
					211402 - Flex Spending Health Total:	2,101.68
0	09/25/2015	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	666.00
0	09/25/2015	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	3,653.89
0	09/25/2015	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	540.00
					211403 - Flex Spend Day Care Total:	4,859.89
79088	09/25/2015	General Fund	Advertising	Lillie Suburban Newspaper Inc	Notices-Acct: 262	24.02
					Advertising Total:	24.02
79118	09/25/2015	General Fund	Clothing	Uniforms Unlimited, Inc.	CSO Clothing	25.95
					Clothing Total:	25.95
79085	09/25/2015	General Fund	Conferences	Law Enforcement Tech Group, LLC	User Group Conference Registration-	150.00
					Conferences Total:	150.00
79053	09/25/2015	General Fund	Contract Maint - Vehicles	Abra MN Roseville	Vehicle Repair	2,648.35
79081	09/25/2015	General Fund	Contract Maint - Vehicles	HealthEast Vehicle Services	Vehicle Updating, Repair	411.64
79116	09/25/2015	General Fund	Contract Maint - Vehicles	Twin Cities Transport & Recove	Heavy Duty Tow	200.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
79093	09/25/2015	General Fund	Contract Maint. - City Hall	McGough Facility Management, LI	Contract Maint - Vehicles Total:	3,259.99
79068	09/25/2015	General Fund	Contract Maint. - City Garage	Dalco	Contract Maint. - City Hall Total: Buffing Pad	658.30 26.67
79065 0	09/25/2015 09/25/2015	General Fund General Fund	Contract Maint. H.V.A.C. Contract Maint. H.V.A.C.	CL Bensen Company, Inc. Yale Mechanical, LLC	Filters HVAC Maintenance	236.10 1,417.75
0 79103	09/25/2015 09/25/2015	General Fund General Fund	Contract Maintenance Contract Maintenance	Criterion, Inc. Ramsey County	Quarterly Subscription Service Voting System Payment	4,813.50 2,134.50
0	09/25/2015	General Fund	Motor Fuel	Mansfield Oil Company	Contract Maintenance Total: 2015 Blanket PO for Fuel. 20154 Sta	6,948.00 10,674.18
79064	09/25/2015	General Fund	Non Business Licenses - Pawn	City of Minneapolis Receivables	Motor Fuel Total: Pawn Transaction Fees	10,674.18 1,918.80
79083 79098	09/25/2015 09/25/2015	General Fund General Fund	Office Supplies Office Supplies	Impressive Print Ostwig Tree, Inc.	Non Business Licenses - Pawn Total: Business Cards Fertilizer	45.00 1,750.00
79115	09/25/2015	General Fund	Op Supplies - City Hall	Trio Supply Company	Office Supplies Total: Restroom Supplies	1,795.00 331.65
79066 79079 79083	09/25/2015 09/25/2015 09/25/2015	General Fund General Fund General Fund	Operating Supplies Operating Supplies Operating Supplies	Commercial Asphalt Co Hardwood Creek Lumber, Inc. Impressive Print	Op Supplies - City Hall Total: Asphalt Patching Material, Per State I Hubs, Laths Business Cards	331.65 161.77 410.02 35.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	09/25/2015	General Fund	Operating Supplies	Jefferson Fire & Safety, Inc.	Clamps, Blades	1,629.00
0	09/25/2015	General Fund	Operating Supplies	Dennis Kim	Parking Reimbursement	10.00
79095	09/25/2015	General Fund	Operating Supplies	Newman Traffic Signs, Inc.	Brackets	1,562.00
79102	09/25/2015	General Fund	Operating Supplies	Primary Products Company	Black Nitrile Exam Gloves	127.67
0	09/25/2015	General Fund	Operating Supplies	Rapit Printing	Patient Report Forms	206.56
					Operating Supplies Total:	4,142.02
79115	09/25/2015	General Fund	Operating Supplies City Garage	Trio Supply Company	Restroom Supplies	110.55
					Operating Supplies City Garage Total:	110.55
79118	09/25/2015	General Fund	Police Reserve Program	Uniforms Unlimited, Inc.	Reserves Supplies	371.78
					Police Reserve Program Total:	371.78
79112	09/25/2015	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	5.00
79112	09/25/2015	General Fund	Professional Services	Sheila Stowell	City Council Meeting Minutes	325.00
79116	09/25/2015	General Fund	Professional Services	Twin Cities Transport & Recove	Towing Service	35.00
79116	09/25/2015	General Fund	Professional Services	Twin Cities Transport & Recove	Towing Service	85.00
79116	09/25/2015	General Fund	Professional Services	Twin Cities Transport & Recove	Towing Service	85.00
					Professional Services Total:	535.00
0	09/25/2015	General Fund	Training	Bryan Anderson	Training Expenses Reimbursement	58.81
79067	09/25/2015	General Fund	Training	Dakota County Social Services	Child Abuse Death Training-J. Baker	20.00
0	09/25/2015	General Fund	Training	Michael Holtmeier	Training Supplies Reimbursement	29.10
79122	09/29/2015	General Fund	Training	Mn Fall Expo	Street Maintenance Training-Picha, W	100.00
79119	09/25/2015	General Fund	Training	Upper Midwest Community Policin	Internal Affairs Class-Eng, Adams	950.00
					Training Total:	1,157.91
0	09/25/2015	General Fund	Utilities	Xcel Energy	Civil Defense	62.93
0	09/25/2015	General Fund	Utilities	Xcel Energy	Traffic Signal & Street Lights	3,579.28
0	09/25/2015	General Fund	Utilities	Xcel Energy	Street Light	12,267.04
					Utilities Total:	15,909.25
0	09/25/2015	General Fund	Utilities - Old City Hall	Xcel Energy	Fire Stations	276.67

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Utilities - Old City Hall Total:						276.67
79062	09/25/2015	General Fund	Vehicle Supplies	CDW Government, Inc.	Dock Station	480.71
0	09/25/2015	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	2015 Blanket PO for Vehicle Repair F	309.48
0	09/25/2015	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	2015 Blanket PO for Vehicle Repair F	228.78
0	09/25/2015	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	2015 Blanket PO for Vehicle Repair F	185.45
0	09/25/2015	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	2015 Blanket PO for Vehicle Repair F	89.56
0	09/25/2015	General Fund	Vehicle Supplies	FleetPride Truck & Trailer Parts	2015 Blanket PO for Vehicle Repair F	55.72
0	09/25/2015	General Fund	Vehicle Supplies	McMaster-Carr Supply Co	2015 Blanket PO for Vehicle Repair F	87.88
0	09/25/2015	General Fund	Vehicle Supplies	Midway Ford Co	2015 Blanket PO for Vehicle Repair F	83.41
0	09/25/2015	General Fund	Vehicle Supplies	Midway Ford Co	2015 Blanket PO for Vehicle Repair F	211.12
0	09/25/2015	General Fund	Vehicle Supplies	Midway Ford Co	2015 Blanket PO for Vehicle Repair F	-83.41
0	09/25/2015	General Fund	Vehicle Supplies	Napa Auto Parts	2015 Blanket PO for Vehicle Repairs	183.72
0	09/25/2015	General Fund	Vehicle Supplies	Napa Auto Parts	2015 Blanket PO for Vehicle Repairs	-170.84
79097	09/25/2015	General Fund	Vehicle Supplies	OSI Environmental Inc	Filters	50.00
0	09/25/2015	General Fund	Vehicle Supplies	Rigid Hitch Incorporated	Receiver Tubes, Steel Insert	110.88
79104	09/25/2015	General Fund	Vehicle Supplies	Rosedale Chevrolet	2015 Blanket PO for Vehicle Repair F	668.39
79106	09/25/2015	General Fund	Vehicle Supplies	Roseville Chrysler Jeep Dodge	2015 Blanket PO for Vehicle Repair F	194.75
79114	09/25/2015	General Fund	Vehicle Supplies	Tri State Bobcat, Inc	2015 Blanket PO for Vehicle Repair F	29.85
79118	09/25/2015	General Fund	Vehicle Supplies	Uniforms Unlimited, Inc.	Squad Flashlight	16.99
Vehicle Supplies Total:						2,732.44
Fund Total:						59,663.60
0	09/25/2015	General Fund Donations	Explorers - Supplies	Crystal Jones	Explorers Conference Reimbursement	425.00
Explorers - Supplies Total:						425.00
Fund Total:						425.00
0	09/25/2015	Golf Course	Rental	Jimmys Johnmys, Inc	Toilet Rental	55.66
Rental Total:						55.66
0	09/25/2015	Golf Course	Use Tax Payable	Xcel Energy	Sales/Use Tax	-43.65

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	09/25/2015	Golf Course	Utilities	Xcel Energy	Use Tax Payable Total:	-43.65
					Golf Course	678.55
					Utilities Total:	678.55
					Fund Total:	690.56
79111	09/25/2015	Housing & Redevelopment Agency	Professional Services	St. Paul Area Chamber of Commere	Business Registrations	160.00
					Professional Services Total:	160.00
					Fund Total:	160.00
79121	09/25/2015	Information Technology	Internet	Zayo Group LLC	Internet-Acct: 011277	175.84
					Internet Total:	175.84
					Fund Total:	175.84
79058	09/25/2015	License Center	Contract Maintenance	Brite-Way Window Cleaning Sv	License Center Window Cleaning	29.00
					Contract Maintenance Total:	29.00
0	09/25/2015	License Center	Professional Services	Quicksilver Express Courier	Courier Service	171.25
					Professional Services Total:	171.25
0	09/25/2015	License Center	Transportation	Pam Ryan Senden	Conference Expenses Reimbursement	76.30
					Transportation Total:	76.30
					Fund Total:	276.55
0	09/25/2015	P & R Contract Maintenance	Clothing	North Image Apparel, Inc.	Uniform Supplies	1,256.41

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	09/25/2015	P & R Contract Maintenance	Utilities	Xcel Energy	Clothing Total:	1,256.41
					P&R	3,303.34
					Utilities Total:	3,303.34
					Fund Total:	4,559.75
0	09/25/2015	Park Renewal 2011	Contractor Payments	Stantec Consulting Services Inc.	Park Renewal Program	877.80
0	09/25/2015	Park Renewal 2011	Contractor Payments	Stantec Consulting Services Inc.	Park Renewal Program	5,320.00
0	09/25/2015	Park Renewal 2011	Contractor Payments	Stantec Consulting Services Inc.	Park Renewal Program	2,959.25
0	09/25/2015	Park Renewal 2011	Contractor Payments	Stantec Consulting Services Inc.	Park Renewal Program	4,864.00
0	09/25/2015	Park Renewal 2011	Contractor Payments	Stantec Consulting Services Inc.	Park Renewal Program	941.92
0	09/25/2015	Park Renewal 2011	Contractor Payments	Stantec Consulting Services Inc.	Park Renewal Program	14,438.12
0	09/25/2015	Park Renewal 2011	Contractor Payments	Stantec Consulting Services Inc.	Park Renewal Program	2,612.97
0	09/25/2015	Park Renewal 2011	Contractor Payments	Stantec Consulting Services Inc.	Park Renewal Program	1,044.97
0	09/25/2015	Park Renewal 2011	Contractor Payments	Stantec Consulting Services Inc.	Park Renewal Program	23,104.73
0	09/25/2015	Park Renewal 2011	Contractor Payments	Stantec Consulting Services Inc.	Park Renewal Program	3,326.75
0	09/25/2015	Park Renewal 2011	Contractor Payments	Stantec Consulting Services Inc.	Park Renewal Program	993.22
0	09/25/2015	Park Renewal 2011	Contractor Payments	Stantec Consulting Services Inc.	Park Renewal Program	2,185.00
0	09/25/2015	Park Renewal 2011	Contractor Payments	Stantec Consulting Services Inc.	Park Renewal Program	570.00
0	09/25/2015	Park Renewal 2011	Contractor Payments	Stantec Consulting Services Inc.	Park Renewal Program	1,824.00
0	09/25/2015	Park Renewal 2011	Contractor Payments	Stantec Consulting Services Inc.	Park Renewal Program	304.00
0	09/25/2015	Park Renewal 2011	Contractor Payments	Stantec Consulting Services Inc.	Park Renewal Program	665.00
0	09/25/2015	Park Renewal 2011	Contractor Payments	Stantec Consulting Services Inc.	Park Renewal Program	1,140.00
0	09/25/2015	Park Renewal 2011	Contractor Payments	Stantec Consulting Services Inc.	Park Renewal Program	6,175.00
					Contractor Payments Total:	73,346.73
79087	09/25/2015	Park Renewal 2011	Professional Services	Liesch Associates, Inc.	Project Management Services	182.25
					Professional Services Total:	182.25
					Fund Total:	73,528.98
79066	09/25/2015	Pathway Maintenance Fund	Operating Supplies	Commercial Asphalt Co	Asphalt Patching Material, Per State I	4,124.15
79066	09/25/2015	Pathway Maintenance Fund	Operating Supplies	Commercial Asphalt Co	Asphalt Patching Material, Per State I	784.49

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Operating Supplies Total:						4,908.64
Fund Total:						4,908.64
0	09/25/2015	Police - DWI Enforcement	Professional Services	Erickson, Bell, Beckman & Quinn I	Vehicle Forfeiture	805.00
79109	09/25/2015	Police - DWI Enforcement	Professional Services	SanRon Properties, Inc.	Vehicle Storage	500.00
79116	09/25/2015	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing Service	85.00
Professional Services Total:						1,390.00
Fund Total:						1,390.00
79081	09/25/2015	Police Vehicle Revolving	Vehicles & Equipment	HealthEast Vehicle Services	Vehicle Updating, Repair	8,504.77
79081	09/25/2015	Police Vehicle Revolving	Vehicles & Equipment	HealthEast Vehicle Services	Vehicle Updating, Repair	480.44
79081	09/25/2015	Police Vehicle Revolving	Vehicles & Equipment	HealthEast Vehicle Services	Vehicle Updating, Repair	200.15
79081	09/25/2015	Police Vehicle Revolving	Vehicles & Equipment	HealthEast Vehicle Services	Vehicle Updating, Repair	882.02
79081	09/25/2015	Police Vehicle Revolving	Vehicles & Equipment	HealthEast Vehicle Services	Vehicle Updating, Repair	212.09
79081	09/25/2015	Police Vehicle Revolving	Vehicles & Equipment	HealthEast Vehicle Services	Vehicle Updating, Repair	8,368.09
79081	09/25/2015	Police Vehicle Revolving	Vehicles & Equipment	HealthEast Vehicle Services	Vehicle Updating, Repair	882.02
79081	09/25/2015	Police Vehicle Revolving	Vehicles & Equipment	HealthEast Vehicle Services	Vehicle Updating, Repair	566.47
79081	09/25/2015	Police Vehicle Revolving	Vehicles & Equipment	HealthEast Vehicle Services	Vehicle Updating, Repair	127.53
79081	09/25/2015	Police Vehicle Revolving	Vehicles & Equipment	HealthEast Vehicle Services	Vehicle Updating, Repair	10,311.91
Vehicles & Equipment Total:						30,535.49
Fund Total:						30,535.49
79063	09/25/2015	Recreation Fund	Advertising	Centennial Boys Hockey Blueline C	1/2 Page Ad in High School Hockey I	175.00
79105	09/25/2015	Recreation Fund	Advertising	Roseville Boys Hockey Booster Clt	1/2 Page Ad in HS Hockey Program	150.00
Advertising Total:						325.00
0	09/25/2015	Recreation Fund	Contract Maintenance	Kone Inc	Elevator Repair	227.31
0	09/25/2015	Recreation Fund	Contract Maintenance	Printers Service Inc	Ice Knife Sharpening	60.00
Contract Maintenance Total:						287.31

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
79072	09/25/2015	Recreation Fund	Fee Program Revenue	Laura Gilchrist	Key Deposit Refund	25.00
79080	09/25/2015	Recreation Fund	Fee Program Revenue	June Hawkinson	Key Deposit Refund	25.00
79090	09/25/2015	Recreation Fund	Fee Program Revenue	Tino Luna	Damage Deposit Refund	125.00
Fee Program Revenue Total:						175.00
79070	09/25/2015	Recreation Fund	Operating Supplies	EMP	First Aid Kits	64.96
79074	09/25/2015	Recreation Fund	Operating Supplies	Arthur T. Graf	Sound System Testing, Monitoring	212.00
0	09/25/2015	Recreation Fund	Operating Supplies	Grainger Inc	Ballasts	155.74
0	09/25/2015	Recreation Fund	Operating Supplies	Grainger Inc	Entrance Mat	89.36
0	09/25/2015	Recreation Fund	Operating Supplies	Grainger Inc	Ball Bearings	25.40
0	09/25/2015	Recreation Fund	Operating Supplies	Grainger Inc	Bearing Sleeve	33.44
0	09/25/2015	Recreation Fund	Operating Supplies	Grainger Inc	Battery	8.16
79108	09/25/2015	Recreation Fund	Operating Supplies	John Rusterholz	CTV Volunteer Supplies Reimburse	27.84
Operating Supplies Total:						616.90
79113	09/25/2015	Recreation Fund	Overpayment of Program Fees	Carisa Timmins	Refund	107.00
Overpayment of Program Fees Total:						107.00
79055	09/25/2015	Recreation Fund	Professional Services	Art Spark	Art Camp	714.00
79074	09/25/2015	Recreation Fund	Professional Services	Arthur T. Graf	Sound System Testing, Monitoring	952.00
79075	09/25/2015	Recreation Fund	Professional Services	Gravel Road, Inc.	Summer Entertainment	250.00
79076	09/25/2015	Recreation Fund	Professional Services	Sarah Greer	Wild Rice Festival Programming	675.00
79078	09/25/2015	Recreation Fund	Professional Services	Todd Hanson	Summer Entertainment-Sound Check	100.00
0	09/25/2015	Recreation Fund	Professional Services	Willie McCray	Umpire Service	1,084.00
79096	09/25/2015	Recreation Fund	Professional Services	Bob Nielsen	Band Van Loading/Unloading	80.00
79099	09/25/2015	Recreation Fund	Professional Services	Kristy Petersen	Gymnastics Instructor	901.00
79117	09/25/2015	Recreation Fund	Professional Services	U OF M Monarch Fund	Tabling Event	180.00
0	09/25/2015	Recreation Fund	Professional Services	Youth Enrichment League, Corp.	Student Classea	300.00
0	09/25/2015	Recreation Fund	Professional Services	Youth Enrichment League, Corp.	Student Classea	5,772.00
Professional Services Total:						11,008.00
0	09/25/2015	Recreation Fund	Rental	Jimmys Johnmys, Inc	Toilet Rental	54.50
0	09/25/2015	Recreation Fund	Rental	Jimmys Johnmys, Inc	Toilet Rental	42.83
0	09/25/2015	Recreation Fund	Rental	Jimmys Johnmys, Inc	Toilet Rental	54.50
Rental Total:						151.83
0	09/25/2015	Recreation Fund	Transportation	Alisa Farmer	Mileage Reimbursement	39.10

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	09/25/2015	Recreation Fund	Transportation	Alisa Farmer	Mileage Reimbursement	17.29
0	09/25/2015	Recreation Fund	Transportation	Kim Wagner	Mileage Reimbursement	72.45
					Transportation Total:	128.84
0	09/25/2015	Recreation Fund	Utilities	Xcel Energy	Parks	210.00
0	09/25/2015	Recreation Fund	Utilities	Xcel Energy	Skating Center	10,652.42
0	09/25/2015	Recreation Fund	Utilities	Xcel Energy	Parks	25.00
					Utilities Total:	10,887.42
					Fund Total:	23,687.30
79086	09/25/2015	Risk Management	Police Patrol Claims	League of MN Cities Ins Trust	Claim: C0030837	100,000.00
79086	09/25/2015	Risk Management	Police Patrol Claims	League of MN Cities Ins Trust	Claim: C0033094	13,769.06
					Police Patrol Claims Total:	113,769.06
					Fund Total:	113,769.06
0	09/25/2015	Sanitary Sewer	Clothing	North Image Apparel, Inc.	Uniform Supplies	502.00
					Clothing Total:	502.00
0	09/25/2015	Sanitary Sewer	Operating Supplies	Goodin Corp.	PVC	24.34
					Operating Supplies Total:	24.34
79100	09/25/2015	Sanitary Sewer	Professional Services	Gunner Pettersen	Sewer Backup Cleaning Assistance Ph	1,200.00
					Professional Services Total:	1,200.00
0	09/25/2015	Sanitary Sewer	Utilities	Xcel Energy	Sewer	150.91
					Utilities Total:	150.91
79057	09/25/2015	Sanitary Sewer	Wagner Lift Station	Bolton & Menk, Inc.	Wagner Lift Station Service	2,250.00

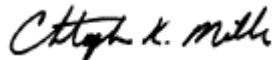
Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Wagner Lift Station Total:	2,250.00
					Fund Total:	4,127.25
79066	09/25/2015	Storm Drainage	Operating Supplies	Commercial Asphalt Co	Asphalt Patching Material, Per State I	640.87
79107	09/25/2015	Storm Drainage	Operating Supplies	Royal Concrete Pipe Inc	Base Slab	291.00
					Operating Supplies Total:	931.87
79101	09/25/2015	Storm Drainage	Postage	Postmaster	Leaf Pickup Notification Postage	1,820.00
					Postage Total:	1,820.00
0	09/25/2015	Storm Drainage	Professional Services	Goldstar Electric Inc	Motor Repair	127.50
					Professional Services Total:	127.50
0	09/25/2015	Storm Drainage	Utilities	Xcel Energy	Arona Lift Station	96.43
					Utilities Total:	96.43
					Fund Total:	2,975.80
79056	09/25/2015	Water Fund	Accounts Payable	JULIE EDDINGTON & BEN KRU	Refund Check	21.00
79059	09/25/2015	Water Fund	Accounts Payable	MARY BROUILLARD	Refund Check	58.64
79060	09/25/2015	Water Fund	Accounts Payable	MICHAEL & MYCRESHA BURNI	Refund Check	9.22
79061	09/25/2015	Water Fund	Accounts Payable	MICHELLE CARTIER	Refund Check	115.21
79069	09/25/2015	Water Fund	Accounts Payable	JOSHUA ELLIS	Refund Check	76.53
79071	09/25/2015	Water Fund	Accounts Payable	SETH & MEGAN ERICKSON	Refund Check	93.40
79073	09/25/2015	Water Fund	Accounts Payable	GEOFFREY GORHAM	Refund Check	3.27
79077	09/25/2015	Water Fund	Accounts Payable	ANNE HANSON	Refund Check	51.44
79082	09/25/2015	Water Fund	Accounts Payable	BERT HUGHES	Refund Check	25.81
79089	09/25/2015	Water Fund	Accounts Payable	LITTLE FISH LLC	Refund Check	15.87
79092	09/25/2015	Water Fund	Accounts Payable	PHILLIP MARKEL	Refund Check	258.53
79120	09/25/2015	Water Fund	Accounts Payable	NARAYANA VEDULA	Refund Check	76.96
					Accounts Payable Total:	805.88

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	09/25/2015	Water Fund	Clothing	North Image Apparel, Inc.	Uniform Supplies	76.00
					Clothing Total:	76.00
79066	09/25/2015	Water Fund	Operating Supplies	Commercial Asphalt Co	Asphalt Patching Material, Per State I	747.31
79094	09/25/2015	Water Fund	Operating Supplies	Murlowski Properties Inc	Disposal of water break material	695.52
					Operating Supplies Total:	1,442.83
0	09/25/2015	Water Fund	Telephone	Xcel Energy	Water Tower	5,409.27
					Telephone Total:	5,409.27
					Fund Total:	7,733.98
					Report Total:	342,985.56

REQUEST FOR COUNCIL ACTION

Date: 10/05/2015
Item No.: 8.b

Department Approval



City Manager Approval



Item Description: Approval 2015 Business Licenses and Other Permits

BACKGROUND

Chapter 301 of the City Code requires all applications for business and other licenses to be submitted to the City Council for approval. The following application(s) is (are) submitted for consideration:

Massage Therapist License

Yi Lan Liang
New Dragon Accupressure Massage
10 Rosedale Center #698
Roseville, MN 55113

Evelyn Jimenez Jeronimo
Elements Massage
2100 Snelling Ave N
Roseville, MN 55113

POLICY OBJECTIVE

Required by City Code

FINANCIAL IMPACTS

The correct fees were paid to the City at the time the application(s) were made.

STAFF RECOMMENDATION

Staff has reviewed the application(s) and has determined that the applicant(s) meet all City requirements. Staff recommends approval of the license(s) pending successful background checks.

REQUESTED COUNCIL ACTION

Motion to approve the business and other license application(s) pending successful background checks.

Prepared by: Chris Miller, Finance Director
Attachments: A: Applications



Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Massage Therapist License

☒ New License ☐ Renewal

For the License Year Ending June 30, 2016

1. Full Legal Name (Please Print) Liang Yi Lan
(Last) (First) (Middle)

2. Home Address _____

3. Telephone _____

4. Date of Birth (mm/dd/yyyy) _____

5. Email Address _____

6. Driver's License Number _____ State of Issuance _____

7. Ethnicity: _____

8. Sex: _____

9. Have you ever used or been known by any name other than the legal name given in number 1 above?

☐ Yes ☒ No If Yes, List each full name along with dates and places where used.

10. Name and address of the licensed Massage Therapy Establishment at which you expect to be employed:

New Dragon Massage, 10 Rosedale Center, Roseville, MN 55113

11. Have you held any previous massage therapist licenses? If yes, in which city were you licensed?

☒ Yes Roseville ☐ No

12. If you answered Yes to number 11 above, were any previous massage therapist licenses revoked, suspended or not renewed? If yes, explain in detail on the back of this page.

☐ Yes ☒ No ☐ N/A

The information that you are asked to provide on the application is classified by State law as either public, private or confidential. All data, with the exception of driver's license numbers, will constitute public record if and when the license is granted. Our intended use of the information is to perform the background check procedures required prior to license issuance. If you refuse to supply the information, the license application may not be processed.

By signing below you certify that the above information is correct and authorize the City of Roseville Police Department to run your information for the required background checks. (Note: Background checks may take up to 30 days to complete.)

Signature

Yi Lan Liang

Date

Sep. 17 2015

Please print this form and mail or hand-deliver along with a certified copy of a diploma or certificate of graduation from a school of massage therapy including proof of a minimum of 600 hours in successfully completed course work as described in Roseville Ordinance 116, Massage Therapy Establishments.

License Fee is \$100.00 (prorated quarterly)
Make checks payable to: City of Roseville



Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Massage Therapist License

☒ New License ☐ Renewal

For the License Year Ending June 30, 2016

1. Full Legal Name (Please Print) Jimenez Jeronimo Evelyn
(Last)
2. Home Address _____
3. Telephone (_____) _____
4. Date of Birth (mm/dd/yyyy) _____
5. Email Address _____
6. Driver's License Number _____ State of Issuance _____
7. Ethnicity: _____
8. Sex: _____
9. Have you ever used or been known by any name other than the legal name given in number 1 above?
☐ Yes ☒ No If Yes, List each full name along with dates and places where used.

10. Name and address of the licensed Massage Therapy Establishment at which you expect to be employed:
elements massage / 2100 Snelling Av North Roseville, MN 55113
11. Have you held any previous massage therapist licenses? If yes, in which city were you licensed?
☒ Yes Robbinsdale MN ☐ No
12. If you answered Yes to number 11 above, were any previous massage therapist licenses revoked, suspended or not renewed? If yes, explain in detail on the back of this page.
☐ Yes ☐ No ☒ N/A

The information that you are asked to provide on the application is classified by State law as either public, private or confidential. All data, with the exception of driver's license numbers, will constitute public record if and when the license is granted. Our intended use of the information is to perform the background check procedures required prior to license issuance. If you refuse to supply the information, the license application may not be processed.

By signing below you certify that the above information is correct and authorize the City of Roseville Police Department to run your information for the required background checks. (Note: Background checks may take up to 30 days to complete.)

Signature Evelyn Jimenez

Date 10-30-2015

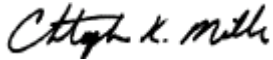
Please print this form and mail or hand-deliver along with a certified copy of a diploma or certificate of graduation from a school of massage therapy including proof of a minimum of 600 hours in successfully completed course work as described in Roseville Ordinance 116, Massage Therapy Establishments.

License Fee is \$100.00 (prorated quarterly)
Make checks payable to: City of Roseville

REQUEST FOR COUNCIL ACTION

Date: 10/05/2015
Item No.: 8.c

Department Approval



City Manager Approval



Item Description: Approve General Purchases or Sale of Surplus Items Exceeding \$5,000

BACKGROUND

City Code section 103.05 establishes the requirement that all general purchases and/or contracts in excess of \$5,000 be approved by the Council. In addition, State Statutes require that the Council authorize the sale of surplus vehicles and equipment.

General Purchases or Contracts

City Staff have submitted the following items for Council review and approval:

<u>Division</u>	<u>Vendor</u>	<u>Description</u>	<u>Key</u>	<u>Budget Amount</u>	<u>P.O. Amount</u>	<u>Budget / CIP</u>
IT	Baycom	Squad Camera System Support	A	\$100,000.00	\$ 7,682.00	Budget
Police	HealthEast	Squad Computer Installs	B		18,056.16	CIP
Police	CDW Government	Squad Computer car adapters	B		22,290.99	CIP
Police	Data 911	Squad Computers (18)	B	126,075.00	101,710.25	CIP
Police	Data 911	Squad Computer (K-9 vehicle)	B		5,864.75	CIP
Police		Patrol Area Cubicles	C	7,400.00	8,597.22	CIP

Comments/Description:

- a) Total budget for contractual maintenance is \$100K. Camera support is one of many items under this budget.
- b) Purchased off the State Bid Contract. Replacement computers
- c) Replaces existing Squad Room Cubicles

Sale of Surplus Vehicles or Equipment

City Staff have identified surplus vehicles and equipment that have been replaced and/or are no longer needed to deliver City programs and services. These surplus items will either be traded in on replacement items or will be sold in a public auction or bid process. The items include the following:

Department	Item / Description

POLICY OBJECTIVE

Required under City Code 103.05.

FINANCIAL IMPACTS

Funding for all items is provided for in the current operating or capital budget.

26 **STAFF RECOMMENDATION**

27 Staff recommends the City Council approve the submitted purchases or contracts for service and, if
28 applicable, authorize the trade-in/sale of surplus items.

29 **REQUESTED COUNCIL ACTION**

30 Motion to approve the attached list of general purchases and contracts for services and where
31 applicable; the trade-in/sale of surplus equipment.
32

33

Prepared by: Chris Miller, Finance Director
Attachments: A: 2015 CIP Purchase Summary

34

City of Roseville

2015 Capital Improvement Plan Summary

Updated August 31, 2015

<u>Asset Type</u>	<u>Department / Function</u>	<u>Item / Description</u>	<u>Budget Amount</u>	<u>Council Approval Date</u>	<u>YTD Actual Amount</u>	<u>Difference</u>
Vehicles	Police	Marked squad replacement (5)	\$ 165,000		\$ 137,024	\$ 27,976
Vehicles	Police	Unmarked vehicles (1)	24,000		19,790	4,210
Vehicles	Fire	Staffed engine replacement	525,000	Various	514,192	10,808
Vehicles	Fire	Medic unit	55,000	6/22/2015	-	-
Vehicles	Engineering	Vehicle #303 Survey Crew	30,000		-	-
Vehicles	Streets	Vehicle #104: 1-ton pickup	33,000		-	-
Vehicles	Streets	Vehicle #155 Sterling 3-ton w/ plow	180,000	3/2/2015	92,219	87,781
Vehicles	Streets	Vehicle #159 Crafcro router	10,000		-	-
Vehicles	Engineering Services	Vehicle for ROW Specialist	20,000	1/26/2015	24,301	(4,301)
Vehicles	Sanitary Sewer	Vehicle #201 Jetter/Vactor	350,000	3/2/2015	282,896	67,104
Total Vehicles			\$ 1,392,000		\$ 1,070,422	\$ 193,578
Equipment	Central Services	Postage Machine/Copier Rental	\$ 77,840		\$ 43,496	\$ 34,344
Equipment	Police	Computer equipment	7,400		-	-
Equipment	Police	Office furniture	2,100		-	-
Equipment	Police	Patrol area cubicles	7,400		-	-
Equipment	Police	Laptop replacement for squads	126,075		-	-
Equipment	Police	Printer replacement for squads	7,210		-	-
Equipment	Police	Non-lethal weapons	1,600		6,591	(4,991)
Equipment	Police	Long-gun parts	3,090		530	2,560
Equipment	Police	Sidearm parts	2,060		-	-
Equipment	Police	Tactical gear	5,150		4,286	864
Equipment	Police	SWAT vests	6,180		2,630	3,550
Equipment	Police	Cell phone extraction device	6,000		-	-
Equipment	Police	Crime scene equipment	1,000		-	-
Equipment	Police	Bite suit	1,545		-	-
Equipment	Police	Defibrillators	1,575		252	1,323
Equipment	Police	Radar units	4,120		-	-
Equipment	Police	Stop sticks	1,030		-	-
Equipment	Police	Rear transport seats	2,705		-	-
Equipment	Police	Control boxes	4,000		-	-
Equipment	Police	Visabars	8,250		722	7,528
Equipment	Police	Radio equipment	15,500	6/22/2015	25,104	(9,604)
Equipment	Fire	Weather and traffic protection	21,000		640	20,360
Equipment	Streets	Street signs	50,000	Various	-	-
Equipment	Streets	Mower/ Snow blower combo	35,000	3/2/2015	-	-
Equipment	Maintenance Garage	Vehicle analyzer	1,000		-	-
Equipment	Maintenance Garage	Brake lathe	8,300		-	-
Equipment	Maintenance Garage	Column lifts rehab/replace	2,500		-	-
Equipment	Maintenance Garage	Tire Changer/Lift	-	3/2/2015	8,728	(8,728)
Equipment	Park Maintenance	Belos & blower	145,000	2/9/2015	144,002	998
Equipment	Park Maintenance	Park security systems	150,000		6,070	143,930
Equipment	Park Maintenance	Unit #536 Jacobsen 16' mower	95,000		85,490	9,510
Equipment	Park Maintenance	Push mowers	1,000		-	-
Equipment	Park Maintenance	Unit #565 Smithco sweeper	8,000		-	-
Equipment	Skating Center	Compressors - OVAL	50,000		-	-
Equipment	Skating Center	Rental skates - OVAL	5,000		-	-
Equipment	Skating Center	Perimeter fence pads - OVAL	35,000		-	-
Equipment	Communications	Council Chambers camera replacement	80,000	3/9/2015	26,077	53,923
Equipment	Information Technology	Computers, monitors printers	116,315	Various	96,885	19,430
Equipment	Information Technology	Network: servers, routers, etc.	215,325	Various	93,900	121,425
Equipment	Water	Water meters, AMR system	600,000		-	84
Equipment	Storm Drainage	Replace Flail Mower (2014 CIP)	-	3/2/2015	14,441	(14,441)
Equipment	Storm Drainage	Replace Unit #164 Turf gator	10,000	4/20/2015	-	9,581
Equipment	Storm Drainage	Portable generator	100,000		-	-
Equipment	Storm Drainage	Tractor/snowblower	35,000	3/2/2015	49,779	(14,779)
Equipment	Golf Course	Gas pump and tank replacement	10,000		-	-
Equipment	Golf Course	Course netting/deck/shelter	8,000		-	-
Equipment	Golf Course	Cushman #1 and #2	28,000		-	-
Total Equipment			\$ 2,101,270		\$ 609,622	\$ 376,867

City of Roseville

2015 Capital Improvement Plan Summary

Updated August 31, 2015

<u>Asset Type</u>	<u>Department / Function</u>	<u>Item / Description</u>	<u>Budget Amount</u>	<u>Council Approval Date</u>	<u>YTD Actual Amount</u>	<u>Difference</u>
Bldgs & Infrastructure	General Facilities	VAV's heat/cool	\$ 15,000		\$ -	\$ -
Bldgs & Infrastructure	General Facilities	VAV's cool	10,000		-	-
Bldgs & Infrastructure	General Facilities	Update flooring: City Hall & PD	25,000		16,515	8,485
Bldgs & Infrastructure	General Facilities	Update restrooms: City Hall	30,000		-	-
Bldgs & Infrastructure	General Facilities	LED conversion: City Hall	50,000		-	-
Bldgs & Infrastructure	General Facilities	Brimhall gymnasium improvements	80,800		37,168	43,632
Bldgs & Infrastructure	General Facilities	Central Park gymnasium improvements	5,000		-	-
Bldgs & Infrastructure	General Facilities	Gymnastics center improvements	10,000		-	-
Bldgs & Infrastructure	Street Lighting	General replacement - streetlight fixtures	25,000		-	-
Bldgs & Infrastructure	Skating Center	Rubber flooring in locker room - Arena	8,000		-	-
Bldgs & Infrastructure	Skating Center	Dehumidification system - Arena	87,500		-	-
Bldgs & Infrastructure	Skating Center	Scoreboard (large) - Arena	30,000		-	-
Bldgs & Infrastructure	Skating Center	Garage doors - OVAL	12,000		-	-
Bldgs & Infrastructure	Pathways	Pathway Maintenance	180,000		61,908	118,092
Bldgs & Infrastructure	Information Technology	Office furniture	25,000		-	-
Bldgs & Infrastructure	License Center	Electrical improvements	4,500		670	3,830
Bldgs & Infrastructure	License Center	Kitchen improvements	5,500		-	-
Bldgs & Infrastructure	Comm Development	Office furniture	500		2,795	(2,295)
Bldgs & Infrastructure	Pavement Mangement	MSA Street Construction / Overlay	2,000,000		1,206,561	793,439
Bldgs & Infrastructure	Park Improvements	Park Renewal Program	4,743,750		3,306,968	1,436,782
Bldgs & Infrastructure	Park Improvements	Park Improvement Program	40,000		14,478	25,522
Bldgs & Infrastructure	Water	Water system improvements	800,000		179,129	620,871
Bldgs & Infrastructure	Water	Booster station improvements	354,000		-	-
Bldgs & Infrastructure	Sanitary Sewer	Sanitary Sewer improvements	1,000,000		378,639	621,361
Bldgs & Infrastructure	Sanitary Sewer	I & I reduction, Lift station repairs	665,000		482,986	182,014
Bldgs & Infrastructure	Storm Drainage	Pond Improvements, sewer replacement	650,000		316,629	333,371
Bldgs & Infrastructure	Golf Course	Course improvements	5,000		-	-
Bldgs & Infrastructure	Golf Course	Parking lot improvements	8,000		-	-
Bldgs & Infrastructure	Golf Course	Clubhouse: general upkeep and repairs	8,000		-	-
Bldgs & Infrastructure	Golf Course	Clubhouse roof replacement	33,000		-	-
Total Buildings & Infrastructure			\$ 10,910,550		\$ 6,004,444	\$ 4,185,106
Total - All 2015 <u>Funded</u> CIP Items			\$ 14,403,820		\$ 7,684,489	\$ 4,755,550

REQUEST FOR COUNCIL ACTION

Date: October 5, 2015
Item No.: 8.d

Department Approval



City Manager Approval



Item Description: Award a Professional Services Contract with SRF Consulting Group for the Twin Lakes Area East Collector Improvements

BACKGROUND

During recent discussions about the completion of Twin Lakes Parkway to Fairview Ave, it has been indicated on several occasions and by multiple parties, that it would be advantageous to make improvements to the transportation network east of Fairview in order to encourage traffic to use Terrace Drive/Lincoln Drive/County Road C2 as a preferred route to Snelling Ave from the intersection of Twin Lakes Parkway and Fairview Ave. This corridor will be referred to as the Twin Lakes Area East Collector roadway.

These potential improvements would modify the intersection of Terrace Drive and Lincoln Drive as well as Lincoln Drive and County Road C2 with capacity improvements at County Road C2 and Snelling Ave in order to promote this corridor as more of a through movement than exists today.

Staff has asked SRF Consulting Group to provide a proposal for professional services which would include preparing conceptual plans, advance approved concept to final plans and specifications as well as providing support and coordination during bidding and contract award. The proposal also includes construction services including contract administration and construction inspection.

SRF has responded with a proposal of \$254,909 for the professional services as requested.

Staff will coordinate at least one public meeting to present the proposed concept plans to the public and area businesses this winter. Based on the outcome of those meetings and the City Council's reaction to the concept construction may be able to occur in 2016. Currently the proposal assumes construction in spring of 2017.

Assuming the Council awards this Professional Services Contract, the next steps for this project requiring official action would be:

- Approval of Concept Plan and direction to prepare final plans and specifications
- Approval of plans and specifications and authorization for advertisement of bids
- Awarding contract to responsible bidder

27 **POLICY OBJECTIVE**

28 This project would enhance the City's transportation network in this area and make some
29 improvements as identified in previous traffic studies of the Twin Lakes Area.

30 **FINANCIAL IMPACTS**

31 Staff recommends using funds from TIF District 13 to fund these improvements.

32 The Community Development Department has indicated that there are no further obligations for
33 TIF District 13 and therefore it intends to initiate decertification of the District later this year.
34 TIF District 13 is the College Properties TIF District which is in the general area of the proposed
35 improvements (Lincoln Drive, South of Lydia Avenue).

36 Following the decertification, the City will receive approximately \$800,000 in excess TIF
37 proceeds which could be utilized for these improvements. Awarding this contract would leave
38 an estimated balance of \$545,091 for the actual construction of the improvements.

39 **STAFF RECOMMENDATION**

40 Staff recommends the Council award a professional services contract with SRF Consulting
41 Group for the Twin Lakes Area East Collector Improvements in the amount of \$254,909.

42 **REQUESTED COUNCIL ACTION**

43 Award a professional services contract with SRF Consulting Group for the Twin Lakes Area
44 East Collector Improvements in the amount of \$254,909.

Prepared by: Marc Culver, Public Works Director
Attachments: A: Figure
B: Design Services Contract
C: Design Services Proposal



Project Location



Prepared by:
Engineering Department
September 30, 2015



Twin Lakes Area East Collector Improvements

Data Sources and Contacts:
* Ramsey County GIS Base Map (9/1/15)
* City of Roseville Engineering Department
For further information regarding the contents of this map contact:
City of Roseville, Engineering Department,
2660 Civic Center Drive, Roseville MN

DISCLAIMER:
This map is neither a legally recorded map nor a warranty and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) data used to prepare this map are error free, and the City does not represent that the GIS data can be used for navigation, tracking or any other purpose requiring precise measurements of distance or direction or precision in the position of geographic features. If errors or discrepancies are found please contact 651-792-7075. The preceding disclaimer is provided pursuant to Minnesota Statutes Section 50B.03, Subd. 21 (2009), and the use of this map and knowledge that the City should use for liability for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the User's access or use of data provided.

0 50 100 150 200 Feet

mapinfo: TwinLakesEast.mxd
map: TwinLakesEast.pdf



Standard Agreement for Professional Services

Standard Agreement for Professional Services Twin Lakes Area East Collector Improvements City Project Number 16-11

This Agreement ("Agreement") is made on the _____ day of October, 2015, between the City of Roseville, a municipal corporation (hereinafter "City"), and SRF Consulting Group Inc., a Corporation (hereinafter "Consultant").

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of consultants 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 Consultant.

The City and Consultant agree as follows:

1. **Scope of Work Proposal.** The Consultant 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 Scope shall include the Work Tasks as indicated within Exhibit "A". The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Consultant.
2. **Term.** The term of this Agreement shall be from October 5, 2015, through December 31st, 2017, the date of signature by the parties notwithstanding.
3. **Compensation for Services.** The City agrees to pay the Consultant \$254,909 as compensation for tasks performed as 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 Consultant 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 Consultant when required by the complex or specialized nature of the Work when authorized in writing by the City. The Consultant 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 Representative and Special Requirements:**
 - A. The City Engineer shall 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 and interpret and define the City's policies 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. The City may change the City's representative at any time by notifying the Consultant of such change in writing.
 - B. In the event that the City requires any special conditions or requirements relating to the Work and/or this Agreement, such special conditions and requirements are stated in Exhibit B

attached hereto. The parties agree that such special conditions and requirements are incorporated into and made a binding part of this Agreement and the Consultant agrees to perform the Work in accordance with, and that this Agreement shall be subject to, the conditions and requirements set forth in Exhibit B (none attached).

5. **Method of Payment.** The Consultant 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. For Work reimbursed on an hourly basis, the Consultant shall indicate for each employee, his or her name, job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due for each project task. For all other Work, the Consultant shall provide a description of the Work performed and the period to which the invoice applies. For reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an itemized listing and such documentation of such expenses as is reasonably required by the City. In addition to the foregoing, all invoices shall contain, if requested by the City, the City's project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement, and such other information as the City may from time to time reasonably require.
 - B. To receive any payment pursuant to this Agreement, the invoice must include the following statement dated and signed by the Consultant: "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 Consultant 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 Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services performed prior to the delivery upon the Consultant of the written notice from the City of such suspension.
 - B. The Consultant shall be reimbursed for services performed by any third party independent contractors and/or subcontractors only if the City has authorized the retention of and has agreed to pay such persons or entities pursuant to Section 3B above.
6. **Project Manager and Staffing.** The Consultant has designated Steve Miller and Mike Turner ("Project Contacts") 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 Consultant as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. The Consultant may not remove or replace the Project Contacts without the prior approval of the City.
7. **Standard of Care.** All Work performed by the Consultant 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 Consultant under this Agreement which the City requests to be kept confidential

shall not be made available by the Consultant to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Consultant 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 Consultant 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 Consultant.

9. **Termination.** This Agreement may be terminated at any time by the City, with or without cause, by delivering to the Consultant at the address of the Consultant set forth in Provision 26 below, a written notice at least ten (10) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the Consultant shall be paid for services rendered (and reimbursable expenses incurred if required to be paid by the City under this Agreement) by the Consultant through and until the date of termination so long as the Consultant is not in default under this Agreement. If the City terminates this Agreement because the Consultant is in default of its obligations under this Agreement, no further payment shall be payable or due to the Consultant following the delivery of the termination notice, and the City may, in addition to any other rights or remedies it may have at law or in equity, retain another consultant to undertake or complete the Work to be performed hereunder.
10. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. The Consultant shall promptly pay any subcontractor involved in the performance of this Agreement as required by the State Prompt Payment Act.
11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for Work done under this Agreement, and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Consultant further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act.
13. **Assignment.** The Consultant shall not assign this Agreement, nor its rights and/or obligations hereunder, without the prior written consent of the City.
14. **Services Not Provided For.** No claim for services furnished by the Consultant not specifically provided for herein shall be paid by the City.

15. **Compliance with Laws and Regulations.** The Consultant shall abide with all applicable federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work.

The Consultant 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 Consultant 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.

16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either parties ability to enforce a subsequent breach.

17. **Indemnification.** To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold the City, and its mayor, council members, officers, agents, employees and representatives harmless from and against all liability, claims, damages, costs, judgments, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from any act or omission of the Consultant, its officers, agents, employees, contractors and/or subcontractors or any other person or entity for whom the Consultant is legally liable pertaining to the execution, performance or failure to adequately perform the Work and/or its obligations under this Agreement.

18. **Insurance.**

A. General Liability. Prior to starting the Work and during the full term of this Agreement, the Consultant shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, and for damage to property, including loss of use, which may arise out of operations by the Consultant or by any subcontractor of the Consultant, or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Provision 18 or such greater coverages and amounts as are required by law. Except as otherwise stated below, the policies shall name the City as an additional insured for the Work provided under this Agreement and shall provide that the Consultant's coverage shall be primary and noncontributory in the event of a loss.

B. The Consultant shall procure and maintain the following minimum insurance coverages and limits of liability with respect to the Work:

Worker's Compensation: Statutory Limits Commercial

General Liability: \$1,000,000 per occurrence

\$1,000,000 general aggregate

\$1,000,000 products – completed operations
aggregate

\$5,000 medical
expense

Comprehensive Automobile
Liability:

\$1,000,000 combined single limit (shall
include coverage for all owned, hired and
non-owned vehicles.

C. The Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:

- (i) Personal injury with Employment Exclusion (if any) deleted;
- (ii) Broad Form Contractual Liability coverage; and
- (iii) Broad Form Property Damage coverage, including Completed Operations.

D. During the entire term of this Agreement, and for such period of time thereafter as is necessary to provide coverage until all relevant statutes of limitations pertaining to the Work have expired, and as long as coverage is commercially available and reasonably affordable, the Consultant shall procure, maintain and pay for professional liability insurance, satisfactory to the City, which insures the payment of damages for liability arising out of the performance of professional services for the City, in the insured's capacity as the Consultant, if such liability is caused by the negligent acts, errors, and omissions, of the insured or any person or organization for whom the insured is liable. Said policy shall provide an aggregate limit of at least \$2,000,000.00.

E. The Consultant shall maintain in effect all insurance coverages required under this Provision 18 at Consultant's sole expense and with insurance companies licensed to do business in the state in Minnesota and having 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:

- (i) All policies, except the Professional Liability Insurance Policy, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);
- (ii) All policies, except the Professional Liability Insurance Policy and the Worker's Compensation Policy, shall name "the City of Roseville" as an additional insured;
- (iii) All policies, except the Professional Liability Insurance Policy and the Worker's Compensation Policy, shall insure the defense and indemnify obligations assumed by Consultant under this Agreement; and
- (iv) All policies shall contain a provision that coverages afforded thereunder shall not be canceled, without thirty (30) days prior written notice to the City.

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

19. **Ownership of Documents.** All plans, diagrams, analysis, reports and information created and paid for by Consultant in the performance of its obligations under this Agreement (“Information”) are instruments of service in respect to Consultant’s services, shall become the property of the City, but the Consultant 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 Consultant for such use. The Consultant 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. Notwithstanding the above paragraph, work papers, proprietary information, processes, methodologies, know-how and software (“Engineering Data”) previously belonging or licensed to Engineer and used to perform Consulting’s Services shall remain the property of Consultant. Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse at the direction of the Consultant), whether or not the Project is completed. To the extent the services performed by Consultant contain Engineering Data, Consultant hereby grants to City a non-exclusive, non-assignable, royalty-free, irrevocable license to use such Engineering Data for the purposes set forth herein, subject to the following limitation: City acknowledges that such Engineering Data are not intended or represented to be suitable for use or reuse by City on extension of the Project or on any other project without written verification or adaptation by Consultant and such reuse or modification of the Engineering Data without the written verification or adaptation by Consultant shall be done at the City’s sole risk and without liability to Consultant.

20. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of 90 days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. The cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Roseville unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a Mediated Settlement Agreement, which Agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

21. **Annual Review.** Prior to January 1st of each year of this Agreement, the City shall have the right to conduct a review of the performance of the Work performed by the Consultant under this Agreement. The Consultant agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the parties shall, if requested by the City, meet and discuss the performance of the Consultant relative to the remaining Work to be performed by the Consultant under this Agreement.

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

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

24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
25. **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.
26. **Notices.** Any notice to be given by either party upon the other under this Agreement shall be properly given: a) if delivered personally to the City Manager if such notice is to be given to the City, or if delivered personally to an officer of the Consultant if such notice is to be given to the Consultant, b) if mailed to the other party by United States registered or certified mail, return receipt requested, postage prepaid, addressed in the manner set forth below, or c) if given to a nationally, recognized, reputable overnight courier for overnight delivery to the other party addressed as follows:

If to City: City of Roseville
 Roseville City Hall
 2660 Civic Center
 Drive Roseville,
 MN 55113 Attn:
 City Manager

If to Consultant: _____

 Attn: _____

Notices shall be deemed effective on the date of receipt if given personally, on the date of deposit in the U.S. mails if mailed, or on the date of delivery to an overnight courier if so delivered; provided, however, if notice is given by deposit in the U.S. mails or delivery to an overnight courier, the time for response to any notice by the other party shall commence to run one business day after the date of mailing or delivery to the courier. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

27. **Entire Agreement.** Unless stated otherwise in this Provision 27, 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:

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

CITY OF ROSEVILLE

By: _____
Mayor

By: _____
City Manager

SRF Consulting Group, Inc.

By: _____

Its: _____



September 28, 2015

Mr. Marcus Culver, PE
Public Works Director
CITY OF ROSEVILLE
2660 Civic Center Drive
PO Box 510
Roseville, MN 55113-1899

SUBJECT: PROPOSAL FOR PROFESSIONAL SERVICES FOR DESIGN AND CONSTRUCTION
SERVICES FOR LINCOLN DRIVE FROM TERRACE DRIVE TO SNELLING AVENUE

Dear Mr. Culver:

Based on your request, we are pleased to submit this proposal to provide design and construction services for alignment and lane configuration improvements to the Terrace Drive/Lincoln Drive intersection, and the Lincoln Drive/County Road C2 intersection as well as Signal Improvements at the County Road C2/Snelling Avenue intersection to accommodate the revised lane configuration on the west leg.

Our services for this project will include project management, preliminary and final design, right of way/easement needs identification, permitting, bidding administration, contract administration, observation, construction surveying, and as-built plan preparation. We understand that this project may be funded via local funding or be partially funded through State Aid funds. We further understand that the City will contract separately with a construction testing firm to provide material testing for the project.

PROJECT UNDERSTANDING

The project consists of the realignment of the Terrace Drive/Lincoln Drive intersection to have Terrace to Lincoln be the through movement and have Lincoln Drive south of Terrace Drive become a tee into the new alignment. The project also consists of the realignment of the Lincoln Drive/County Road C2 intersection to have the Lincoln Drive to County Road C2 be the through movement and have Lincoln Drive north of County Road C2 be a tee into the new alignment. The project will also consist of the revision of the signal system at the intersection of County Road C2 and Snelling to accommodate disruption of the signal detection and lane configuration for the eastbound approach. SRF will coordinate with Ramsey County and MnDOT for approval of the signal and roadway improvements on County and MnDOT right of way.

SRF Consulting Group, Inc. will provide easement descriptions and exhibits for right of way and easement needs as part of this project. As the size and number of parcels for right of way and easement acquisition is not known at this time, we have included in our proposal an optional per parcel cost for right of way acquisition for the City's consideration.

www.srfconsulting.com

One Carlson Parkway North, Suite 150 | Minneapolis, MN 55447-4443 | 763.475.0010 Fax: 763.475.2429

An Equal Opportunity Employer

For construction, SRF will be responsible for Contractor oversight/observation of removals, grading, drainage, storm sewer, city utilities and stabilization. We understand that this project will use local funding and potentially State Aid funding and therefore, will require a high level of detail and accuracy in quantity documentation and construction observation.

We, at SRF, understand that in order to complete a successful project, the correct team of professionals must be available to complete all project tasks. We will plan to staff this project with inspectors and testers that have MnDOT technical certifications, and are familiar with MnDOT inspection procedures and the MnDOT State Aid for Local Transportation Schedule of Materials Control.

The Engineer of Record will be available to help our field staff with questions during construction. Resumes of project personnel can be provided at your request.

SCOPE OF SERVICES

We propose to carry out the work as described in the attached detailed Work Task and Person Hour Estimate and will generally include the following tasks:

- Project Management
- Topographic Survey and Data Collection
- Utility Coordination
- Preliminary and Final Design
 - 30% Concepts
 - 60% Plans and Estimate
 - 90% Plans, Specification and Estimate
 - 100% Plans, Specification and Estimate
- Permitting
- Bidding Administration
- Construction Administration
- Construction Observation
- Construction Survey
- As-Built Plans
- Optional Right of Way Acquisition

ASSUMPTIONS

In preparing this scope of work for in-construction services, we have made the following assumptions (in addition to those found in the attached Work Task and Person Hour Estimate):

- The City will provide a project representative to be a primary contact regarding the project.
- Bituminous and concrete plant inspections will be completed by MnDOT.
- City of Roseville will contract for material testing separately to meet the anticipated schedule.

SCHEDULE

We will complete this work within a mutually agreed-upon time schedule. We anticipate this design to be complete in late 2016 for bidding to allow for spring construction in 2017 and completion within the 2017 construction season.

BASIS OF PAYMENT/BUDGET

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses, such as printing, supplies, reproduction, etc., will be billed at cost, and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 30 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be \$254,909, which includes both time and expenses. This does not include the cost for optional services for right of way acquisition.

CHANGES IN THE SCOPE OF SERVICES

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

STANDARD TERMS AND CONDITIONS

The attached Standard Terms and Conditions (Attachment A), together with this proposal for professional services, constitute the entire agreement between the Client and SRF Consulting Group, Inc. and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

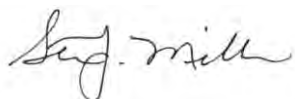
ACCEPTANCE/NOTICE TO PROCEED

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is SMiller@SRFConsulting.com.

We sincerely appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Steven J. Miller, PE
Senior Associate



Michael R. Turner, PE (MN SD TX)
Principal

SJM/MRT/ljo
Attachment A – Standard Terms and Conditions
Work Task and Person Hour Estimate
APPROVED:

CITY OF ROSEVILLE

(signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

SRF P15771

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ATTACHMENT A
STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty (30) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

- a. To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.
- b. To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless SRF, their officers, directors and employees against all damages, liabilities or costs to the extent caused by the CLIENT's negligent acts under this Agreement and anyone for whom the CLIENT is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

If negotiation in good faith fails to resolve a dispute within the thirty (30) days of notice of the dispute, or time period specified by applicable law, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

16. CONTROLLING LAW

This Agreement is to be governed by the law of the principal place of business of SRF.

17. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.

SRF Consulting Group, Inc.**Work Tasks and Person-Hour Estimates**

Client: CITY OF ROSEVILLE
Project: TERRACE LANE AT LINCOLN LANE REALIGNMENT, LINCOLN LANE TO
SNELLING AVE REALIGNMENT; SIGNAL MODIFICATION AT SNELLING
AVENUE

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Subconsultants:

<u>TASK NO.</u>	<u>SUMMARY OF TASKS</u>
1.0	PROJECT MANAGEMENT
2.0	DATA COLLECTION & UTILITY COORDINATION
3.0	PRELIMINARY DESIGN
4.0	FINAL PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)
5.0	PERMITTING
6.0	CONSTRUCTION STAKING
7.0	CONSTRUCTION STAKING
8.0	CONSTRUCTION OBSERVATION
9.0	FINAL INSPECTION AND ACCEPTANCE
10.0	AS-BUILTS

Project Overview:

The project overview should provide information pertinent to the intent of the project and help define project outcomes.

Items to be considered are: Existing Conditions, Funding Sources, Anticipated Proposed Conditions, Standards to be Applied, Timeline/Schedule

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TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
	<u>Assumptions:</u> - A feasibility study will not be required for this project. - Plan preparation assumes Local funding only. - Project duration: from authorization to proceed to construction completion (October 2015 to September 2017). - Design Phase: 2016 - Bidding Phase: March 2017 through April 2017 (2 weeks to execute CDs) - Construction Phase: Staffed May 1, 2017 through September 1, 2017 - Construction assumed to be May 1, 2017 through August 1, 2017.									
1.0	PROJECT MANAGEMENT									
	<u>Assumptions:</u> - Project management will include work necessary for communication and completion of the project tasks on time and within budget.									
	<u>Client Deliverables:</u> - Scheduling MnDOT coordination meetings.									
1.1	Perform day to day Project Management & Administration.	2	10	0	0	0	0	0	12	\$1,810
1.2	Ongoing phone and email communications and coordination with city staff during the duration of the project.	0	10	0	0	0	0	0	10	\$1,430
1.3	Quality Assurance/Quality Control ("QA/QC"). SRF will perform QA/QC functions throughout the Project duration to ensure delivery of a quality product in accordance with the Project Schedule.	0	10	0	0	0	0	0	10	\$1,430
1.4	Meetings: Assume 3 coordination meetings with City staff at City Hall; includes kick-off meeting. (2 hours each includes travel time)	0	6	0	0	2	0	0	8	\$1,030
1.5	Attendance at coordination meeting with MnDOT (assume 1 mtg, includes travel)	0	3	0	0	0	0	0	3	\$429
	SUBTOTAL - TASK 1	2	39	0	0	2	0	0	43	\$6,129
2.0	DATA COLLECTION & UTILITY COORDINATION									
	<u>Assumptions:</u> Supplementing mapping in non-critical areas using GIS or digitizing aerial imagery is considered sufficient level of detail. Critical areas will be surveyed.									
	<u>Client Deliverables:</u> Provide record drawings for developed areas of the project.									

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TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
2.1	Survey									
-	Perform limited topographic survey in areas of proposed roadway improvements at Terrace/Lincoln intersection and Lincoln/CR C2/Snelling intersection.	0	8	20	0	0	0	0	28	\$3,504
2.2	Base File Mapping									
-	Resource and supplement base mapping for project using survey, City CAD files and LIDAR to create base mapping for project delivery.	0	0	0	0	20	10	0	30	\$3,120
2.2	Utility Coordination									
-	Set up an initial Gopher State One Call (GSOC) for the project area	0	0	0	0	4	0	0	4	\$344
2.3	Review received utility as-builts									
-	Compile as-built information into project basefiles and planset.	0	0	0	0	4	0	0	4	\$344
2.3	Arrange, prepare, attend and facilitate two utility coordination meetings as required by Minnesota Statute	0	0	0	0	6	0	0	6	\$516
2.4	Place verification ticket WITH GSOC withinn 90 days of bidding.	0	0	0	0	1	0	0	1	\$86
SUBTOTAL - TASK 2		0	8	20	0	35	10	0	73	\$7,914

3.0 PRELIMINARY DESIGNAssumptions:

- The intent of the 30% plan is to get staff consensus of all project elements.
- Hours included plan inclusion of water resources and signals are for coordination only and are in addition to hours stated in related tasks of those designs.
- The project will need to comply with the Rice Creek Watershed District and the MPCA's NPDES permit
- HydroCAD will be utilized for hydrologic and hydraulic modeling of storm water BMPs.
- Assume proposed storm sewer can connect to existing storm sewer trunklines. No analysis of the existing trunk line is included.
- Assume one BMP is needed to meet permitting requirements. Stormwater credits may be applied if no available ponding sites are available. Hours shown will be used to coordinate and document use of the credits.
- A preliminary drainage design report will not be required. Significant issues will be noted on existing or proposed drainage area maps. Computations will be provided for review.

Client Deliverables:

- Timely response to design decisions and review of submittals.

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TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
3.1	Geometric design and consensus of proposed section with City staff.	0	0	0	0	16	0	0	16	\$1,376
3.2	Preliminary design and base files reflecting City staff comments.	0	0	0	0	10	0	0	10	\$860
3.3	Identify impacts to right of way and quantify necessary easements through the development of cross sections.	0	0	0	2	16	0	0	18	\$1,556
3.4	- Develop right of way exhibits and descriptions (assumes 1 parcel)	0	2	0	0	0	2	0	4	\$566
	30% Construction Plans will include:	0	0	0	4	20	30	0	54	\$6,280
	- Title Sheet									
	- Typical Sections									
	- Topography and Utility Plans									
	- Construction Plans									
	- Roadway Profiles									
	- Drainage Plans									
	- Landscape Plans									
	- Signal at Lincoln Lane at Snelling (see signal scope)									
	- Cross Sections at 50 ft spacing per roadway.									
3.5	Preliminary Drainage Design									
3.5.1	Coordination meeting with environmental agencies. (Assume two WR staff attending one meeting. Hours shown include preparation of materials and meeting documentation)	0	6	6	0	0	0	2	14	\$1,698
3.5.2	Collect and review all applicable data and permitting requirements relating to water resources. Prepare design criteria and regulatory criteria matrices and submit to City for review.	0	2	4	0	6	0	0	12	\$1,274
3.5.3	Perform a field walk to review existing conditions and prepare survey request.	0	4	0	0	4	0	0	8	\$916
3.5.4	Prepare existing conditions drainage area map, including existing storm drain and culvert infrastructure, hydrologic boundaries, and surface flow direction.	0	0	4	0	8	0	0	12	\$1,160
3.5.5	Review cross sections and determine proposed ditch locations. Propose special ditch grades as needed to provide roadway drainage and convey runoff to proposed BMPs.	0	0	0	0	4	0	0	4	\$344
3.5.6	Review soils and geological features and evaluate BMP locations for limitations to BMP types (infiltration in particular). Assess likelihood of impacts of groundwater.	0	2	2	0	0	0	0	4	\$522
3.5.7	Preliminary pond design to determine locations sizes, type as required to meet RCWD and NPDES permit requirements.	0	0	24	0	0	16	0	40	\$5,072
3.5.8	Assist with environmental document.	0	0	2	0	0	0	0	2	\$236
3.5.9	Prepare proposed conditions drainage area map, including proposed storm drain trunk lines and significant culvert infrastructure, hydrologic boundaries, proposed BMPs, and surface flow direction.	0	0	4	0	8	0	4	16	\$1,424

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TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
3.6	Preliminary cost estimate.	0	0	0	0	8	0	0	8	\$688
	<u>SRF Deliverables:</u>									
	- 30% plan.									
	- Right of way exhibits and descriptions (assumes 1 parcel)									
	SUBTOTAL - TASK 3	0	16	46	6	100	48	6	222	\$23,972
4.0	FINAL PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)									
	<u>Assumptions:</u>									
	- No water main or sanitary sewer relocations will be necessary.									
	- Hours stated for plan inclusion of water resources and signals are for coordination only and are in addition to hours stated in related tasks of those designs.									
	<u>Client Deliverables:</u>									
	- Written comments on 60% and 90% submittals.									
4.1	60% Design: Prepare and submit 60% construction plans. 60% plans may not include all sections listed under the 90% list below.	0	2	0	10	40	10	0	62	\$6,026
4.1.1	60% Drainage Design	0	2	10	0	25	10	0	47	\$5,016
	- Includes the design and coordination to develop the 60% plan set and include the following items:									
	- Perform catch basin spacing analysis and place CBs to meet State Aid criteria on Terrace Ave. and Fairview Ave..									
	- Perform storm sewer sizing.									
	- Assume no centerline culverts needed.									
	- Complete storm water BMP design including grading and Hydrocad Modeling									
	- Verify drainage and construction easements and permanent right-of-way needed for drainage.									
	- Plan will include:									
	Drainage plan with numbered drainage structures									
	Drainage profile of trunkline									
	Drainage Plan									
	Blank drainage tabulation									
	Drainage Standard Details									
	SWPPP									
4.2	90% Design	0	5	0	10	20	10	0	45	\$4,735
	90% Construction Plans will include:									
	- Title Sheet									
	- General Layout									
	- Statement of Estimated Quantities									

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TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
	- Standard Plates - Soils and Construction Notes - Existing Utility Tabulations - Proposed Utility Plans - Typical Sections - Standard Plan Sheets - Staging and Traffic Control Plans - Alignment Plans - Alignment Tabulation - Topography and Utility Plans - Removal Plans - Construction Plans - Intersection Details - Pedestrian Curb Ramp Details - Roadway Profiles - Drainage Plans - Drainage Profiles - Drainage Tabulations - Storm Water Pollution Prevention Plan (SWPPP) - Erosion Control and Turf Establishment Plans - Signal at Lincoln Lane at Snelling (see signal scope) - Signaling and Striping Plans - Cross Sections at 50 ft spacing per roadway.									
4.2.1	90% Drainage Design	0	4	25	0	35	20	4	88	\$9,596
	- Includes refinement of the plan sheets as identified in the 60% design submittal. - Complete storm sewer sizing. - Assume no centerline culverts needed. Perform design of all riprap applications. - Identify existing storm sewer and culverts to be removed and coordinate inclusion on removal plans. - Provide SWPPP note sheets, review of turf establishment/erosion control plans. Preparation of SWPPP include in permit task. - Complete drainage plans, profiles, and details, including: Numbered drainage structures - Water Resource notes and casting assembly tabulation - Special details (pond, skimmers, manholes) - Pipe size, length, type and gradient for all storm sewer and culverts - Grading plans for ponding areas - Prepare drainage tabulation separate from profiles including:									

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	Numbered drainage structures with station and offsets, one per structure									
	Pipe size, length, type and class for storm sewer and culverts									
	Assume no pipe alternates									
	Pipe bedding requirements as directed by geotechnical engineer									
	Structure, grate and casting recommendations									
	- Prepare storm water-related SEQ and cost estimate.									
	- For arch pipe extensions, precast bends are assumed to be available from manufacturer. Therefore, structural detailing of bends is not included in this scope.									
	- Prepare drairage related special provisions									
4.3	Prepare final 100% construction plans based on 90% city comments.	0	2	0	0	20	0	0	22	\$2,006
4.3.1	Prepare final 100% drainage plans and specifications based on 90% city comments.	0	1	4		2	2	0	9	\$1,067
4.4	Cost Estimating: Develop the preliminary and final engineer's estimate at 60%, and 100%.	0	1	0	0	16	0	0	17	\$1,519
4.5	Project specifications.	0	40	0	0	0	0	16	56	\$6,776
4.6	Bidding Administration:									
	Prepare and post Advertisement for Bids to 2 publications per State Statute	0	0	0	0	2	0	1	3	\$238
	Prepare and post Project Manual on Quest CDN	0	0	0	0	2	0	0	2	\$172
	Answer bidding questions, prepare addenda as necessary	0	2	0	0	4	0	0	6	\$630
	Attend bid opening	0	0	0	0	4	0	0	4	\$344
	Tabulate bids per State Statute	0	0	0	0	4	0	0	4	\$344
	Make an award recommendation.	0	2	0	0	0	0	0	2	\$286
	<u>SRF Deliverables:</u>									
	- 60% and 90% plan submittal.									
	- Cost estimates.									
	SUBTOTAL - TASK 4	0	61	39	20	174	52	21	367	\$38,755
5.0	PERMITTING									
	<u>Assumptions:</u>									
	- Assumes no wetland impacts. No Wetland Conservation Act (WCA)/US Army									
	- Assumes distribution of the WCA "no loss" determination by the LGU.									
	- Assumes email correspondence with the USACE as documentation of no wetland impact finding.									
	<u>Client Deliverables:</u>									

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TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
5.1	Wetlands - Prepare a Level 1 Wetland Delineation to verify potential wetlands. Tasks include: - Gather data from the National Wetland Inventory (NWI), Natural Resources Conservation Service (NRCS) soil mapping, recent aerial photography, and contour data. - Complete on-site field verification/review of wetland boundaries identified from NWI or other sources. - Collect data for one wetland plot and one upland plot, including vegetation, soils, and hydrologic indicators for wetlands within project area. Does not include field delineation (Level 2) of wetland boundaries. - Prepare technical memorandum to City documenting Level 1 wetland delineation results. - Submittal of a WCA "no-loss" determination for LGU review and approval. Assumes LGU would approve "no-loss" determination request. Assumes LGU would notify Technical Evaluation Panel (TEP) of no-loss decision. Coordination with USACE regarding no wetland impacts finding. Assumes USACE concurrence by email correspondence.	0	2	0	14	0	0	0	16	\$1,546
5.2	Coordinate special design features required for the NPDES permit with the roadway design group. Submit permit application on-line as an agent of the City. Prepare SWPPP in compliance with requirements of NPDES Phase III.	0	1	8	0	0	1	0	10	\$1,227
5.3	Rice Creek Watershed District. Includes on-going coordination with the RCWD and preparation of permit submittal package and required application materials. See preliminary design task for coordination meeting. Assumes no attendance the Board meeting.	2	16	12	0	10	4	2	46	\$5,636
5.4	MnDOT right of way access permit <u>SRF Deliverables:</u> - Wetland technical memorandum - Approved WCA "no loss" determination	0	0	0	0	1	0	0	1	\$86
SUBTOTAL - TASK 5		2	19	20	14	11	5	2	73	\$8,495
6.0	CONSTRUCTION STAKING 66 daysX 3 hours per day = 198 hours for survey crew plus 16hours for office to prepare staking notes. - Establish control points - Construction limits - Right of way and easements	0	16	0	0	200	200	0	416	\$47,488

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TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
	- Limits for removals - Clearing and grubbing limits - Subgrade, select granular, aggregate base - Curb and gutter - Paving - Walks and trails - Landscaping - Signals and lighting - Gather survey information for as-built plans									
	SUBTOTAL - TASK 6	0	16	0	0	200	200	0	416	\$47,488
7.0	CONSTRUCTION OBSERVATION	16	0	0	0	650	160	0	826	\$81,340
	66 days X 8 hours/day + 30 days x 4 hours/day = 648 hours for Observer. Principal technician 1/4 time to supervise observer. - Attend necessary coordination meetings - Coordinate survey staking - Observe contractors operations - Document in daily field diary - Document with project photos - Temporary and permanent erosion control - Traffic control - Measure and document pay items - Measure according to Contract administration manual - Record in the Item record account - Enter into partial estimates - Coordinate and schedule materials testing - Schedule field testing - Contact independent assurance - Monitor field testing for compliance with project requirements - Final Documentation - Pay items - Material certification - Contract time - Document changes for as-built plan preparation									
	SUBTOTAL - TASK 7	16	0	0	0	650	160	0	826	\$81,340

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8.0	CONTRACT ADMINISTRATION	10	25	0	150	0	0	5	190	\$19,305
	<i>Project Engineer - 10hours/week for 19 weeks = 152 hours</i>									
	- Conduct Preconstruction conference									
	- Maintain a complete and accurate record of activities and events relating to the project.									
	Phone logs									
	Record of meeting									
	Correspondence									
	Project time									
	Log of shop drawings and other submittals									
	- Prepare monthly pay voucher									
	Check Item Record Account entries									
	- Contract document interpretation and modifications									
	Provide contract document interpretations to the construction Contractor									
	Analyze possible extra work (make recommendations to the Cities Project Manager)									
	Negotiate prices with the Construction Contractor									
	Maintain accurate records of Force account work									
	Prepare work orders, change orders, and supplemental agreements									
	- Monitor construction contractors compliance with the Project schedule									
	- Monitor applicable permit requirements									
	- Conduct weekly meetings (if necessary)									
	- Conduct and document field reviews of maintenance of traffic operations									
	- Provide public affairs information and assistance									
	SUBTOTAL - TASK 8	10	25	0	150	0	0	5	190	\$19,305
9.0	FINAL INSPECTION AND ACCEPTANCE	0	2	0	8	0	8	1	19	\$2,192
	- Perform final inspection									
	- Prepare final punch-list									
	- Prepare final inspection letter									
	- Recommend final acceptance									
	- Prepare final pay voucher									
	SUBTOTAL - TASK 9	0	2	0	8	0	8	1	19	\$2,192

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10.0	AS-BUILTS	0	1	0	1	0	12	0	14	\$1,913
	<u>Assumptions:</u>									
	- As built media is assumed to be one signed plan set on bond paper and pdf format on disc.									
	- Provide design files in CAD format to City.									
	- Cost of Mylar printing is not included.									
	SUBTOTAL - TASK 10	0	1	0	1	0	12	0	14	\$1,913
11.0	TRAFFIC SIGNAL DESIGN - SNELLING AVE/LINCOLN LANE									
	<u>Assumptions:</u>									
	- Assumes a Signal Justification Letter (SJL) and not a full ICE report or SJR will be prepared for the Snelling Avenue/Lincoln Lane intersection since only one lane has geometric impacts. Assume the SJL will have to be approved by both MnDOT and the City.									
	- Assumes no temporary signal system will be required to facilitate staging and construction of the project.									
	- Assumes signal revisions only to facilitate the changes on Lincoln Lane will be required.									
	<u>Client Deliverables:</u>									
	- Comments on Draft SJRs; comments on draft submittals of signal revision design.									
11.1	Signal Justification Letter (SJL) - Snelling Ave/Lincoln Lane	1	4	0	0	8	1	1	15	\$1,656
11.2	Signal Revision Design (P S & E) - Snelling Ave/Lincoln Lane	2	12	0	0	20	36	0	70	\$8,856
	<u>SRF Deliverables:</u>									
	- SJL: Permanent signal revision plans with details, Division SS special provisions and engineer's estimate to be incorporated into overall project construction documents submittals and final package.									
	SUBTOTAL - TASK 11	3	16	0	0	28	37	1	85	\$10,512
	TOTAL ESTIMATED PERSON-HOURS	33	203	125	199	1200	532	36	2328	
	AVERAGE HOURLY BILLING RATES	\$190	\$143	\$118	\$90	\$86	\$140	\$66		
	ESTIMATED LABOR AND OVERHEAD	\$6,270	\$29,029	\$14,750	\$17,910	\$103,200	\$74,480	\$2,376		\$248,015
	ESTIMATED DIRECT NON-SALARY EXPENSES									\$6,894
	TOTAL ESTIMATED FEE									\$254,909

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ESTIMATE OF DIRECT NON-SALARY EXPENSES:										
	MILEAGE: 150 trips x 55 miles	Personal Vehicles		8250	Miles @	\$0.575				\$4,744
	REPRODUCTION:	Copy Duplication		1000	Copies @	\$0.10				\$100
		Color Copies		0	Copies @	\$0.35				\$0
		Bond Prints		150	Prints @	\$6.00				\$900
		Mylar Prints		0	Prints @	\$12.00				\$0
				0	Copies @	\$1.00				\$0
	COURTHOUSE COPIES:									\$150
	PRINTING:									\$900
	SUPPLIES:	Survey supplies								\$100
	COMMUNICATIONS:	Mail, Express, Etc.								\$0
										\$0
	SUBCONSULTANTS:									\$0
	ESTIMATED DIRECT NON-SALARY EXPENSES									<u>\$6,894</u>

SUMMARY OF COSTS:		<u>PRINCIPAL</u>	<u>SR. ASSOC.</u>	<u>ASSOCIATE</u>	<u>SR. PROF</u>	<u>PROF.</u>	<u>TECHNICAL</u>	<u>CLERICAL</u>	<u>TOTALS</u>
1.0	PROJECT MANAGEMENT	\$ 380	\$ 5,577	\$ -	\$ -	\$ 172	\$ -	\$ -	\$ 6,129
2.0	DATA COLLECTION & UTILITY COORDINATION	\$ -	\$ 1,144	\$ 2,360	\$ -	\$ 3,010	\$ 1,400	\$ -	\$ 7,914
3.0	PRELIMINARY DESIGN	\$ -	\$ 2,288	\$ 5,428	\$ 540	\$ 8,600	\$ 6,720	\$ 396	\$ 23,972
4.0	FINAL PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)	\$ -	\$ 8,723	\$ 4,602	\$ 1,800	\$ 14,964	\$ 7,280	\$ 1,386	\$ 38,755
5.0	PERMITTING	\$ 380	\$ 2,717	\$ 2,360	\$ 1,260	\$ 946	\$ 700	\$ 132	\$ 8,495
6.0	CONSTRUCTION STAKING	\$ -	\$ 2,288	\$ -	\$ -	\$ 17,200	\$ 28,000	\$ -	\$ 47,488
7.0	CONSTRUCTION OBSERVATION	\$ 3,040	\$ -	\$ -	\$ -	\$ 55,900	\$ 22,400	\$ -	\$ 81,340
8.0	CONTRACT ADMINISTRATION	\$ 1,900	\$ 3,575	\$ -	\$ 13,500	\$ -	\$ -	\$ 330	\$ 19,305
9.0	FINAL INSPECTION AND ACCEPTANCE	\$ -	\$ 286	\$ -	\$ 720	\$ -	\$ 1,120	\$ 66	\$ 2,192
10.0	AS-BUILTS	\$ -	\$ 143	\$ -	\$ 90	\$ -	\$ 1,680	\$ -	\$ 1,913
11.0	TRAFFIC SIGNAL DESIGN - SNELLING AVE/LINCOLN LANE	\$ 570	\$ 2,288	\$ -	\$ -	\$ 2,408	\$ 5,180	\$ 66	\$ 10,512
									<u>\$248,015</u>

SRF Consulting Group, Inc. Work Tasks and Person-Hour Estimates

Client: CITY OF ROSEVILLE
 Project: TERRACE LANE AT LINCOLN LANE REALIGNMENT, LINCOLN LANE TO
 SNELLING AVE REALIGNMENT; SIGNAL MODIFICATION AT SNELLING
 AVENUE



P14 XXXX

<u>TASK NO.</u>	<u>TASK DESCRIPTION</u>	<u>PRINCIPAL</u>	<u>SR. ASSOC.</u>	<u>ASSOCIATE</u>	<u>SR. PROF</u>	<u>PROF.</u>	<u>TECHNICAL</u>	<u>CLERICAL</u>	<u>TOTALS</u>	<u>EST. FEE</u>
<u>OPTIONAL TASKS</u>										
A	RIGHT OF WAY ACQUISITION									
	Approximate cost: \$3,000/parcel									
A1	Project administration including management of RW field agents, title and appraisal subconsultants; coordination with roadway design team; preparation of and updates to Parcel Status Worksheet; preparation of initial property owner contact letters; preparation of Just Compensation Memos.									
A2	Field Title Investigation.									
A3	Includes appraisal coordination and management. Provide required information to appraiser. Submit appraisal to review appraiser for certification.									
A4	Property Owner Negotiations: Offer packages Offers (review - mail) Good Faith Negotiations Administrative Settlements Mortgage Involvement (assumed 14 mortgage companies- permanent easement parcels Last Written Offers									

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: October 5, 2015
Item No.: 8.e

Department Approval



City Manager Approval



Item Description: Adopt Resolution Accepting Bids and Awarding Contract for Twin Lakes Parkway Phase 3

BACKGROUND

On August 10, 2015, the City Council approved plans and authorized advertisement of bids for the Twin Lakes Parkway Phase 3 project. This project, funded through TIF District 17 funds, involves the extension of Twin Lakes Parkway from Prior Avenue to Fairview Avenue. The new road extension includes one lane of traffic in each direction, pedestrian facilities on both sides of the road, storm water improvements, lighting and landscaping. Items in the bid also include the removal of the Hagen building and removal of old building footings within the right of way. The improvements will provide more capacity at the intersection as well as align the through lanes between the on and off ramps and Twin Lakes Parkway.

The signal light at Fairview is not included in this project but will be in a subsequent contract. The signal light will still be installed prior to the opening of Twin Lakes Parkway. Staff will be bringing proposals on this signal as well as the signal at Cleveland Avenue and County C2 within the next month. While the primary reason for removing the traffic signal was due to some coordination issues with Ramsey County, combining the signal projects together may result in some cost savings by having a larger signal project and using a signal contractor as the prime contractor instead of sub-contractors.

The engineer's estimate, provided by the consultant SRF Consulting Group, was \$2,202,567.50.

Bids were opened on September 30, 2015 at 11:00 AM at City Hall. We received four total bids. The bids received are as follows:

Contractor	Bid Amount
Forest Lake Contracting, Inc.	\$2,570,712.80
Meyer Contracting, Inc.	\$2,667,101.44
Park Construction Company	\$2,706,562.04
New Look Contracting	\$3,070,799.40

The low bid was received by Forest Lake Contracting, Inc. at a confirmed amount of \$2,570,712.80 which is \$368,145.30, or 16.7% higher than the engineer's estimate. This increase is likely due to the continued variability in the bidding climate as well as added costs due to the risks associated with the contaminated materials present in the project area. It should be noted that over \$250,000 of the overall project cost is attributable to the excavation and handling of contaminated soils.

25 The contractor is required to remove the Hagen Building by the end of 2015. Twin Lakes Parkway
26 must be completed by August 1, 2016.

27 **FINANCIAL IMPACTS**

28 The cost of this improvement is funded from TIF District 17, specifically the recently issued bonds
29 that will be paid back through future TIF District 17 revenue. The project will also use TIF District
30 17HSS funds. Environmental impacts from soil mitigation would be paid from TIF District 17HSS,
31 in the amount of \$257,500. The remaining \$2,312,212.80 would be paid out of TIF District 17.
32 Additional costs to TIF District 17 for Twin Lakes Parkway Phase 3 include \$136,994.00 for design
33 services, \$229,847.00 for construction services (if approved), and approximately \$20,000 for
34 construction testing. Overall impacts to TIF District 17 will be \$2,700,053.80.

35 **STAFF RECOMMENDATION**

36 Staff recommends the Council approve the resolution to award bid for Project P-15-14 Twin Lakes
37 Parkway Phase 3 Project.

38 **REQUESTED COUNCIL ACTION**

39 Motion to approve resolution accepting the bids and awarding contract for Twin Lakes Parkway.

Prepared by: Marc Culver, Public Works Director
Attachments: A: Resolution
B: Engineer's Recommendation Letter
C: Bid Tabulation
D: Project Layout

**EXTRACT OF MINUTES OF MEETING
OF THE
CITY COUNCIL OF THE CITY OF ROSEVILLE**

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was duly held on the 5th day of October, 2015, at 6:00 p.m.

The following members were present: ; and and the following were absent: .

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

**RESOLUTION AWARDING BIDS
FOR PROJECT ST-15-14
TWIN LAKES PARKWAY PHASE 3 PROJECT**

WHEREAS, pursuant to the advertisement for bids for the improvement, according to the plans and specifications thereof on file in the office of the Manager of said City, said bids were received on Wednesday, September 30, at 11:00 a.m., opened and tabulated according to law and the following bids were received complying with the advertisement:

Contractor	Bid Amount
Forest Lake Contracting, Inc.	\$2,570,712.80
Meyer Contracting, Inc.	\$2,667,101.44
Park Construction Company	\$2,706,562.04
New Look Contracting	\$3,070,799.40
Contractor	Bid Amount

WHEREAS, it appears that Forest Lake Contracting, Inc. of Forest Lake, Minnesota, is the lowest responsible bidder at the tabulated price of \$2,570,712.80.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville, Minnesota:

1. The Mayor and City Manager are hereby authorized and directed to enter into a contract with Forest Lake Contracting, Inc. for \$2,570,712.80 in the name of the City of Roseville for the above improvements according to the plans and specifications thereof heretofore approved by the City Council and on file in the office of the City Manager.
2. The City Manager is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids except the deposits of the successful bidder and the

34 next lowest bidder shall be retained until contracts have been signed.

35
36 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville,
37 Minnesota:

38
39 The motion for the adoption of the foregoing resolution was duly seconded by Member , and
40 upon vote being taken thereon, the following voted in favor thereof: ; and and the
41 following voted against the same: .

42
43 WHEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 5th day of October, 2015, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 5th day of October, 2015.

Patrick Trudgeon, City Manager

(SEAL)



September 30, 2015

SRF No. 0148828 0120

Mr. Marcus Culver, PE
 Director of Public Works
 CITY OF ROSEVILLE
 2660 Civic Center Drive
 Roseville, MN 55113

SUBJECT: TWIN LAKES PARKWAY PHASE 3, CITY PROJECT NO. 15-14

Dear Mr. Culver:

Sealed bids were opened for the referenced projects on Wednesday, September 30, 2015, at Roseville City Hall. A total of four (4) bids were received. All bids have been reviewed and checked. The bids are tabulated below in order of value:

CONTRACTOR	TOTAL BID
1. Forest Lake Contracting	\$2,570,712.80
2. Meyer Contracting, Inc.	\$2,667,101.44
3. Park Construction Company	\$2,706,562.04
4. New Look Contracting	\$3,070,799.40
ENGINEERS ESTIMATE	\$2,202,567.50

The low bid is 16.7 percent above the final Engineer's estimate and 16.3 percent below the highest bid. It is our opinion that the range and number of bids represent a normal and reasonable bidding distribution.

We recommend the Contract be awarded to the apparent low bidder, Forest Lake Contracting, Inc., in the amount of \$2,570,712.80. Please contact us with any questions or concerns regarding this project.

Sincerely,

SRF CONSULTING GROUP, INC.

Steven J. Miller, PE (MN)
 Senior Associate

Enclosure

cc: Jesse Freihammer, City of Roseville

H:\Projects\8828_Correspondence\Letters\8828-150930_AwardRecommendation.docx.doc

www.srfconsulting.com

One Carlson Parkway North, Suite 150 | Minneapolis, MN 55447-4443 | 763.475.0010 Fax: 1.866.440.6364

An Equal Opportunity Employer

BID TABULATION
TWIN LAKES PKWY PHASE III

1

NO.	ITEM NO.	ITEM	UNIT	QUANTITY	SRF		FOREST LAKE		MEYER	
					UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
1	2021.501	MOBILIZATION	LS	1	\$50,000.00	\$50,000.00				
2	2101.501	CLEARING	ACRE	1.3	\$4,000.00	\$5,200.00	\$92,000.00	\$92,000.00	\$86,294.84	\$86,629.84
3	2101.502	CLEARING	TREE	9	\$200.00	\$1,800.00	\$4,000.00	\$5,200.00	\$4,000.00	\$5,200.00
4	2101.506	GRUBBING	ACRE	1.3	\$4,000.00	\$5,200.00	\$125.00	\$1,125.00	\$100.00	\$900.00
5	2101.507	GRUBBING	TREE	9	\$200.00	\$1,800.00	\$4,000.00	\$5,200.00	\$4,000.00	\$5,200.00
6	2103.501	BUILDING REMOVAL A	LS	1	\$50,000.00	\$50,000.00	\$125.00	\$1,125.00	\$100.00	\$900.00
7	2103.505	DISCONNECT SEWER SERVICE	EACH	1	\$700.00	\$700.00	\$60,000.00	\$60,000.00	\$45,000.00	\$45,000.00
8	2103.507	DISCONNECT WATER SERVICE	EACH	1	\$560.00	\$560.00	\$1,800.00	\$1,800.00	\$961.50	\$961.50
9	2104.501	REMOVE WATER MAIN	LN FT	620	\$4.50	\$2,790.00	\$1,800.00	\$1,800.00	\$957.50	\$957.50
10	2104.501	REMOVE PIPE SEWERS	LN FT	334	\$12.00	\$4,008.00	\$13.00	\$8,060.00	\$19.25	\$11,935.00
11	2104.501	REMOVE CURB & GUTTER	LN FT	1770	\$3.00	\$5,310.00	\$16.00	\$5,344.00	\$19.75	\$6,596.50
12	2104.501	REMOVE CHAIN LINK FENCE	LN FT	1080	\$5.00	\$5,400.00	\$2.00	\$3,540.00	\$2.60	\$4,602.00
13	2104.505	REMOVE CONCRETE WALK	SO YD	340	\$5.00	\$1,700.00	\$9.00	\$9,720.00	\$3.60	\$3,888.00
14	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SO YD	140	\$9.00	\$1,260.00	\$5.00	\$1,700.00	\$5.30	\$1,802.00
15	2104.505	REMOVE CONCRETE PAVEMENT	SO YD	3280	\$4.25	\$13,940.00	\$8.00	\$1,120.00	\$7.90	\$1,106.00
16	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SO YD	330	\$6.00	\$1,980.00	\$6.50	\$21,320.00	\$5.10	\$16,728.00
17	2104.505	REMOVE BITUMINOUS PAVEMENT	SO YD	17760	\$3.00	\$53,280.00	\$7.00	\$2,310.00	\$4.10	\$1,353.00
18	2104.509	REMOVE VEHICULAR GATE	EACH	1	\$200.00	\$200.00	\$3.00	\$53,280.00	\$2.30	\$40,848.00
19	2104.509	REMOVE POST	EACH	15	\$275.00	\$4,125.00	\$500.00	\$500.00	\$262.50	\$262.50
20	2104.509	REMOVE CURB STOP & BOX	EACH	3	\$215.00	\$645.00	\$100.00	\$1,500.00	\$69.25	\$1,038.75
21	2104.509	REMOVE HYDRANT	EACH	2	\$450.00	\$900.00	\$300.00	\$900.00	\$159.00	\$477.00
22	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	4	\$360.00	\$1,440.00	\$1,000.00	\$2,000.00	\$720.00	\$1,440.00
23	2104.509	REMOVE LIGHT FOUNDATION	EACH	4	\$275.00	\$1,100.00	\$500.00	\$2,000.00	\$514.50	\$2,058.00
24	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LN FT	400	\$6.50	\$2,600.00	\$300.00	\$1,200.00	\$147.00	\$588.00
25	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LN FT	1860	\$1.75	\$3,255.00	\$3.25	\$1,300.00	\$3.70	\$1,480.00
26	2104.523	SALVAGE SIGN TYPE C	EACH	4	\$45.00	\$180.00	\$2.25	\$4,185.00	\$1.90	\$3,534.00
27	2104.525	ABANDON WELL	EACH	1	\$500.00	\$500.00	\$40.00	\$160.00	\$40.00	\$160.00
28	2104.607	REMOVE CONCRETE FOOTING	CU YD	150	\$5.00	\$750.00	\$3,000.00	\$3,000.00	\$2,570.00	\$2,570.00
29	2105.501	COMMON EXCAVATION	CU YD	7946	\$6.00	\$47,676.00	\$70.00	\$10,500.00	\$76.25	\$11,437.50
30	2105.505	MUCK EXCAVATION	CU YD	2687	\$7.00	\$18,809.00	\$15.00	\$19,190.00	\$17.00	\$135,082.00
31	2105.507	SUBGRADE EXCAVATION	CU YD	2483	\$7.00	\$17,381.00	\$11.00	\$29,557.00	\$24.25	\$65,159.75
32	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	5699	\$15.00	\$85,485.00	\$8.00	\$19,864.00	\$6.90	\$17,132.70
33	2105.523	COMMON BORROW (CV)	CU YD	1460	\$14.00	\$20,440.00	\$18.00	\$102,582.00	\$31.25	\$178,093.75
34	2105.601	DEWATERING	LS	1	\$5,000.00	\$5,000.00	\$6.00	\$8,760.00	\$7.50	\$10,950.00
35	2105.601	DEWATERING SPECIAL	LS	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
36	2105.607	EXCAVATION SPECIAL	CU YD	5000	\$10.00	\$50,000.00	\$4,000.00	\$4,000.00	\$10,500.00	\$10,500.00
37	2105.607	COMMON BORROW SPECIAL (CV)	CU YD	685	\$15.00	\$10,275.00	\$6.50	\$32,500.00	\$4.00	\$20,000.00
38	2105.607	STOCKPILE CONTAMINATED SOIL	CU YD	5000	\$5.00	\$25,000.00	\$36.00	\$24,660.00	\$40.50	\$27,742.50
39	2105.607	HAUL & DISPOSE OF CONTAMINATED MATERIAL	CU YD	5000	\$10.00	\$50,000.00	\$4.00	\$20,000.00	\$2.50	\$12,500.00
40	2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	2410	\$18.00	\$43,380.00	\$41.00	\$205,000.00	\$35.00	\$175,000.00
41	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	400	\$2.00	\$800.00	\$36.00	\$86,760.00	\$32.50	\$78,325.00
42	2360.501	TYPE SP 12.5 WEARING COURSE MIX (3:C)	TON	1270	\$70.00	\$88,900.00	\$2.50	\$1,000.00	\$2.50	\$1,000.00
43	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (3:C)	TON	1470	\$65.00	\$95,550.00	\$72.25	\$91,757.50	\$72.25	\$91,757.50
44	2402.583	ORNAMENTAL METAL RAILING	LN FT	615	\$15.00	\$9,225.00	\$69.00	\$101,430.00	\$69.00	\$101,430.00
45	2411.618	MODULAR BLOCK RETAINING WALL	SQ FT	2030	\$30.00	\$60,900.00	\$75.00	\$46,125.00	\$65.00	\$39,975.00
							\$54.00	\$109,620.00	\$47.50	\$96,425.00

BID TABULATION
TWIN LAKES PKWY PHASE III

2

NO.	ITEM NO.	ITEM	UNIT	QUANTITY	SRF		FOREST LAKE		MEYER	
					UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
46	2433.603	SAW & SEAL JOINT	LIN FT	2150	\$5.00	\$10,750.00				
47	2501.515	18" RC PIPE APRON	EACH	1	\$650.00	\$650.00	\$4.00	\$8,600.00	\$3.40	\$7,310.00
48	2501.515	24" RC PIPE APRON	EACH	1	\$750.00	\$750.00	\$650.00	\$650.00	\$821.50	\$821.50
49	2501.515	30" RC PIPE APRON	EACH	2	\$1,000.00	\$2,000.00	\$700.00	\$700.00	\$889.50	\$889.50
50	2501.515	36" RC PIPE APRON	EACH	4	\$1,200.00	\$4,800.00	\$1,100.00	\$2,200.00	\$1,032.00	\$2,064.00
51	2501.515	42" RC PIPE APRON	EACH	1			\$1,400.00	\$5,600.00	\$1,302.00	\$5,208.00
52	2501.602	TRASH GUARD FOR 18" PIPE APRON	EACH	1	\$1,500.00	\$1,500.00				
53	2502.541	4" PERF TP PIPE DRAIN	EACH	1	\$400.00	\$400.00	\$1,600.00	\$1,600.00	\$1,489.00	\$1,489.00
54	2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	2922	\$7.00	\$20,454.00	\$400.00	\$400.00	\$368.00	\$368.00
55	2503.541	18" RC PIPE SEWER DES 3006	LIN FT	996	\$36.00	\$35,856.00	\$7.50	\$21,915.00	\$13.50	\$39,447.00
56	2503.541	24" RC PIPE SEWER DES 3006	LIN FT	82	\$236.00	\$19,252.00	\$28.00	\$2,278.88.00	\$44.00	\$43,824.00
57	2503.541	30" RC PIPE SEWER DES 3006	LIN FT		\$36.00	\$2,952.00	\$36.00	\$2,952.00	\$47.00	\$3,854.00
58	2503.541	36" RC PIPE SEWER DES 3006	LIN FT							
59	2503.541	42" RC PIPE SEWER DES 3006	LIN FT	59	\$46.00	\$2,714.00	\$50.00	\$2,950.00	\$59.50	\$3,510.50
60	2503.602	CONSTRUCT BULKHEAD	LIN FT	43	\$55.00	\$2,365.00	\$76.00	\$3,268.00	\$76.00	\$3,268.00
61	2503.602	CONNECT TO EXISTING STORM SEWER	LIN FT	188	\$70.00	\$13,160.00	\$82.00	\$15,416.00	\$92.75	\$17,437.00
62	2503.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	LIN FT	310	\$90.00	\$27,900.00	\$91.00	\$28,210.00	\$119.50	\$37,045.00
63	2504.601	IRRIGATION SYSTEM	EACH	1	\$265.00	\$265.00	\$200.00	\$200.00	\$463.00	\$463.00
64	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	3	\$700.00	\$2,100.00				
65	2504.602	HYDRANT	EACH	1	\$800.00	\$800.00	\$400.00	\$1,200.00	\$772.00	\$2,316.00
66	2504.602	1.25" CORPORATION STOP	EACH	1	\$25,000.00	\$25,000.00	\$1,200.00	\$1,200.00	\$1,340.00	\$1,340.00
67	2504.602	6" GATE VALVE & BOX	LS	1	\$25,000.00	\$25,000.00	\$38,000.00	\$38,000.00	\$30,000.00	\$30,000.00
68	2504.602	8" GATE VALVE & BOX	EACH	5	\$1,300.00	\$6,500.00	\$1,000.00	\$5,000.00	\$2,368.00	\$11,840.00
69	2504.602	12" GATE VALVE & BOX	EACH	4	\$4,000.00	\$16,000.00	\$4,400.00	\$17,600.00	\$5,889.00	\$23,556.00
70	2504.602	12"X16" WET TAP	EACH	4						
71	2504.602	1.25" CURB STOP & BOX	EACH	4	\$350.00	\$1,400.00	\$450.00	\$1,800.00	\$685.00	\$2,740.00
72	2504.603	1.25" TYPE K COPPER PIPE	EACH	6	\$1,600.00	\$9,600.00	\$1,500.00	\$9,000.00	\$2,053.00	\$12,318.00
73	2504.603	6" WATERMAIN DUCTILE IRON CL 52	EACH	1	\$2,000.00	\$2,000.00	\$2,100.00	\$2,100.00	\$2,694.00	\$2,694.00
74	2504.603	8" WATERMAIN DUCTILE IRON CL 52	EACH	1	\$2,900.00	\$2,900.00	\$3,500.00	\$3,500.00	\$4,429.00	\$4,429.00
75	2504.603	12" WATERMAIN DUCTILE IRON CL 52	EACH	1	\$1,500.00	\$1,500.00	\$6,500.00	\$6,500.00	\$6,622.00	\$6,622.00
76	2504.604	4" POLYSTYRENE INSULATION	EACH	4	\$360.00	\$1,440.00				
77	2504.608	DUCTILE IRON FITTINGS	LIN FT	80	\$30.00	\$2,400.00	\$400.00	\$1,600.00	\$711.00	\$2,844.00
78	2506.516	CASTING ASSEMBLY	LIN FT	222	\$35.00	\$7,770.00	\$66.00	\$5,280.00	\$76.75	\$6,140.00
79	2506.522	ADJUST FRAME & RING CASTING	LIN FT	122	\$55.00	\$6,710.00	\$51.00	\$11,322.00	\$60.75	\$13,486.50
80	2506.603	CONSTRUCT DRAINAGE STRUCTURE DES SPEC 1	LIN FT	2125	\$65.00	\$138,125.00	\$60.00	\$7,320.00	\$69.00	\$8,418.00
81	2506.603	CONSTRUCT DRAINAGE STRUCTURE DES SPEC 2	LIN FT				\$67.00	\$142,375.00	\$74.75	\$158,843.75
82	2506.603	CONSTRUCT DRAINAGE STRUCTURE DES SPEC 3	SQ YD	7	\$35.00	\$245.00	\$80.00	\$560.00	\$117.50	\$822.50
83	2506.603	CONSTRUCT DRAINAGE STRUCTURE DES SPEC 4	POUND	2138	\$8.00	\$17,104.00	\$5.00	\$10,690.00	\$9.10	\$19,455.80
84	2506.603	CONSTRUCT DRAINAGE STRUCTURE DES SPEC 5	EACH	30	\$650.00	\$19,500.00	\$700.00	\$21,000.00	\$968.50	\$29,055.00
85	2506.603	CONSTRUCT DRAINAGE STRUCTURE DES SPEC 6	EACH	5	\$600.00	\$3,000.00	\$550.00	\$2,750.00	\$622.50	\$3,112.50
86	2511.501	RANDOM RIPRAP CLASS II	LIN FT	52	\$300.00	\$15,600.00	\$340.00	\$17,680.00	\$451.50	\$23,478.00
87	2511.501	RANDOM RIPRAP CLASS IV	LIN FT	12.5	\$475.00	\$5,937.50	\$400.00	\$5,000.00	\$491.50	\$6,143.75
88	2511.515	GEOTEXTILE FILTER TYPE IV	LIN FT	17.7	\$635.00	\$11,239.50	\$520.00	\$9,204.00	\$633.50	\$11,212.95
89	2521.501	4" CONCRETE WALK	LIN FT	22	\$1,400.00	\$30,800.00	\$700.00	\$15,400.00	\$900.50	\$19,811.00
90	2521.501	4" CONCRETE WALK SPECIAL 1	LIN FT	24.7	\$235.00	\$5,804.50	\$350.00	\$8,645.00	\$422.00	\$10,423.40
			EACH	1	\$7,500.00	\$7,500.00	\$7,000.00	\$7,000.00	\$9,487.00	\$9,487.00
			CU YD	29.6	\$90.00	\$2,664.00	\$110.00	\$3,256.00	\$166.00	\$4,913.60
			CU YD	24.9	\$110.00	\$2,739.00	\$120.00	\$2,988.00	\$167.00	\$4,158.30
			SQ YD	185	\$3.00	\$555.00	\$2.00	\$370.00	\$1.70	\$314.50
			SQ FT	28870	\$4.00	\$115,480.00	\$4.00	\$115,480.00	\$3.20	\$92,384.00
			SQ FT	272	\$8.00	\$2,176.00	\$26.00	\$7,072.00	\$22.85	\$6,215.20

BID TABULATION
TWIN LAKES PKWY PHASE III

NO.	ITEM NO.	ITEM	UNIT	QUANTITY	SRF		FOREST LAKE		MEYER	
					UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
91	2521.501	4" CONCRETE WALK SPECIAL 2	SQ FT	882	\$8.00	\$7,056.00	\$18.00	\$15,876.00	\$15.20	\$13,406.40
92	2521.501	4" CONCRETE WALK SPECIAL 3	SQ FT	8440	\$8.00	\$67,520.00	\$12.00	\$101,280.00	\$10.20	\$86,088.00
93	2521.501	4" CONCRETE WALK SPECIAL 4	SQ FT	1191	\$8.00	\$9,528.00	\$21.00	\$25,011.00	\$18.40	\$21,914.40
94	2521.501	6" CONCRETE WALK	SQ FT	1450	\$5.50	\$7,975.00	\$11.00	\$15,950.00	\$8.85	\$12,832.50
95	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	5700	\$16.00	\$91,200.00	\$12.00	\$68,400.00	\$11.85	\$67,545.00
96	2531.501	CONCRETE CURB & GUTTER DESIGN D418	LIN FT	310	\$20.00	\$6,200.00	\$32.00	\$9,920.00	\$31.95	\$9,904.50
97	2531.502	CONCRETE CURB DESIGN V6	LIN FT	322	\$30.00	\$9,660.00	\$42.00	\$13,524.00	\$37.00	\$11,914.00
98	2531.618	TRUNCATED DOMES	SQ FT	256	\$50.00	\$12,800.00	\$38.00	\$9,728.00	\$38.00	\$9,728.00
99	2540.603	LANDSCAPE EDGER	LIN FT	369	\$7.00	\$2,583.00	\$6.00	\$2,214.00	\$4.00	\$1,476.00
100	2545.511	LIGHTING UNIT TYPE SPECIAL 1	EACH	28	\$4,800.00	\$134,400.00	\$3,900.00	\$109,200.00	\$4,150.00	\$116,200.00
101	2545.511	LIGHTING UNIT TYPE SPECIAL 2	EACH	3	\$7,200.00	\$21,600.00	\$5,600.00	\$16,800.00	\$5,800.00	\$17,400.00
102	2545.515	LIGHT FOUNDATION DESIGN E	EACH	31	\$760.00	\$23,560.00	\$750.00	\$23,250.00	\$850.00	\$26,350.00
103	2545.521	2" RIGID STEEL CONDUIT	LIN FT	109	\$23.00	\$2,507.00	\$9.00	\$981.00	\$16.00	\$1,744.00
104	2545.521	2.0" RIGID STEEL COND (DIRECTIONAL BORE)	LIN FT	70	\$23.00	\$1,610.00	\$22.00	\$1,540.00	\$28.00	\$1,960.00
105	2545.523	1.25" NON-METALLIC CONDUIT	LIN FT	9260	\$3.00	\$27,780.00	\$2.00	\$18,520.00	\$3.50	\$32,410.00
106	2545.523	1.5" NON-METALLIC CONDUIT	LIN FT	3710	\$4.00	\$14,840.00	\$3.50	\$12,985.00	\$4.50	\$16,695.00
107	2545.523	2" NON-METALLIC CONDUIT	LIN FT	139	\$5.00	\$695.00	\$5.00	\$695.00	\$6.00	\$834.00
108	2545.523	4" NON-METALLIC CONDUIT	LIN FT	360	\$20.00	\$7,200.00	\$8.00	\$2,880.00	\$9.00	\$3,240.00
109	2545.531	UNDERGROUND WIRE 1 COND NO 2	LIN FT	594	\$2.50	\$1,485.00	\$1.50	\$891.00	\$2.00	\$1,188.00
110	2545.531	UNDERGROUND WIRE 1 COND NO 6	LIN FT	17482	\$1.25	\$21,852.50	\$0.90	\$15,733.80	\$1.30	\$22,726.60
111	2545.541	SERVICE CABINET -TYPE L1	EACH	1	\$5,630.00	\$5,630.00	\$4,500.00	\$4,500.00	\$4,100.00	\$4,100.00
112	2545.545	EQUIPMENT PAD B	EACH	1	\$800.00	\$800.00	\$600.00	\$600.00	\$800.00	\$800.00
113	2545.553	HANDHOLE	EACH	6	\$1,920.00	\$11,520.00	\$900.00	\$5,400.00	\$700.00	\$4,200.00
114	2545.603	4" PVC SCHEDULE 40 SLEEVE	LIN FT	500	\$20.00	\$10,000.00	\$11.00	\$5,500.00	\$8.80	\$4,400.00
115	2550.602	PULL VAULT	EACH	7	\$800.00	\$5,600.00	\$1,000.00	\$7,000.00	\$1,000.00	\$7,000.00
116	2554.509	GUIDE POST TYPE B	EACH	11	\$60.00	\$660.00	\$55.00	\$605.00	\$55.00	\$605.00
117	2557.501	WIRE FENCE DESIGN 60-9322	LIN FT	770	\$12.00	\$9,240.00	\$15.00	\$11,550.00	\$11.75	\$9,047.50
118	2557.523	METAL BRACE ASSEMBLY-CHAIN LINK FENCE	EACH	8	\$140.00	\$1,120.00	\$500.00	\$4,000.00	\$148.00	\$1,184.00
119	2557.527	ELECTRICAL GROUND	EACH	1	\$120.00	\$120.00	\$150.00	\$150.00	\$137.00	\$137.00
120	2563.601	TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$11,000.00	\$11,000.00	\$9,765.00	\$9,765.00
121	2564.531	SIGN PANELS TYPE C	SQ FT	200	\$35.00	\$7,000.00	\$33.00	\$6,600.00	\$33.00	\$6,600.00
122	2564.537	INSTALL SIGN TYPE C	EACH	4	\$175.00	\$700.00	\$155.00	\$620.00	\$155.00	\$620.00
123	2571.502	DECIDUOUS TREE 2.5" CAL B&B	TREE	74	\$600.00	\$44,400.00	\$550.00	\$40,700.00	\$570.00	\$27,380.00
124	2571.505	DECIDUOUS SHRUB NO 2 CONT	SHRUB	47	\$40.00	\$1,880.00	\$39.00	\$1,833.00	\$33.00	\$1,551.00
125	2571.507	PERENNIAL NO 1 CONT	PLANT	360	\$20.00	\$7,200.00	\$14.00	\$5,040.00	\$13.50	\$4,860.00
126	2573.502	SILT FENCE, TYPE MS	LIN FT	2200	\$2.00	\$4,400.00	\$2.00	\$4,400.00	\$2.00	\$4,400.00
127	2573.505	FLOTATION SILT CURTAIN TYPE STILL WATER	LIN FT	290	\$15.00	\$4,350.00	\$15.00	\$4,350.00	\$14.25	\$4,132.50
128	2573.530	STORM DRAIN INLET PROTECTION	EACH	43	\$175.00	\$7,525.00	\$125.00	\$5,375.00	\$55.00	\$2,365.00
129	2573.533	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	830	\$6.00	\$4,980.00	\$2.40	\$1,992.00	\$2.40	\$1,992.00
130	2573.560	CULVERT END CONTROLS	EACH	1	\$205.00	\$205.00	\$500.00	\$500.00	\$150.00	\$150.00
131	2574.508	FERTILIZER TYPE 3	POUND	840	\$1.00	\$840.00	\$0.90	\$756.00	\$0.85	\$714.00
132	2574.508	FERTILIZER TYPE 4	POUND	150	\$1.00	\$150.00	\$1.10	\$165.00	\$1.10	\$165.00
133	2574.525	LOAM TOPSOIL BORROW	CU YD	68	\$50.00	\$3,400.00	\$60.00	\$4,080.00	\$60.00	\$4,080.00
134	2574.575	SUBSOILING	ACRE	3.4	\$450.00	\$1,530.00	\$1,000.00	\$3,400.00	\$1,015.00	\$3,451.00
135	2574.578	SOIL BED PREPARATION	ACRE	2.6	\$160.00	\$416.00	\$1,000.00	\$2,600.00	\$950.00	\$2,470.00

BID TABULATION
TWIN LAKES PKWY PHASE III

NO.	ITEM NO.	ITEM	UNIT	QUANTITY	SRF		FOREST LAKE		MEYER	
					UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
136	2574.580	SOIL TRACKING	ACRE	0.8	\$180.00	\$144.00				
137	2575.501	SEEDING	ACRE	3.4	\$200.00	\$680.00	\$700.00	\$560.00	\$965.00	\$772.00
138	2575.502	SEED MIXTURE 25-131	ACRE	450	\$3.00	\$1,350.00	\$1,300.00	\$4,420.00	\$1,250.00	\$4,250.00
139	2575.502	SEED MIXTURE 33-261	POUND	40	\$26.00	\$1,040.00	\$3.25	\$1,462.50	\$3.30	\$1,485.00
140	2575.502	SEED MIXTURE 35-241	POUND	20	\$15.00	\$300.00	\$24.00	\$960.00	\$23.50	\$940.00
141	2575.505	SODDING TYPE LAWN	SO YD	10	\$10.00	\$100.00	\$20.00	\$400.00	\$19.75	\$395.00
142	2575.505	SODDING TYPE SALT TOLERANT	SO YD	2990	\$10.00	\$29,900.00	\$5.00	\$50.00	\$5.00	\$50.00
143	2575.511	MULCH MATERIAL TYPE 1	TON	10	\$160.00	\$1,600.00	\$6.00	\$17,940.00	\$5.80	\$17,342.00
144	2575.519	DISK ANCHORING	ACRE	1.2	\$70.00	\$84.00	\$350.00	\$3,500.00	\$350.00	\$3,500.00
145	2575.523	EROSION CONTROL BLANKETS CATEGORY 00	SO YD	4050	\$1.75	\$7,087.50	\$225.00	\$270.00	\$225.00	\$270.00
146	2575.555	TURF ESTABLISHMENT	LS	1			\$1.75	\$7,087.50	\$1.80	\$7,290.00
147	2575.571	RAPID STABILIZATION METHOD 3	MGAL	20	\$8,000.00	\$8,000.00	\$4,800.00	\$4,800.00	\$4,750.00	\$4,750.00
148	2582.501	PAVT MSSG (LT ARROW) EPOXY	EACH	1	\$350.00	\$7,000.00	\$325.00	\$6,500.00	\$325.00	\$6,500.00
149	2582.501	PAVT MSSG (RT ARROW) EPOXY	EACH	1	\$140.00	\$140.00	\$125.00	\$125.00	\$125.00	\$125.00
150	2582.501	PAVT MSSG (THRU ARROW) EPOXY	EACH	1	\$150.00	\$150.00	\$125.00	\$125.00	\$125.00	\$125.00
151	2582.501	PAVT MSSG (YIELD) - EPOXY	EACH	1						
152	2582.502	4" SOLID LINE WHITE-EPOXY	LIN FT	3700	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00
153	2582.502	24" SOLID LINE WHITE-EPOXY	LIN FT	40	\$0.40	\$1,480.00	\$0.40	\$1,480.00	\$0.40	\$1,480.00
154	2582.502	24" DOTTED LINE WHITE - EPOXY (SPECIAL)	LIN FT	15	\$6.50	\$260.00	\$8.00	\$320.00	\$8.00	\$320.00
155	2582.502	4" SOLID LINE YELLOW-EPOXY	LIN FT	650	\$2.00	\$30.00	\$30.00	\$450.00	\$30.00	\$450.00
156	2582.502	12" SOLID LINE YELLOW-EPOXY	LIN FT	100	\$0.40	\$260.00	\$0.41	\$266.50	\$0.41	\$266.50
157	2582.502	4" DOUBLE SOLID LINE YELLOW-EPOXY	LIN FT	1150		\$500.00	\$5.50	\$550.00	\$5.50	\$550.00
158	2582.503	CROSSWALK MARKING-EPOXY	SQ FT	380	\$0.80	\$920.00	\$0.82	\$943.00	\$0.82	\$943.00
					\$4.50	\$1,710.00	\$4.60	\$1,748.00	\$4.60	\$1,748.00
BID TOTAL							\$2,570,712.80		BID TOTAL	\$2,667,101.44

BID TABULATION
TWIN LAKES PKWY PHASE III

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NO.	ITEM NO.	ITEM	SRF			PARK			NEW LOOK		
			UNIT	QUANTITY	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	COST
1	2021.501	MOBILIZATION	LS	1	\$50,000.00	\$50,000.00					
2	2101.501	CLEARING	ACRE	1.3	\$4,000.00	\$5,200.00	\$135,300.00	\$135,300.00	\$240,000.00	\$240,000.00	
3	2101.502	CLEARING	TREE	9	\$200.00	\$1,800.00		\$5,772.00	\$7,850.00	\$10,205.00	
4	2101.506	GRUBBING	ACRE	1.3	\$4,000.00	\$5,200.00		\$999.00	\$4,885.00	\$4,365.00	
5	2101.507	GRUBBING	TREE	9	\$200.00	\$1,800.00		\$999.00	\$4,225.00	\$5,492.50	
6	2103.501	BUILDING REMOVAL A	LS	1	\$50,000.00	\$50,000.00			\$300.00	\$2,700.00	
7	2103.505	DISCONNECT SEWER SERVICE	EACH	1	\$700.00	\$700.00	\$110,450.00	\$110,450.00	\$48,000.00	\$48,000.00	
8	2103.507	DISCONNECT WATER SERVICE	EACH	1	\$560.00	\$560.00	\$1,610.00	\$1,610.00	\$1,600.00	\$1,600.00	
9	2104.501	REMOVE WATER MAIN	LIN FT	620	\$4.50	\$2,790.00	\$6.75	\$4,185.00	\$15.00	\$9,300.00	
10	2104.501	REMOVE PIPE SEWERS	LIN FT	334	\$12.00	\$4,008.00	\$10.90	\$3,640.60	\$18.00	\$6,012.00	
11	2104.501	REMOVE CURB & GUTTER	LIN FT	1770	\$3.00	\$5,310.00	\$3.55	\$6,283.50	\$5.00	\$8,850.00	
12	2104.501	REMOVE CHAIN LINK FENCE	LIN FT	1080	\$5.00	\$5,400.00	\$8.95	\$9,666.00	\$3.00	\$3,240.00	
13	2104.505	REMOVE CONCRETE WALK	SO YD	340	\$5.00	\$1,700.00	\$5.25	\$1,785.00	\$18.00	\$6,120.00	
14	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SO YD	140	\$9.00	\$1,260.00	\$8.30	\$1,162.00	\$27.00	\$3,780.00	
15	2104.505	REMOVE CONCRETE PAVEMENT	SO YD	3280	\$4.25	\$13,940.00	\$7.50	\$24,600.00	\$27.00	\$88,560.00	
16	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SO YD	330	\$6.00	\$1,980.00	\$2.75	\$907.50	\$18.00	\$5,940.00	
17	2104.505	REMOVE BITUMINOUS PAVEMENT	SO YD	17760	\$3.00	\$53,280.00	\$1.65	\$29,304.00	\$3.00	\$53,280.00	
18	2104.509	REMOVE VEHICULAR GATE	EACH	1	\$200.00	\$200.00	\$256.00	\$256.00	\$438.00	\$438.00	
19	2104.509	REMOVE POST	EACH	15	\$275.00	\$4,125.00	\$221.00	\$3,315.00	\$150.00	\$2,250.00	
20	2104.509	REMOVE CURB STOP & BOX	EACH	3	\$215.00	\$645.00	\$77.30	\$231.90	\$600.00	\$1,800.00	
21	2104.509	REMOVE HYDRANT	EACH	2	\$450.00	\$900.00	\$154.00	\$308.00	\$800.00	\$1,600.00	
22	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	4	\$360.00	\$1,440.00	\$155.00	\$620.00	\$700.00	\$2,800.00	
23	2104.509	REMOVE LIGHT FOUNDATION	EACH	4	\$275.00	\$1,100.00	\$268.00	\$1,072.00	\$500.00	\$2,000.00	
24	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	400	\$6.50	\$2,600.00	\$6.50	\$2,600.00	\$5.00	\$2,000.00	
25	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	1860	\$1.75	\$3,255.00	\$3.90	\$7,254.00	\$3.00	\$5,580.00	
26	2104.523	SALVAGE SIGN TYPE C	EACH	4	\$45.00	\$180.00	\$40.00	\$160.00	\$50.00	\$200.00	
27	2104.525	ABANDON WELL	EACH	1	\$500.00	\$500.00	\$10,000.00	\$10,000.00	\$4,225.00	\$4,225.00	
28	2104.607	REMOVE CONCRETE FOOTING	CU YD	150	\$5.00	\$750.00	\$36.60	\$5,490.00	\$50.00	\$7,500.00	
29	2105.501	COMMON EXCAVATION	CU YD	7946	\$6.00	\$47,676.00	\$8.95	\$71,116.70	\$12.00	\$95,352.00	
30	2105.505	MUCK EXCAVATION	CU YD	2687	\$7.00	\$18,809.00	\$17.60	\$47,291.20	\$20.00	\$53,740.00	
31	2105.507	SUBGRADE EXCAVATION	CU YD	2483	\$7.00	\$17,381.00	\$8.60	\$21,353.80	\$12.00	\$29,796.00	
32	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	5699	\$15.00	\$85,485.00	\$31.70	\$180,638.30	\$24.00	\$136,776.00	
33	2105.523	COMMON BORROW (CV)	CU YD	1460	\$14.00	\$20,440.00	\$21.70	\$31,682.00	\$15.00	\$21,900.00	
34	2105.601	DEWATERING	LS	1	\$5,000.00	\$5,000.00	\$9,790.00	\$9,790.00	\$1.00	\$1.00	
35	2105.601	DEWATERING SPECIAL	LS	1	\$5,000.00	\$5,000.00	\$12,800.00	\$12,800.00	\$1.00	\$1.00	
36	2105.607	EXCAVATION SPECIAL	CU YD	5000	\$10.00	\$50,000.00	\$5.50	\$27,500.00	\$5.00	\$25,000.00	
37	2105.607	COMMON BORROW SPECIAL (CV)	CU YD	685	\$15.00	\$10,275.00	\$34.70	\$23,769.50	\$32.00	\$21,920.00	
38	2105.607	STOCKPILE CONTAMINATED SOIL	CU YD	5000	\$5.00	\$25,000.00	\$2.50	\$12,500.00	\$5.00	\$25,000.00	
39	2105.607	HAUL & DISPOSE OF CONTAMINATED MATERIAL	CU YD	5000	\$10.00	\$50,000.00	\$50.00	\$250,000.00	\$35.00	\$175,000.00	
40	2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	2410	\$18.00	\$43,380.00	\$27.30	\$65,793.00	\$24.00	\$57,840.00	
41	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	400	\$2.00	\$800.00	\$3.65	\$1,460.00	\$4.00	\$1,600.00	
42	2360.501	TYPE SP 12.5 WEARING COURSE MIX (3.C)	TON	1270	\$70.00	\$88,900.00	\$75.70	\$96,139.00	\$88.00	\$111,760.00	
43	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (3.C)	TON	1470	\$65.00	\$95,550.00	\$76.40	\$112,308.00	\$85.00	\$124,950.00	
44	2402.583	ORNAMENTAL METAL RAILING	LIN FT	615	\$150.00	\$92,250.00	\$65.00	\$39,975.00	\$75.00	\$46,125.00	
45	2411.618	MODULAR BLOCK RETAINING WALL	SQ FT	2030	\$30.00	\$60,900.00	\$53.00	\$107,590.00	\$55.00	\$111,650.00	

BID TABULATION
TWIN LAKES PKWY PHASE III

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NO.	ITEM NO.	ITEM	UNIT	QUANTITY	SRF		PARK		NEW LOOK	
					UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
46	2433.603	SAW & SEAL JOINT	LIN FT	21.50	\$5.00	\$10,750.00			\$4.00	\$8,600.00
47	2501.515	18" RC PIPE APRON	EACH	1	\$650.00	\$650.00	\$612.00	\$612.00	\$1,000.00	\$1,000.00
48	2501.515	24" RC PIPE APRON	EACH	1	\$750.00	\$750.00	\$663.00	\$663.00	\$1,300.00	\$1,300.00
49	2501.515	30" RC PIPE APRON	EACH	2	\$1,000.00	\$2,000.00	\$912.00	\$1,824.00	\$1,400.00	\$2,800.00
50	2501.515	36" RC PIPE APRON	EACH	4	\$1,200.00	\$4,800.00	\$1,120.00	\$4,480.00	\$1,700.00	\$6,800.00
51	2501.515	42" RC PIPE APRON	EACH	1	\$1,500.00	\$1,500.00	\$1,260.00	\$1,260.00	\$1,800.00	\$1,800.00
52	2501.602	TRASH GUARD FOR 18" PIPE APRON	EACH	1	\$400.00	\$400.00	\$298.00	\$298.00	\$500.00	\$500.00
53	2502.541	4" PERF TP PIPE DRAIN	LIN FT	2922	\$7.00	\$20,454.00	\$8.25	\$24,106.50	\$8.00	\$23,376.00
54	2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	996	\$36.00	\$35,856.00	\$27.50	\$27,290.00	\$30.00	\$29,880.00
55	2503.541	18" RC PIPE SEWER DES 3006	LIN FT	82	\$36.00	\$2,952.00	\$33.20	\$2,722.40	\$45.00	\$3,690.00
56	2503.541	24" RC PIPE SEWER DES 3006	LIN FT	59	\$46.00	\$2,714.00	\$38.20	\$2,253.80	\$48.00	\$2,832.00
57	2503.541	30" RC PIPE SEWER DES 3006	LIN FT	43	\$55.00	\$2,365.00	\$50.80	\$2,184.40	\$70.00	\$3,010.00
58	2503.541	36" RC PIPE SEWER DES 3006	LIN FT	188	\$70.00	\$13,160.00	\$58.10	\$10,922.80	\$75.00	\$14,100.00
59	2503.541	42" RC PIPE SEWER DES 3006	LIN FT	310	\$90.00	\$27,900.00	\$79.20	\$24,552.00	\$92.00	\$28,520.00
60	2503.602	CONSTRUCT BULKHEAD	EACH	1	\$265.00	\$265.00	\$522.00	\$522.00	\$1,000.00	\$1,000.00
61	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	3	\$700.00	\$2,100.00	\$706.00	\$2,118.00	\$750.00	\$2,250.00
62	2503.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	1	\$800.00	\$800.00	\$1,130.00	\$1,130.00	\$1,200.00	\$1,200.00
63	2504.601	IRRIGATION SYSTEM	LS	1	\$25,000.00	\$25,000.00	\$35,900.00	\$35,900.00	\$90,500.00	\$90,500.00
64	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	5	\$1,300.00	\$6,500.00	\$766.00	\$3,830.00	\$1,100.00	\$5,500.00
65	2504.602	HYDRANT	EACH	4	\$4,000.00	\$16,000.00	\$1,160.00	\$4,640.00	\$4,750.00	\$19,000.00
66	2504.602	1.25" CORPORATION STOP	EACH	4	\$350.00	\$1,400.00	\$503.00	\$2,012.00	\$600.00	\$2,400.00
67	2504.602	6" GATE VALVE & BOX	EACH	6	\$1,600.00	\$9,600.00	\$1,350.00	\$8,100.00	\$2,000.00	\$12,000.00
68	2504.602	8" GATE VALVE & BOX	EACH	1	\$2,000.00	\$2,000.00	\$1,930.00	\$1,930.00	\$2,600.00	\$2,600.00
69	2504.602	12" GATE VALVE & BOX	EACH	1	\$2,900.00	\$2,900.00	\$3,240.00	\$3,240.00	\$4,200.00	\$4,200.00
70	2504.602	12"X16" WET TAP	EACH	1	\$1,500.00	\$1,500.00	\$6,110.00	\$6,110.00	\$2,600.00	\$2,600.00
71	2504.602	1.25" CURB STOP & BOX	EACH	4	\$360.00	\$1,440.00	\$514.00	\$2,056.00	\$650.00	\$2,600.00
72	2504.603	1.25" TYPE K COPPER PIPE	LIN FT	80	\$30.00	\$2,400.00	\$49.20	\$3,936.00	\$65.00	\$5,200.00
73	2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	222	\$35.00	\$7,770.00	\$40.30	\$8,946.60	\$40.00	\$8,880.00
74	2504.603	8" WATERMAIN DUCTILE IRON CL 52	LIN FT	122	\$55.00	\$6,710.00	\$48.80	\$5,953.60	\$45.00	\$5,490.00
75	2504.603	12" WATERMAIN DUCTILE IRON CL 52	LIN FT	2125	\$65.00	\$138,125.00	\$53.00	\$112,625.00	\$60.00	\$127,500.00
76	2504.604	4" POLYSTYRENE INSULATION	SQ YD	7	\$35.00	\$245.00	\$42.10	\$294.70	\$55.00	\$385.00
77	2504.608	DUCTILE IRON FITTINGS	POUND	2138	\$8.00	\$17,104.00	\$7.90	\$16,890.20	\$7.00	\$14,966.00
78	2506.516	CASTING ASSEMBLY	EACH	30	\$650.00	\$19,500.00	\$894.00	\$26,820.00	\$800.00	\$24,000.00
79	2506.522	ADJUST FRAME & RING CASTING	EACH	5	\$600.00	\$3,000.00	\$262.00	\$1,310.00	\$600.00	\$3,000.00
80	2506.603	CONSTRUCT DRAINAGE STRUCTURE DES SPEC 1	LIN FT	52	\$300.00	\$15,600.00	\$322.00	\$16,744.00	\$285.00	\$14,820.00
81	2506.603	CONSTRUCT DRAINAGE STRUCTURE DES SPEC 2	LIN FT	12.5	\$475.00	\$5,937.50	\$404.00	\$5,050.00	\$435.00	\$5,437.50
82	2506.603	CONSTRUCT DRAINAGE STRUCTURE DES SPEC 3	LIN FT	17.7	\$635.00	\$11,239.50	\$521.00	\$9,221.70	\$530.00	\$9,381.00
83	2506.603	CONSTRUCT DRAINAGE STRUCTURE DES SPEC 4	LIN FT	22	\$1,400.00	\$30,800.00	\$746.00	\$16,412.00	\$670.00	\$14,740.00
84	2506.603	CONSTRUCT DRAINAGE STRUCTURE DES SPEC 5	LIN FT	24.7	\$235.00	\$5,804.50	\$206.00	\$5,088.20	\$340.00	\$8,398.00
85	2506.603	CONSTRUCT DRAINAGE STRUCTURE DES SPEC 6	EACH	1	\$7,500.00	\$7,500.00	\$8,070.00	\$8,070.00	\$6,600.00	\$6,600.00
86	2511.501	RANDOM RIPRAP CLASS II	CU YD	29.6	\$90.00	\$2,664.00	\$94.30	\$2,791.28	\$110.00	\$3,256.00
87	2511.501	RANDOM RIPRAP CLASS IV	CU YD	24.9	\$110.00	\$2,739.00	\$97.90	\$2,437.71	\$110.00	\$2,739.00
88	2511.515	GEOTEXTILE FILTER TYPE IV	SQ YD	185	\$3.00	\$555.00	\$3.65	\$675.25	\$4.00	\$740.00
89	2521.501	4" CONCRETE WALK	SQ FT	28870	\$4.00	\$115,480.00	\$4.50	\$129,915.00	\$5.00	\$144,350.00
90	2521.501	4" CONCRETE WALK SPECIAL 1	SQ FT	272	\$8.00	\$2,176.00	\$12.80	\$3,481.60	\$16.00	\$4,352.00

BID TABULATION
TWIN LAKES PKWY PHASE III

NO.	ITEM NO.	ITEM	SRF			PARK			NEW LOOK		
			UNIT	QUANTITY	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	
91	2521.501	4" CONCRETE WALK SPECIAL 2	SO FT	882	\$8.00	\$7,056.00	\$12.90	\$11,377.80	\$15.00	\$13,230.00	
92	2521.501	4" CONCRETE WALK SPECIAL 3	SQ FT	8440	\$8.00	\$67,520.00	\$11.30	\$95,372.00	\$13.00	\$109,720.00	
93	2521.501	4" CONCRETE WALK SPECIAL 4	SQ FT	1191	\$8.00	\$9,528.00	\$11.90	\$14,172.90	\$13.00	\$15,483.00	
94	2521.501	6" CONCRETE WALK	SO FT	1450	\$5.50	\$7,975.00	\$7.00	\$10,150.00	\$7.00	\$10,150.00	
95	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	5700	\$16.00	\$91,200.00	\$12.90	\$73,530.00	\$15.00	\$85,500.00	
96	2531.501	CONCRETE CURB & GUTTER DESIGN D418	LIN FT	310	\$20.00	\$6,200.00	\$18.30	\$5,673.00	\$22.00	\$6,820.00	
97	2531.502	CONCRETE CURB DESIGN V6	LIN FT	322	\$30.00	\$9,660.00	\$25.30	\$8,146.60	\$30.00	\$9,660.00	
98	2531.618	TRUNCATED DOMES	SQ FT	256	\$5.00	\$1,280.00	\$35.50	\$9,088.00	\$42.00	\$10,752.00	
99	2540.603	LANDSCAPE EDGR	LIN FT	369	\$7.00	\$2,583.00	\$9.00	\$3,321.00	\$11.00	\$4,059.00	
100	2545.511	LIGHTING UNIT TYPE SPECIAL 1	EACH	28	\$4,800.00	\$134,400.00	\$4,080.00	\$114,240.00	\$5,000.00	\$140,000.00	
101	2545.511	LIGHTING UNIT TYPE SPECIAL 2	EACH	3	\$7,200.00	\$21,600.00	\$5,850.00	\$17,550.00	\$7,000.00	\$21,000.00	
102	2545.515	LIGHT FOUNDATION DESIGN E	EACH	31	\$760.00	\$23,560.00	\$719.00	\$22,289.00	\$1,025.00	\$31,775.00	
103	2545.521	2" RIGID STEEL CONDUIT	LIN FT	109	\$23.00	\$2,507.00	\$14.90	\$1,624.10	\$20.00	\$2,180.00	
104	2545.521	2.0" RIGID STEEL COND (DIRECTIONAL BORE)	LIN FT	70	\$23.00	\$1,610.00	\$40.30	\$2,821.00	\$34.00	\$2,380.00	
105	2545.523	1.25" NON-METALLIC CONDUIT	LIN FT	9260	\$3.00	\$27,780.00	\$3.15	\$29,169.00	\$4.00	\$37,040.00	
106	2545.523	1.5" NON-METALLIC CONDUIT	LIN FT	3710	\$4.00	\$14,840.00	\$5.30	\$19,663.00	\$5.00	\$18,550.00	
107	2545.523	2" NON-METALLIC CONDUIT	LIN FT	139	\$5.00	\$695.00	\$6.30	\$875.70	\$7.00	\$973.00	
108	2545.523	4" NON-METALLIC CONDUIT	LIN FT	360	\$20.00	\$7,200.00	\$11.50	\$4,140.00	\$11.00	\$3,960.00	
109	2545.531	UNDERGROUND WIRE 1 COND NO 2	LIN FT	594	\$2.50	\$1,485.00	\$2.05	\$1,217.70	\$3.00	\$1,782.00	
110	2545.531	UNDERGROUND WIRE 1 COND NO 6	LIN FT	17482	\$1.25	\$21,852.50	\$1.25	\$21,852.50	\$2.00	\$34,964.00	
111	2545.541	SERVICE CABINET -TYPE L1	EACH	1	\$5,630.00	\$5,630.00	\$4,410.00	\$4,410.00	\$5,000.00	\$5,000.00	
112	2545.545	EQUIPMENT PAD B	EACH	1	\$800.00	\$800.00	\$1,260.00	\$1,260.00	\$1,000.00	\$1,000.00	
113	2545.553	HANDHOLE	EACH	6	\$1,920.00	\$11,520.00	\$1,900.00	\$11,400.00	\$850.00	\$5,100.00	
114	2545.603	4" PVC SCHEDULE 40 SLEEVE	LIN FT	500	\$20.00	\$10,000.00	\$8.50	\$4,250.00	\$20.00	\$10,000.00	
115	2550.602	PULL VAULT	EACH	7	\$800.00	\$5,600.00	\$1,010.00	\$7,070.00	\$1,200.00	\$8,400.00	
116	2554.509	GUIDE POST TYPE B	EACH	11	\$60.00	\$660.00	\$55.00	\$605.00	\$66.00	\$726.00	
117	2557.501	WIRE FENCE DESIGN 60-9322	LIN FT	770	\$12.00	\$9,240.00	\$14.80	\$11,396.00	\$42.00	\$32,340.00	
118	2557.523	METAL BRACE ASSEMBLY-CHAIN LINK FENCE	EACH	8	\$140.00	\$1,120.00	\$494.00	\$3,952.00	\$425.00	\$3,400.00	
119	2557.527	ELECTRICAL GROUND	EACH	1	\$120.00	\$120.00	\$150.00	\$150.00	\$600.00	\$600.00	
120	2563.601	TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$9,770.00	\$9,770.00	\$12,000.00	\$12,000.00	
121	2564.531	SIGN PANELS TYPE C	SQ FT	200	\$35.00	\$7,000.00	\$33.00	\$6,600.00	\$40.00	\$8,000.00	
122	2564.537	INSTALL SIGN TYPE C	EACH	4	\$175.00	\$700.00	\$155.00	\$620.00	\$200.00	\$800.00	
123	2571.502	DECIDUOUS TREE 2.5" CAL B&B	TREE	74	\$600.00	\$44,400.00	\$495.00	\$36,630.00	\$600.00	\$44,400.00	
124	2571.505	DECIDUOUS SHRUB NO 2 CONT	SHRUB	47	\$40.00	\$1,880.00	\$52.00	\$2,444.00	\$63.00	\$2,961.00	
125	2571.507	PERENNIAL NO 1 CONT	PLANT	360	\$20.00	\$7,200.00	\$19.00	\$6,840.00	\$23.00	\$8,280.00	
126	2573.502	SILT FENCE, TYPE MS	LIN FT	2200	\$2.00	\$4,400.00	\$1.95	\$4,290.00	\$2.00	\$4,400.00	
127	2573.505	FLOTATION SILT CURTAIN TYPE STILL WATER	LIN FT	290	\$15.00	\$4,350.00	\$14.30	\$4,147.00	\$22.00	\$6,380.00	
128	2573.530	STORM DRAIN INLET PROTECTION	EACH	43	\$75.00	\$7,525.00	\$250.00	\$10,750.00	\$300.00	\$12,900.00	
129	2573.533	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	830	\$6.00	\$4,980.00	\$2.35	\$1,950.50	\$4.00	\$3,320.00	
130	2573.560	CULVERT END CONTROLS	EACH	1	\$205.00	\$205.00	\$250.00	\$250.00	\$300.00	\$300.00	
131	2574.508	FERTILIZER TYPE 3	POUND	840	\$1.00	\$840.00	\$0.83	\$697.20	\$3.00	\$2,520.00	
132	2574.508	FERTILIZER TYPE 4	POUND	150	\$1.00	\$150.00	\$1.10	\$165.00	\$3.00	\$450.00	
133	2574.525	LOAM TOPSOIL BORROW	CU YD	68	\$50.00	\$3,400.00	\$50.80	\$3,454.40	\$50.00	\$3,400.00	
134	2574.575	SUBSOILING	ACRE	3.4	\$450.00	\$1,530.00	\$429.00	\$1,458.60	\$1.00	\$3.40	
135	2574.578	SOIL BED PREPARATION	ACRE	2.6	\$160.00	\$416.00	\$874.00	\$2,272.40	\$3,500.00	\$9,100.00	

BID TABULATION
TWIN LAKES PKWY PHASE III

NO.	ITEM NO.	ITEM	UNIT	QUANTITY	SRF		PARK		NEW LOOK	
					UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
136	2574.580	SOIL TRACKING	ACRE	0.8	\$180.00	\$144.00	\$773.00	\$618.40	\$2,600.00	\$2,080.00
137	2575.501	SEEDING	ACRE	3.4	\$200.00	\$680.00	\$1,250.00	\$4,250.00	\$1,300.00	\$4,420.00
138	2575.502	SEED MIXTURE 25-131	POUND	450	\$3.00	\$1,350.00	\$3.25	\$1,462.50	\$4.00	\$1,800.00
139	2575.502	SEED MIXTURE 33-261	POUND	40	\$26.00	\$1,040.00	\$23.50	\$940.00	\$40.00	\$1,600.00
140	2575.502	SEED MIXTURE 35-241	POUND	20	\$15.00	\$300.00	\$19.70	\$394.00	\$45.00	\$900.00
141	2575.505	SODDING TYPE LAWN	SQ YD	10	\$10.00	\$100.00	\$4.95	\$49.50	\$49.00	\$490.00
142	2575.505	SODDING TYPE SALT TOLERANT	SQ YD	2990	\$10.00	\$29,900.00	\$5.80	\$17,342.00	\$8.00	\$23,920.00
143	2575.511	MULCH MATERIAL TYPE 1	TON	10	\$160.00	\$1,600.00	\$350.00	\$3,500.00	\$250.00	\$2,500.00
144	2575.519	DISK ANCHORING	ACRE	1.2	\$70.00	\$84.00	\$225.00	\$270.00	\$1,650.00	\$1,980.00
145	2575.523	EROSION CONTROL BLANKETS CATEGORY 00	SQ YD	4050	\$1.75	\$7,087.50	\$1.75	\$7,087.50	\$3.00	\$12,150.00
146	2575.555	TURF ESTABLISHMENT	LS	1	\$8,000.00	\$8,000.00	\$4,750.00	\$4,750.00	\$3,300.00	\$3,300.00
147	2575.571	RAPID STABILIZATION METHOD 3	MGAL	20	\$350.00	\$7,000.00	\$325.00	\$6,500.00	\$600.00	\$12,000.00
148	2582.501	PAVT MSSG (LT ARROW) EPOXY	EACH	1	\$140.00	\$140.00	\$156.00	\$156.00	\$200.00	\$200.00
149	2582.501	PAVT MSSG (RT ARROW) EPOXY	EACH	1	\$140.00	\$140.00	\$156.00	\$156.00	\$200.00	\$200.00
150	2582.501	PAVT MSSG (THRU ARROW) EPOXY	EACH	1	\$150.00	\$150.00	\$156.00	\$156.00	\$300.00	\$300.00
151	2582.501	PAVT MSSG (YIELD) - EPOXY	EACH	1	\$400.00	\$400.00	\$498.00	\$498.00	\$300.00	\$300.00
152	2582.502	4" SOLID LINE WHITE-EPOXY	LIN FT	3700	\$0.40	\$1,480.00	\$0.50	\$1,850.00	\$1.00	\$3,700.00
153	2582.502	24" SOLID LINE WHITE-EPOXY	LIN FT	40	\$6.50	\$260.00	\$9.95	\$398.00	\$10.00	\$400.00
154	2582.502	24" DOTTED LINE WHITE - EPOXY (SPECIAL)	LIN FT	15	\$2.00	\$30.00	\$37.40	\$561.00	\$10.00	\$150.00
155	2582.502	4" SOLID LINE YELLOW-EPOXY	LIN FT	650	\$0.40	\$260.00	\$0.51	\$331.50	\$1.00	\$650.00
156	2582.502	12" SOLID LINE YELLOW-EPOXY	LIN FT	100	\$5.00	\$500.00	\$6.85	\$685.00	\$9.00	\$900.00
157	2582.502	4" DOUBLE SOLID LINE YELLOW-EPOXY	LIN FT	1150	\$0.80	\$920.00	\$1.00	\$1,150.00	\$2.00	\$2,300.00
158	2582.503	CROSSWALK MARKING-EPOXY	SQ FT	380	\$4.50	\$1,710.00	\$5.75	\$2,185.00	\$7.00	\$2,660.00
BID TOTAL						\$2,202,567.50	BID TOTAL		\$2,706,562.04	
							BID TOTAL		\$3,070,799.40	

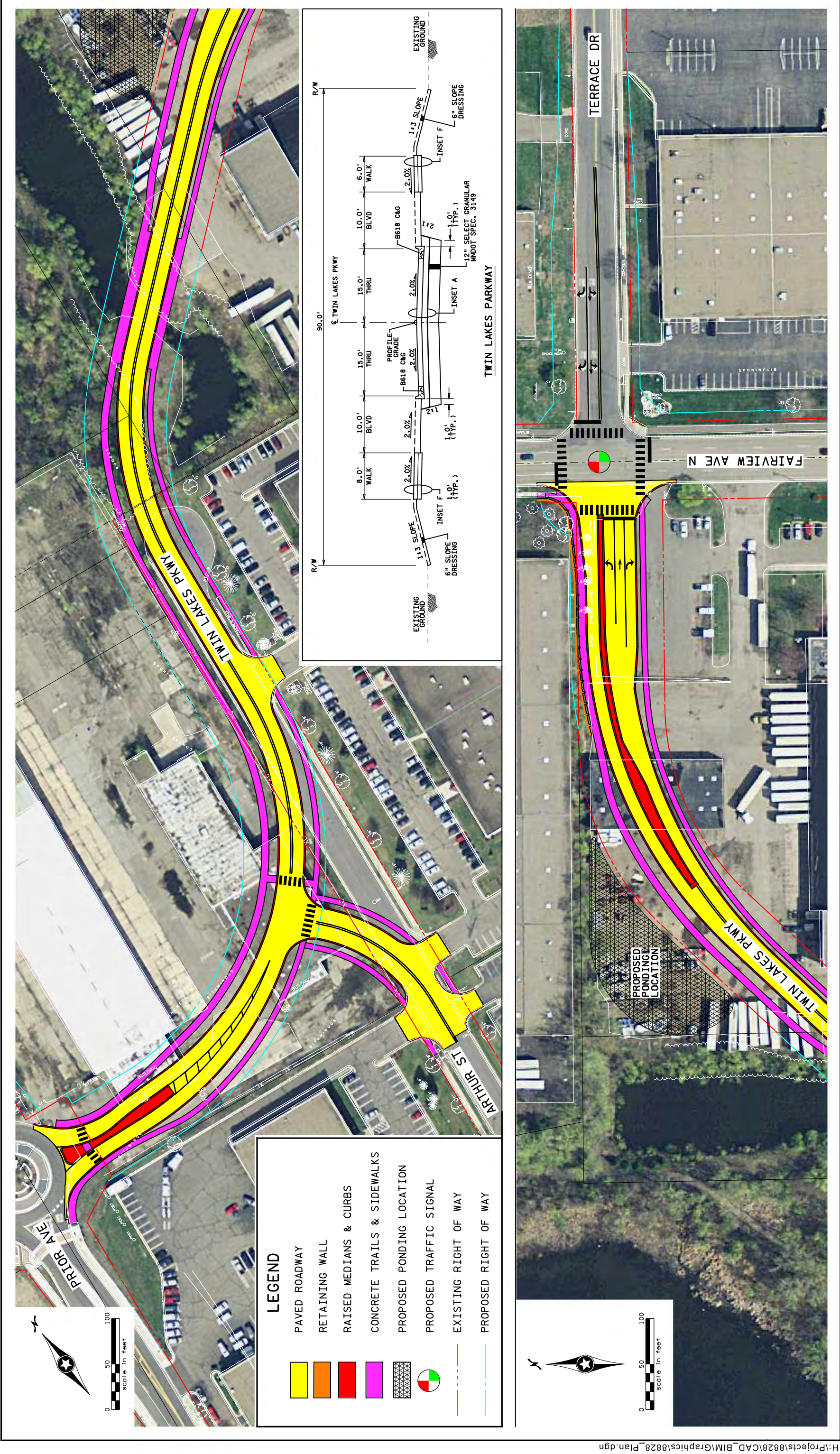


Figure 1

REQUEST FOR COUNCIL ACTION

Date: October 5, 2015
Item No.: 8.f

Department Approval



City Manager Approval



Item Description: Award a Construction Services Contract with SRF Consulting Group for
Twin Lakes Parkway Phase III

BACKGROUND

Earlier this year the City Council approved a design services contract to SRF Consulting Group, Inc. in the amount of \$136,994 for the completion of Twin Lakes Parkway to Fairview Ave. That contract did not include design services.

Staff has requested SRF Consulting Group to present a proposal for contract administration and construction inspection services for the construction of Twin Lakes Parkway Phase 3. SRF has presented a proposal with a cost of \$229,847 for these services.

The proposal and proposed contract are attached.

FINANCIAL IMPACTS

The cost of these services will be funded from TIF District 17 funds.

STAFF RECOMMENDATION

Staff recommends the Council award a professional services contract with SRF Consulting Group for construction services for the Twin Lakes Parkway Phase 3 project in the amount of \$229,847.

REQUESTED COUNCIL ACTION

Motion to award a professional services contract with SRF Consulting Group for construction services for the Twin Lakes Parkway Phase 3 project in the amount of \$229,847.

Prepared by: Marc Culver, Public Works Director
Attachments: A: Design Services Contract
B: Design Services Proposal

Standard Agreement for Professional Services

Standard Agreement for Professional Services Twin Lakes Parkway Phase 3 - Construction Services City Project Number 15-14

This Agreement ("Agreement") is made on the _____ day of October, 2015, between the City of Roseville, a municipal corporation (hereinafter "City"), and SRF Consulting Group Inc., a Corporation (hereinafter "Consultant").

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of consultants 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 Consultant.

The City and Consultant agree as follows:

1. **Scope of Work Proposal.** The Consultant 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 Scope shall include the Work Tasks as indicated within Exhibit "A". The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Consultant.
2. **Term.** The term of this Agreement shall be from October 5, 2015, through December 31st, 2016, the date of signature by the parties notwithstanding.
3. **Compensation for Services.** The City agrees to pay the Consultant \$229,847 as compensation for tasks performed as 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 Consultant 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 Consultant when required by the complex or specialized nature of the Work when authorized in writing by the City. The Consultant 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 Representative and Special Requirements:**
 - A. The City Engineer shall 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 and interpret and define the City's policies 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. The City may change the City's representative at any time by notifying the Consultant of such change in writing.
 - B. In the event that the City requires any special conditions or requirements relating to the Work and/or this Agreement, such special conditions and requirements are stated in Exhibit B

attached hereto. The parties agree that such special conditions and requirements are incorporated into and made a binding part of this Agreement and the Consultant agrees to perform the Work in accordance with, and that this Agreement shall be subject to, the conditions and requirements set forth in Exhibit B (none attached).

5. **Method of Payment.** The Consultant 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. For Work reimbursed on an hourly basis, the Consultant shall indicate for each employee, his or her name, job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due for each project task. For all other Work, the Consultant shall provide a description of the Work performed and the period to which the invoice applies. For reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an itemized listing and such documentation of such expenses as is reasonably required by the City. In addition to the foregoing, all invoices shall contain, if requested by the City, the City's project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement, and such other information as the City may from time to time reasonably require.
 - B. To receive any payment pursuant to this Agreement, the invoice must include the following statement dated and signed by the Consultant: "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 Consultant 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 Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services performed prior to the delivery upon the Consultant of the written notice from the City of such suspension.
 - B. The Consultant shall be reimbursed for services performed by any third party independent contractors and/or subcontractors only if the City has authorized the retention of and has agreed to pay such persons or entities pursuant to Section 3B above.
6. **Project Manager and Staffing.** The Consultant has designated Steve Miller and Mike Turner ("Project Contacts") 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 Consultant as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. The Consultant may not remove or replace the Project Contacts without the prior approval of the City.
7. **Standard of Care.** All Work performed by the Consultant 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 Consultant under this Agreement which the City requests to be kept confidential

shall not be made available by the Consultant to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Consultant 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 Consultant 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 Consultant.

9. **Termination.** This Agreement may be terminated at any time by the City, with or without cause, by delivering to the Consultant at the address of the Consultant set forth in Provision 26 below, a written notice at least ten (10) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the Consultant shall be paid for services rendered (and reimbursable expenses incurred if required to be paid by the City under this Agreement) by the Consultant through and until the date of termination so long as the Consultant is not in default under this Agreement. If the City terminates this Agreement because the Consultant is in default of its obligations under this Agreement, no further payment shall be payable or due to the Consultant following the delivery of the termination notice, and the City may, in addition to any other rights or remedies it may have at law or in equity, retain another consultant to undertake or complete the Work to be performed hereunder.
10. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. The Consultant shall promptly pay any subcontractor involved in the performance of this Agreement as required by the State Prompt Payment Act.
11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for Work done under this Agreement, and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Consultant further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act.
13. **Assignment.** The Consultant shall not assign this Agreement, nor its rights and/or obligations hereunder, without the prior written consent of the City.
14. **Services Not Provided For.** No claim for services furnished by the Consultant not specifically provided for herein shall be paid by the City.

15. **Compliance with Laws and Regulations.** The Consultant shall abide with all applicable federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work.

The Consultant 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 Consultant 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.

16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either parties ability to enforce a subsequent breach.

17. **Indemnification.** To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold the City, and its mayor, council members, officers, agents, employees and representatives harmless from and against all liability, claims, damages, costs, judgments, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from any act or omission of the Consultant, its officers, agents, employees, contractors and/or subcontractors or any other person or entity for whom the Consultant is legally liable pertaining to the execution, performance or failure to adequately perform the Work and/or its obligations under this Agreement.

18. **Insurance.**

A. General Liability. Prior to starting the Work and during the full term of this Agreement, the Consultant shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, and for damage to property, including loss of use, which may arise out of operations by the Consultant or by any subcontractor of the Consultant, or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Provision 18 or such greater coverages and amounts as are required by law. Except as otherwise stated below, the policies shall name the City as an additional insured for the Work provided under this Agreement and shall provide that the Consultant's coverage shall be primary and noncontributory in the event of a loss.

B. The Consultant shall procure and maintain the following minimum insurance coverages and limits of liability with respect to the Work:

Worker's Compensation: Statutory Limits Commercial

General Liability: \$1,000,000 per occurrence

\$1,000,000 general aggregate

\$1,000,000 products – completed operations
aggregate

\$5,000 medical
expense

Comprehensive Automobile
Liability:

\$1,000,000 combined single limit (shall
include coverage for all owned, hired and
non-owned vehicles.

C. The Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:

- (i) Personal injury with Employment Exclusion (if any) deleted;
- (ii) Broad Form Contractual Liability coverage; and
- (iii) Broad Form Property Damage coverage, including Completed Operations.

D. During the entire term of this Agreement, and for such period of time thereafter as is necessary to provide coverage until all relevant statutes of limitations pertaining to the Work have expired, and as long as coverage is commercially available and reasonably affordable, the Consultant shall procure, maintain and pay for professional liability insurance, satisfactory to the City, which insures the payment of damages for liability arising out of the performance of professional services for the City, in the insured's capacity as the Consultant, if such liability is caused by the negligent acts, errors, and omissions, of the insured or any person or organization for whom the insured is liable. Said policy shall provide an aggregate limit of at least \$2,000,000.00.

E. The Consultant shall maintain in effect all insurance coverages required under this Provision 18 at Consultant's sole expense and with insurance companies licensed to do business in the state in Minnesota and having 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:

- (i) All policies, except the Professional Liability Insurance Policy, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);
- (ii) All policies, except the Professional Liability Insurance Policy and the Worker's Compensation Policy, shall name "the City of Roseville" as an additional insured;
- (iii) All policies, except the Professional Liability Insurance Policy and the Worker's Compensation Policy, shall insure the defense and indemnify obligations assumed by Consultant under this Agreement; and
- (iv) All policies shall contain a provision that coverages afforded thereunder shall not be canceled, without thirty (30) days prior written notice to the City.

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

19. **Ownership of Documents.** All plans, diagrams, analysis, reports and information created and paid for by Consultant in the performance of its obligations under this Agreement (“Information”) are instruments of service in respect to Consultant’s services, shall become the property of the City, but the Consultant 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 Consultant for such use. The Consultant 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. Notwithstanding the above paragraph, work papers, proprietary information, processes, methodologies, know-how and software (“Engineering Data”) previously belonging or licensed to Engineer and used to perform Consulting’s Services shall remain the property of Consultant. Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse at the direction of the Consultant), whether or not the Project is completed. To the extent the services perform by Consultant contain Engineering Data, Consultant hereby grants to City a non-exclusive, non-assignable, royalty-free, irrevocable license to use such Engineering Data for the purposes set forth herein, subject to the following limitation: City acknowledges that such Engineering Data are not intended or represented to be suitable for use or reuse by City on extension of the Project or on any other project without written verification or adaptation by Consultant and such reuse or modification of the Engineering Data without the written verification or adaptation by Consultant shall be done at the City’s sole risk and without liability to Consultant.

20. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of 90 days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. The cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Roseville unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a Mediated Settlement Agreement, which Agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

21. **Annual Review.** Prior to January 1st of each year of this Agreement, the City shall have the right to conduct a review of the performance of the Work performed by the Consultant under this Agreement. The Consultant agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the parties shall, if requested by the City, meet and discuss the performance of the Consultant relative to the remaining Work to be performed by the Consultant under this Agreement.

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

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

24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
25. **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.
26. **Notices.** Any notice to be given by either party upon the other under this Agreement shall be properly given: a) if delivered personally to the City Manager if such notice is to be given to the City, or if delivered personally to an officer of the Consultant if such notice is to be given to the Consultant, b) if mailed to the other party by United States registered or certified mail, return receipt requested, postage prepaid, addressed in the manner set forth below, or c) if given to a nationally, recognized, reputable overnight courier for overnight delivery to the other party addressed as follows:

If to City: City of Roseville
 Roseville City Hall
 2660 Civic Center
 Drive Roseville,
 MN 55113 Attn:
 City Manager

If to Consultant: _____

Attn: _____

Notices shall be deemed effective on the date of receipt if given personally, on the date of deposit in the U.S. mails if mailed, or on the date of delivery to an overnight courier if so delivered; provided, however, if notice is given by deposit in the U.S. mails or delivery to an overnight courier, the time for response to any notice by the other party shall commence to run one business day after the date of mailing or delivery to the courier. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

27. **Entire Agreement.** Unless stated otherwise in this Provision 27, 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:

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

CITY OF ROSEVILLE

By: _____
Mayor

By: _____
City Manager

SRF Consulting Group, Inc.

By: _____

Its: _____

SRF Consulting Group, Inc.

Client: CITY OF ROSEVILLE
Project: Twin Lakes Parkway Phase 3, In-Construction Services

Work Tasks and Person-Hour Estimates



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Subconsultants:	
TASK NO.	SUMMARY OF TASKS
1.0	CONSTRUCTION STAKING
2.0	CONSTRUCTION OBSERVATION
3.0	CONTRACT ADMINISTRATION
4.0	FINAL INSPECTION AND ACCEPTANCE
5.0	AS BUILTS

Project Overview:

Proposal to provide Construction Services for the Twin Lakes Parkway Phase 3 Project between Prior Avenue and Fairview Avenue. Services include contract administration, construction observation and staking and as-built plan preparation.

SRF Consulting Group, Inc.

Client: CITY OF ROSEVILLE

Project: Twin Lakes Parkway Phase 3, In-Construction Services

Work Tasks and Person-Hour Estimates

**Schedule:**

2015: Time is included in 2015 for preconstruction meeting, utility coordination, shop drawing review and building demolition.

2016: Assume May 1 to August 1 construction = 66 days + 2 weeks before construction for project set up and meetings and 1 month after for project close-out.

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PR. TECH	TECHNICAL	CLERICAL	TOTALS	EST. FEE
1.0	CONSTRUCTION STAKING	0	16	0	0	330	330	0	676	\$80,828
	Assumptions: 66 days X 5 hours per day = 330 hours for survey crew plus 16 hours for office to prepare staking notes.									
	Establish control points									
	Construction limits									
	Right of way and easements									
	Limits for removals									
	Clearing and grubbing limits									
	Subgrade, select granular, aggregate base									
	Curb and gutter									
	Paving									
	walks and trails									
	landscaping									
	lighting									
	Gather survey information for as-built plans									
	SUBTOTAL - TASK 1	0	16	0	0	330	330	0	676	\$80,828
2.0	CONSTRUCTION OBSERVATION	20	0	0	0	175	780	0	975	\$104,740
	Assumptions: 2015: 10 days X 8 hours/day = 80 hours 2016: 66 days X 9 hours/day + 30 days X 4 hours/day = 715 hours for Observer. Principal technician 1/4 time to supervise observer.									
	Attend necessary coordination meetings									
	Coordinate survey staking									
	Observe contractors operations									
	document in daily field diary									
	document with project photos									
	temporary and permanent erosion control									
	traffic control									
	Measure and document pay items									
	measure according to Contract administration manual									
	record in the item record account									
	enter into partial estimates									
	Coordinate and schedule materials testing									
	schedule field testing									
	contact independent assurance									

SRF Consulting Group, Inc.

Client: CITY OF ROSEVILLE

Project: Twin Lakes Parkway Phase 3, In-Construction Services

Work Tasks and Person-Hour Estimates**Schedule:**

2015: Time is included in 2015 for preconstruction meeting, utility coordination, shop drawing review and building demolition.

2016: Assume May 1 to August 1 construction = 66 days + 2 weeks before construction for project set up and meetings and 1 month after for project close-out.

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR_ASSOC.	ASSOCIATE	SR_PROF.	PR_TECH	TECHNICAL	CLERICAL	TOTALS	EST. FEE
	monitor field testing for compliance with project requirements									
	Final Documentation									
	Pay items									
	material certification									
	contract time									
	Document changes for as-built plan preparation									
	SUBTOTAL - TASK 2	20	0	0	0	175	780	0	975	\$104,740
3.0	CONTRACT ADMINISTRATION									
	Assumptions:									
	Project Engineer - 10hours/week for 19 weeks = 190 hours	20	80	0	180	0	0	10	300	\$33,000
	Conduct Preconstruction conference									
	Maintain a complete and accurate record of activities and events relating to the project.									
	Phone logs									
	Record of meeting									
	Correspondence									
	Project time									
	log of shop drawings and other submittals									
	Prepare monthly pay voucher									
	check Item Record Account entries									
	Contract document interpretation and modifications									
	Provide contract document interpretations to the construction Contractor									
	Analyze possible extra work (make recommendations to the Cities Project Manager)									
	Negotiate prices with the Construction Contractor									
	Maintain accurate records of Force account work									
	Prepare work orders, change orders, and supplemental agreements									
	Monitor construction contractors compliance with the Project schedule									
	Monitor applicable permit requirements									
	Conduct weekly meetings (if necessary)									
	Conduct and document field reviews of maintenance of traffic operations									
	Provide public affairs information and assistance									
	SUBTOTAL - TASK 3	20	80	0	190	0	0	10	300	\$33,000

SRF Consulting Group, Inc.

Client: CITY OF ROSEVILLE

Project: Twin Lakes Parkway Phase 3, In-Construction Services

Work Tasks and Person-Hour Estimates



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Schedule:

2015: Time is included in 2015 for preconstruction meeting, utility coordination, shop drawing review and building demolition.

2016: Assume May 1 to August 1 construction = 66 days + 2 weeks before construction for project set up and meetings and 1 month after for project close-out.

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PR. TECH	TECHNICAL	CLERICAL	TOTALS	EST. FEE
4.0	FINAL INSPECTION AND ACCEPTANCE	0	2	0	8	8	0	1	19	\$2,192
4.1	perform final inspection									
4.2	prepare final punch-list									
4.3	prepare final inspection letter									
4.4	recommend final acceptance									
4.5	prepare final pay voucher									
	SUBTOTAL - TASK 4	0	2	0	8	8	0	1	19	\$2,192
5.0	AS BUILT	0	1	0	1	0	20	0	22	\$2,193
	Assumptions:									
	As built media is assumed to be one signed plan set on bond paper and pdf format on disc.									
	Provide design files in CAD format to City.									
	Cost of Mylar printing is not included.									
	SUBTOTAL - TASK 5	0	1	0	1	0	20	0	22	\$2,193
	TOTAL ESTIMATED PERSON-HOURS	40	99	0	198	513	1130	11	1992	
	AVERAGE HOURLY BILLING RATES	\$190	\$143	\$118	\$90	\$140	\$98	\$66		
	ESTIMATED LABOR AND OVERHEAD	\$7,600	\$14,157	\$0	\$17,910	\$71,820	\$110,740	\$726		
	ESTIMATED DIRECT NON-SALARY EXPENSES									\$222,953
	TOTAL ESTIMATED FEE									\$6,894
										\$229,847

SRF Consulting Group, Inc.

Client: CITY OF ROSEVILLE

Project: Twin Lakes Parkway Phase 3, In-Construction Services

Work Tasks and Person-Hour Estimates

Consulting Group, Inc.
P15769**Schedule:****2015:** Time is included in 2015 for preconstruction meeting, utility coordination, shop drawing review and building demolition.**2016:** Assume May 1 to August 1 construction = 66 days + 2 weeks before construction for project set up and meetings and 1 month after for project close-out.

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR ASSOC.	ASSOCIATE	SR PROJ	PR TECH	TECHNICAL	CLERICAL	TOTALS	EST. FEE
ESTIMATE OF DIRECT NON-SALARY EXPENSES:										
	MILEAGE: 150 trips x 55 miles									
	REPRODUCTION:									
		Personal Vehicles		8250	Miles @	\$0.575				\$4,744
		Copy Duplication		1000	Copies @	\$0.10				\$100
		Color Copies		0	Copies @	\$0.35				\$0
		Bond Prints		150	Prints @	\$6.00				\$900
		Mylar Prints		0	Prints @	\$12.00				\$0
				0	Copies @	\$1.00				\$0
		Survey supplies								\$150
		Mail, Express, Etc.								\$900
										\$100
										\$0
										\$0
										\$6,894

SUMMARY OF COSTS:

1.0	CONSTRUCTION STAKING	PRINCIPAL	SR ASSOC.	ASSOCIATE	SR PROJ	PROJ	TECHNICAL	CLERICAL	TOTALS
		\$	\$	\$	\$	\$	\$	\$	\$
2.0	CONSTRUCTION OBSERVATION	3,800	2,288			46,200	32,340		80,828
3.0	CONTRACT ADMINISTRATION	3,800				24,500	76,440		104,740
4.0	FINAL INSPECTION AND ACCEPTANCE		11,440		17,100			660	33,000
5.0	AS BUILT		286		720	1,120		86	2,192
			143		90		1,960		2,193
									\$222,953



September 28, 2015

Mr. Marcus Culver, PE
Public Works Director
CITY OF ROSEVILLE
2660 Civic Center Drive
PO Box 510
Roseville, MN 55113-1899

SUBJECT: PROPOSAL FOR PROFESSIONAL SERVICES FOR TWIN LAKES PARKWAY PHASE III
IN-CONSTRUCTION SERVICES, PRIOR AVENUE TO FAIRVIEW AVENUE

Dear Mr. Culver:

Based on your request, we are pleased to submit this proposal to provide construction services for Twin Lakes Parkway Phase III between Prior Avenue and Fairview Avenue. Our services for this project will include contract administration, observation, construction surveying, and as-built plan preparation. We understand that the City will contract separately with a construction testing firm to provide material testing for the project.

PROJECT UNDERSTANDING

The project will construct an urban section roadway along the Twin Lake Parkway alignment between Prior Avenue and Fairview Avenue. SRF Consulting Group, Inc. will be responsible for Contractor oversight/observation of removals, grading, drainage, storm sewer, city utilities and stabilization. We understand that this project will use local funding and will require a standard level of detail and accuracy in quantity documentation and construction observation.

We, at SRF, understand that in order to complete a successful project, the correct team of professionals must be available to complete all project tasks. We will plan to staff this project with inspectors and testers that have relevant levels of technical certifications, and are familiar with industry standard inspection procedures and the MnDOT State Aid for Local Transportation Schedule of Materials Control.

With SRF completing the design for this project, we have detailed knowledge of the project. The Engineer of Record will be available to help our field staff with questions during construction. Resumes of project personnel can be provided at your request.

www.srfconsulting.com

One Carlson Parkway North, Suite 150 | Minneapolis, MN 55447-4443 | 763.475.0010 Fax: 763.475.2429

An Equal Opportunity Employer

SCOPE OF SERVICES

We propose to carry out the work as described in the attached detailed Work Task and Person Hour Estimate and will generally include the following tasks:

Construction Administration:

- Coordinate and facilitate preconstruction conference.
- Review the Contractor's progress schedule.
- Prepare periodic payment request forms.
- Prepare documentation to ensure the construction process is completed as required.
- Review the Contractor's submittals.
- Immediately inform the City's project representative of any changes during the construction process.

Construction Observation:

- Perform observations of the construction activities of the Contractor for compliance with the project requirements.
- Maintain a daily diary of observations and photograph the Contractor's operations.
- Perform field measurements and computations for pay quantities.
- Schedule and coordinate staking and materials testing.
- Perform final inspection of the project and prepare the final punch list.

Construction Survey:

- Establish control points.
- Place construction limit stakes.
- Roadway grade stakes throughout construction.
- Gather survey information for as-built plans.

As-Built Plans:

- Document plan changes during construction.
- Complete survey data upon completion of the project.
- Compile survey data and plan changes into an as-built plan set of the project.
- Submit completed as-built plan to the City.

ASSUMPTIONS

In preparing this scope of work for in-construction services, we have made the following assumptions:

- The City will provide a project representative to be a primary contact regarding the project.
- Bituminous and concrete plant inspections will be completed by MnDOT.
- City of Roseville will contract for material testing separately to meet the anticipated schedule.

SCHEDULE

We will complete this work within a mutually agreed-upon time schedule. Although building demolition and utility relocation will be performed in 2015, we anticipate that the roadway Contractor will begin work approximately May 1, 2016, and complete the project by August 1, 2016, consistent with the project specifications. While the project is expected to be completed by August 1, 2016, we anticipate the punch list work by the Contractor to be complete by September 1, 2016.

BASIS OF PAYMENT/BUDGET

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses, such as printing, supplies, reproduction, etc., will be billed at cost, and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 30 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be \$229,847, which includes both time and expenses.

CHANGES IN THE SCOPE OF SERVICES

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

STANDARD TERMS AND CONDITIONS

The attached Standard Terms and Conditions (Attachment A), together with this proposal for professional services, constitute the entire agreement between the Client and SRF Consulting Group, Inc. and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

Mr. Marcus Culver, PE
City of Roseville

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September 28, 2015

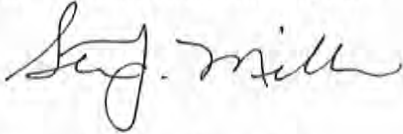
ACCEPTANCE/NOTICE TO PROCEED

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is SMiller@SRFConsulting.com.

We sincerely appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Steven J. Miller, PE (MN)
Senior Associate



Michael R. Turner, PE (MN SD TX)
Principal

SJM/MRT/jal

Attachments: Attachment A – Standard Terms and Conditions
Work Task and Person Hour Estimate

APPROVED:

CITY OF ROSEVILLE

(signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

SRF P15769

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty (30) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

- a. To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.
- b. To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless SRF, their officers, directors and employees against all damages, liabilities or costs to the extent caused by the CLIENT's negligent acts under this Agreement and anyone for whom the CLIENT is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

If negotiation in good faith fails to resolve a dispute within the thirty (30) days of notice of the dispute, or time period specified by applicable law, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

16. CONTROLLING LAW

This Agreement is to be governed by the law of the principal place of business of SRF.

17. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.

SRF Consulting Group, Inc.

Client: CITY OF ROSEVILLE

Project: Twin Lakes Parkway Phase 3, In-Construction Services

Work Tasks and Person-Hour Estimates



P15769

Subconsultants:

TASK NO. SUMMARY OF TASKS

1.0	CONSTRUCTION STAKING
2.0	CONSTRUCTION OBSERVATION
3.0	CONTRACT ADMINISTRATION
4.0	FINAL INSPECTION AND ACCEPTANCE
5.0	AS BUILTS

Project Overview:

Proposal to provide Construction Services for the Twin Lakes Parkway Phase 3 Project between Prior Avenue and Fairview Avenue. Services include contract administration, construction observation and staking and as-built plan preparation.

SRF Consulting Group, Inc.

Client: CITY OF ROSEVILLE

Project: Twin Lakes Parkway Phase 3, In-Construction Services

Work Tasks and Person-Hour Estimates



P15769

Schedule:

2015: Time is included in 2015 for preconstruction meeting, utility coordination, shop drawing review and building demolition.

2016: Assume May 1 to August 1 construction = 66 days + 2 weeks before construction for project set up and meetings and 1 month after for project close-out.

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PR. TECH	TECHNICAL	CLERICAL	TOTALS	EST. FEE
1.0	CONSTRUCTION STAKING	0	16	0	0	330	330	0	676	\$80,828
	Assumptions:									
	66 days X 5 hours per day = 330 hours for survey crew plus 16 hours for office to prepare staking notes.									
	Establish control points									
	Construction limits									
	Right of way and easements									
	Limits for removals									
	Clearing and grubbing limits									
	Subgrade, select granular, aggregate base									
	Curb and gutter									
	Paving									
	walks and trails									
	landscaping									
	lighting									
	Gather survey information for as-built plans									
	SUBTOTAL - TASK 1	0	16	0	0	330	330	0	676	\$80,828
2.0	CONSTRUCTION OBSERVATION	20	0	0	0	175	780	0	975	\$104,740
	Assumptions:									
	2015: 10 days X 8 hours/day = 80 hours									
	2016: 66 days X 3 hours/day + 30 days X 4 hours/day = 714 hours for Observer. Principal technician 1/4 time to supervise observer.									
	Attend necessary coordination meetings									
	Coordinate survey staking									
	Observe contractors operations									
	document in daily field diary									
	document with project photos									
	temporary and permanent erosion control									
	traffic control									
	Measure and document pay items									
	measure according to Contract administration manual									
	record in the item record account									
	enter into partial estimates									
	Coordinate and schedule materials testing									
	schedule field testing									
	contact independent assurance									

SRF Consulting Group, Inc.

Client:

CITY OF ROSEVILLE

Project:

Twin Lakes Parkway Phase 3, In-Construction Services

Work Tasks and Person-Hour Estimates

Consulting Group, Inc.

P15769

Schedule:

2015: Time is included in 2015 for preconstruction meeting, utility coordination, shop drawing review and building demolition.

2016: Assume May 1 to August 1 construction = 66 days + 2 weeks before construction for project set up and meetings and 1 month after for project close-out.

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PR. TECH	TECHNICAL	CLERICAL	TOTALS	EST. FEE
	monitor field testing for compliance with project requirements									
	Final Documentation									
	Pay items									
	material certification									
	contract time									
	Document changes for as-built plan preparation									
	SUBTOTAL - TASK 2	20	0	0	0	175	780	0	975	\$104,740
3.0	CONTRACT ADMINISTRATION									
	Assumptions:									
	Project Engineer - 10hours/week for 19 weeks = 190 hours	20	80	0	190	0	0	10	300	\$33,000
	Conduct Preconstruction conference									
	Maintain a complete and accurate record of activities and events relating to the project.									
	Phone logs									
	Record of meeting									
	Correspondence									
	Project time									
	log of shop drawings and other submittals									
	Prepare monthly pay voucher									
	check item Record Account entries									
	Contract document interpretation and modifications									
	Provide contract document interpretations to the construction Contractor									
	Analyze possible extra work (make recommendations to the Cities Project Manager)									
	Negotiate prices with the Construction Contractor									
	Maintain accurate records of Force account work									
	Prepare work orders, change orders, and supplemental agreements									
	Monitor construction contractors compliance with the Project schedule									
	Monitor applicable permit requirements									
	Conduct weekly meetings (if necessary)									
	Conduct and document field reviews of maintenance of traffic operations									
	Provide public affairs information and assistance									
	SUBTOTAL - TASK 3	20	80	0	190	0	0	10	300	\$33,000

SRF Consulting Group, Inc.

Client: CITY OF ROSEVILLE

Project: Twin Lakes Parkway Phase 3, In-Construction Services

Work Tasks and Person-Hour Estimates

P15769

Schedule:

2015: Time is included in 2015 for preconstruction meeting, utility coordination, shop drawing review and building demolition.

2016: Assume May 1 to August 1 construction = 66 days + 2 weeks before construction for project set up and meetings and 1 month after for project close-out.

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PR. TECH	TECHNICAL	CLERICAL	TOTALS	EST. FEE
4.0	FINAL INSPECTION AND ACCEPTANCE	0	2	0	8	8	0	1	19	\$2,192
4.1	perform final inspection									
4.2	prepare final punch-list									
4.3	prepare final inspection letter									
4.4	recommend final acceptance									
4.5	prepare final pay voucher									
	SUBTOTAL - TASK 4	0	2	0	8	8	0	1	19	\$2,192
5.0	AS BUILT	0	1	0	1	0	20	0	22	\$2,193
	Assumptions:									
	As built media is assumed to be one signed plan set on bond paper and pdf format on disc.									
	Provide design files in CAD format to City.									
	Cost of Mylar printing is not included.									
	SUBTOTAL - TASK 5	0	1	0	1	0	20	0	22	\$2,193
	TOTAL ESTIMATED PERSON-HOURS	40	99	0	199	513	1130	11	1992	
	AVERAGE HOURLY BILLING RATES	\$190	\$143	\$118	\$90	\$140	\$98	\$66		
	ESTIMATED LABOR AND OVERHEAD	\$7,600	\$14,157	\$0	\$17,910	\$71,820	\$110,740	\$726		
	ESTIMATED DIRECT NON-SALARY EXPENSES									\$222,953
	TOTAL ESTIMATED FEE									\$6,894
										\$229,847

SRF Consulting Group, Inc.

Client: CITY OF ROSEVILLE

Project: Twin Lakes Parkway Phase 3, In-Construction Services

Work Tasks and Person-Hour Estimates



Schedule:

2015: Time is included in 2015 for preconstruction meeting, utility coordination, shop drawing review and building demolition.

2016: Assume May 1 to August 1 construction = 66 days + 2 weeks before construction for project set up and meetings and 1 month after for project close-out.

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PR. TECH	TECHNICAL	CLERICAL	TOTALS	EST. FEE
ESTIMATE OF DIRECT NON-SALARY EXPENSES:										
	MILEAGE: 150 trips x 55 miles									
	REPRODUCTION:									
		Personal Vehicles		8250	Miles @	\$0.575				\$4,744
		Copy Duplication		1000	Copies @	\$0.10				\$100
		Color Copies		0	Copies @	\$0.35				\$0
		Bond Prints		150	Prints @	\$6.00				\$900
		Mylar Prints		0	Prints @	\$12.00				\$0
				0	Copies @	\$1.00				\$0
		Survey supplies								\$150
		Mail, Express, Etc.								\$900
										\$100
										\$0
										\$0
										\$6,894
SUBCONSULTANTS:										
	ESTIMATED DIRECT NON-SALARY EXPENSES									
SUMMARY OF COSTS:										
1.0	CONSTRUCTION STAKING	\$ -	\$ 2,288	\$ -	\$ -	\$ 46,200	\$ 32,340	\$ -	\$ 80,828	
2.0	CONSTRUCTION OBSERVATION	\$ 3,800	\$ -	\$ -	\$ -	\$ 24,500	\$ 76,440	\$ -	\$ 104,740	
3.0	CONTRACT ADMINISTRATION	\$ 3,800	\$ 11,440	\$ -	\$ 17,400	\$ -	\$ -	\$ 660	\$ 33,000	
4.0	FINAL INSPECTION AND ACCEPTANCE	\$ -	\$ 286	\$ -	\$ 720	\$ 1,120	\$ -	\$ 86	\$ 2,192	
5.0	AS BUILT	\$ -	\$ 143	\$ -	\$ 90	\$ -	\$ 1,960	\$ -	\$ 2,193	
										\$222,953

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 10/5/15
Item No.: 8.g

Department Approval



City Manager Approval



Item Description: Approve Terms of 2015-2017 IAFF Firefighters Contract

BACKGROUND

The City of Roseville now has four collective bargaining units, the Police Sergeants - Teamsters; Police - LELS; Maintenance Workers - IUOE Local 49, and now the Fulltime Firefighters - IAFF. The Firefighters are the first unit to settle beyond 2015 and this is their first contract.

There are 6 employees in the Fire bargaining unit. They perform a variety of fire and medical response duties for the City. The City and the union have been negotiating since certification of the unit on June 3rd of 2015 and the contract terms will be implemented upon ratification of this contract.

The City and union reviewed and compared 11 other fire department contracts in the metro area to negotiate this contract, as well as making internal comparisons. The Council has approved a preliminary budget for 2016 with an increase of 2% for non-union employee wages.

City staff and union members from IAFF have met and found common ground for a settlement on a contract that spans a little over two years. The settlement terms meet the parameters and budget set by Council in closed session and during budget discussions. The membership has voted to accept the contract terms with implementation upon City Council approval and effective upon ratification. The following are the agreement terms:

1. CONTRACT DURATION:

- Term of slightly more than 2 years from ratification - 12/31/17

2. WAGES:

- Starting wage of \$19.36 effective 6/3/15 for fulltime Firefighters and \$20.52 for the Firefighter/Inspector.
- 2% increase to wages effective 1/1/16 for all classifications.
- 2% increase to wages effective 1/1/17 for all classifications.

3. INSURANCE:

- Same as City Council has provided to all other City staff.

4. WORK SCHEDULES:

- The normal work schedule will be for twenty four (24) hour duty shifts with 212 hours per 28 day work cycle. Any pre-approved hours over 212 hours in the established 28 day FLSA cycle shall be compensated at one and one half (1 ½) the employee's regular rate of pay.

5. COMPENSATORY TIME:

- Compensatory time may be accrued up to a maximum of seventy two (72) hours, in lieu of any overtime earned under the provisions of this contract (including holidays).

6. CALL BACK TIME:

- An employee who is called to duty during the employee's scheduled off-duty time for emergency purposes shall be compensated at one and one-half (1 ½) times the employee's regular rate of pay. A minimum of two (2) hours shall be granted for a call back. An extension or early report to a regularly scheduled shift for duty does not qualify as call back.

7. WORKING OUT OF CLASSIFICATION:

- Employees assigned by the Employer to assume the full responsibility and authority of a higher classification shall be compensated at an additional two dollars and fifty five cents (\$2.55) per hour above the employee's existing wage for all hours worked until such a time when a shift commander job classification is established. At such time, the employee assigned to work out of class shall receive the base entry rate for the job classification assigned.

8. UNIFORMS:

- Employer will supply all uniform and equipment.

9. PAID TIME OFF (PTO):

- Upon ratification, employees (in recognition of working a 24 hour shift / 2912 hours annually) shall accrue PTO according to the following schedule.

<u>Years of Service</u>	<u>Annual Accrual Rates</u>	<u>Bi-Wkly Accrual Hrs</u>
0 - 4 Years	201 hours	7.75 hours
5 - 14 Years	258 hours	9.91 hours
15 or more Years	314 hours	12.06 hours

10. HOLIDAYS:

- Twenty four (24) hour shift scheduled employees assigned to work 2912 hours annually will receive a bank of two hundred (200) holiday hours each calendar year to be used at the discretion of the employee with the approval of the supervisor.
- An employee who works a shift during a holiday will receive pay at their regular rate for all hours worked on the holiday. Unused holidays from the previous year shall be forfeited on the first of January each year.

81 **11. LONGEVITY PAY:**

82 ➤ Longevity pay shall be provided as follows:

83 <u>Years of Service</u>	<u>Percent of Base Salary</u>
84 After 5 Years	1%
85 After 10 Years	3%
86 After 15 Years	5%
87 After 20 Years	6%

88 **POLICY OBJECTIVE**

89 Each year the City budgets wage and benefit adjustments for all employees. The adjustments
90 stem from the best information known or anticipated from the metro labor market, labor
91 settlements and consumer price indexing.

92
93 The City's compensation policy objectives include:

94
95 Internal Equity - maintaining a compensation and benefit package that is as consistent as
96 possible between the City's four union and two non-union groups.

97
98 External Equity- maintaining compensation and benefits packages that are equivalent to
99 comparable cities for comparable positions.

100 **BUDGET IMPLICATIONS**

101 The personnel services funds in the 2015 and proposed 2016 budget will cover the cost of the
102 proposed collective bargaining agreement for 2015 and 2016. Council will need to provide
103 adequate funding for the subsequent year.

104 **STAFF RECOMMENDATION**

105 Staff recommends approval of the 2015 -2017 IAFF contract terms.

106 **REQUESTED COUNCIL ACTION**

107 Motion to approve the proposed terms and conditions of the 2015-2017 collective bargaining
108 agreement with the IAFF and direct City staff to prepare the necessary documents for execution,
109 subject to City Attorney approval.

Prepared by: Prepared by: Eldona Bacon, Human Resources Manager (651) 792-7025

REQUEST FOR COUNCIL ACTION

Date: October 5, 2015
Item No.: 8.h

Department Approval



City Manager Approval



Item Description: **Owasso Ballfields Purchase Agreement**

BACKGROUND

At its June 10, 2015 meeting, the City Council met in Closed Session to discuss potentially purchasing a portion of the former Owasso School property (currently occupied by the Owasso Ballfields). Staff was directed to negotiate a purchase agreement for this property.

Staff has been negotiating with United Properties on this purchase. United Properties has been selected by the Roseville Area Schools District 623 as the developer for the former Owasso School property.

The staff level negotiations have been completed and the City Attorney has been working with the developer's attorney to create the draft purchase/sale agreement and access/parking easement agreement (Attachments B and C). United Properties has indicated that it agrees with the terms of these draft agreements.

Some of the key business points of the proposed agreements include the following:

- The purchase price will be \$875,000, with \$50,000 in earnest money due upon execution of the agreement and applied to the purchase price at the future closing. At closing, an additional \$125,000 will be required for the purchase. The City will also have additional transaction costs related to closing.
- The 0.3 acre parcel the City owns on Lexington Ave. will be deeded over to United Properties with the City able to negotiate rights to reserve access to serve surrounding properties within 30 days of the effective date of the agreement.
- \$350,000 of the purchase price will be deducted from the purchase price and given as a credit to United Properties in lieu of payment of future park dedication fees of 100 units for its development on a portion of the Owasso land (Applewood Pointe).
- \$350,000 of the purchase price will be deducted from the purchase price and given as a credit to United Properties in lieu of payment of future park dedication fees of 100 units for its development at Lexington and Woodhill (Cherrywood Pointe).
- The typical contingencies such as title, environmental, and survey review are included in the agreement.
- United Properties will construct and maintain 60 parking spaces on its land for use by the visitors to the Owasso ball fields.
- The City will only lose the right to use the parking area if the City land is no longer used as a park (such as if the City sold the parcel to a developer). However, the City will

retain an access easement to Victoria Street to serve the City's parcel so that it can't become landlocked.

- The parking area shall be installed upon the completion of United Properties' Applewood Pointe project (anticipated by September 1, 2017) or if the project is not built, no later than December 31, 2018.
- United Properties will provide a temporary parking area before development begins as well as during construction on the site.
- While there is no specific closing date, it is expected to occur sometime in November and soon after United Properties purchases the property from the Roseville School District and satisfies any additional contingencies, such as platting the property. The City has indicated it will assist in facilitating a prompt closing.

POLICY OBJECTIVE

The purchase of this property will protect the Owasso Ballfields site for Park and Recreation use into the future.

BUDGET IMPLICATIONS

It is anticipated that the funds to purchase the property will be coming out of Park Dedication funds, not the General Fund.

Staff time, consultant time, and the City Attorney will be necessary to prepare, review and process the documents for the transaction which would also likely come from the Park Dedication fund, not the General Fund.

The sale of the 0.3 acre lot on Lexington Avenue as part of this transaction will represent an asset that could have provided financial benefit to the General Fund, if sold in the future.

At present, the site represents an operating expense since it requires ongoing mowing services. These ongoing costs have recently been incurred by the Housing and Redevelopment Authority (HRA).

STAFF RECOMMENDATION

Staff recommends the approval of the attached resolution that will authorize taking all actions necessary to enter into the purchase agreement with United Properties for the purchase of the Owasso Ballfields site and performance of the actions necessary to meet the City's obligations.

REQUESTED COUNCIL ACTION

Offer a motion to approve the attached Resolution authorizing entering into the purchase agreement with United Properties for the purchase of the Owasso Ballfields site and performance of the actions necessary to meet the City's obligations identified in the executed purchase agreement.

Prepared by: Paul Bilotta, Community Development Director

Attachments: A: Resolution Approving the Purchase of Certain Land in the City of Roseville

B: Draft Purchase/Sale Agreement

C: Draft Access and Parking Easement Agreement

D: Former Owasso School Site Plan

E: Location of Lexington Lot

**EXTRACT OF MINUTES OF MEETING
OF THE
CITY COUNCIL OF THE CITY OF ROSEVILLE**

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 5th day of October, 2015, at 6:00 p.m.

The following members were present: , , , and Mayor .
and the following were absent: .

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

**RESOLUTION APPROVING THE PURCHASE/SALE OF CERTAIN LAND BY THE
CITY OF ROSEVILLE**

WHEREAS, the Roseville Area Schools District 623 (“School District”) owns certain land that includes the Owasso Ballfields (“Ballfields Site”) site located on Victoria Street between Woodhill Drive and County Road C; and

WHEREAS, United Properties Residential, LLC, a Minnesota limited liability company (“Seller”) has entered into a purchase agreement with the School District for purchase of this land; and

WHEREAS, the City of Roseville (“City”) owns a parcel of land at 2668 Lexington Avenue North (“Lexington Parcel”); and

WHEREAS, the City has determined that it should transfer ownership of the Lexington Parcel to the Seller as partial financial consideration for this transaction; and

WHEREAS, the City has determined that it should acquire the Ballfields Site pursuant to a Purchase Agreement between the City and the Seller in substantially the form presented; and

WHEREAS, the City and the Seller have agreed to a long term Access and Parking Easement Agreement for the Ballfields Site.

NOW, THEREFORE, BE IT RESOLVED, that the City Council (“Council”) of the City of Roseville, Minnesota as follows:

1. The Council approves the Purchase/Sale Agreement and the Access and Parking Easement Agreement providing for the purchase of the Ballfields Site, ongoing parking and access to the site and sale of the Lexington Parcel by the City. Approval of these agreements is

subject to modifications that do not alter the substance of the transaction and that are approved by the City Attorney, provided that execution of the Purchase/Sale Agreement and the Access and Parking Easement Agreement shall be conclusive evidence of approval.

2. City staff and officials are authorized to take all actions necessary to perform the City's obligations under the Purchase/Sale Agreement and the Access and Parking Easement Agreement as a whole, including without limitation making payments for the property purchase, consultants and closing costs outlined in the agreements and execution of any documents necessary to execute these agreements.

The motion for the adoption of the foregoing resolution was duly seconded by Member , and upon a vote being taken thereon, the following voted in favor thereof: , , , and Mayor . and the following voted against the same: .

WHEREUPON said resolution was declared duly passed and adopted.

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STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the day of, , 20 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this day of , 20

SEAL

Patrick Trudgeon, City Manager

PURCHASE/SALE AGREEMENT

THIS PURCHASE/SALE AGREEMENT (the “**Agreement**”) is made and entered into as of the ____ day of _____, 2015 (which shall be the reference date only of this Agreement) by and between UNITED PROPERTIES RESIDENTIAL LLC, a Minnesota limited liability company (“**Seller**”) and the CITY OF ROSEVILLE, a Minnesota municipal corporation (“**Purchaser**”).

RECITALS

A. Pursuant to the terms and conditions of a Purchase/Sale Agreement between Seller and Roseville Area Schools Independent School District No. 623 (the “**School District Agreement**”) with an effective date of March 11, 2015, Seller is to become the owner of certain real property located on Victoria Road North, in the City of Roseville (“**City**”), County of Ramsey and State of Minnesota, including an approximate 4.38 acre parcel of real property which is legally described on the attached **Exhibit A** (the “**Land**”) and which is the subject matter of this Agreement.

B. Seller desires to sell the Land and any and all improvements located thereon to Purchaser, and Purchaser desires to purchase such Land and improvements pursuant to the terms and conditions provided in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the following terms and conditions, the parties agree as follows:

1. **SALE AND PURCHASE.** Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, upon the terms and conditions set forth below, the following:
 - a. Fee simple title to the Land together with improvements, if any, constructed on the Land (the “**Improvements**”); and
 - b. Full-size copies or originals, as determined by Seller, of all site plans; surveys, including AutoCAD drawings of the ALTA/ACSM survey and topographical survey of the Property; soil studies; engineering plans or reports; environmental reports, including any Phase I or Phase II inspection report; vendor or building service contracts; roof or other equipment warranties; and other intangible personal property, if any, in Seller’s possession created or used in connection with the management, maintenance or operation of the Land (collectively, the “**Seller Reports**”).
 - c. An access and parking easement in form and content as depicted on **Exhibit B** attached hereto (the “**Access and Parking Easement Agreement**”) on the Parking Easement Area, as defined in **Exhibit B** and subject to the limitations, terms and conditions as set forth in the Access and Parking Easement Agreement.
 - d. All items described in subsections 1 a., 1 b., and 1 c. above are collectively referred to in this Agreement as the “**Property**”.

2. **PURCHASE PRICE.**

a. The total purchase price to be paid by Purchaser to Seller for the Property (the “**Purchase Price**”) shall be as follows:

- (i) The sum of Eight Hundred Seventy-Five Thousand and No/100 Dollars (\$875,000.00) (the “**Cash Price**”); and
- (ii) In addition to the Cash Price, at Closing, Purchaser shall convey to Seller by way of limited warranty deed, an approximate .3 acre parcel as legally described on **Exhibit C** (the “**City Parcel**”).

b. The Cash Price shall be payable and credited to Purchaser as follows:

- (i) Upon execution of this Agreement, Purchaser shall deposit with First American Title Insurance Company, with an address of McGladrey Plaza, 801 Nicollet Mall, Minneapolis, MN 55402, Attn: Ms. Hjordis L. Trygg (the “**Title Company**”) via cash or wire transfer, Fifty Thousand and No/100 Dollars (~~\$50,000.00~~) (the “**Earnest Money**”). At the Closing, as defined in Section 9 hereof, the Earnest Money shall be paid to Seller and credited against the Purchase Price. The Title Company shall act as escrow agent with respect to the Earnest Money pursuant to the terms of this Agreement, shall deposit such Earnest Money in an interest-bearing account, and all costs of the Title Company, if any, with respect to such escrow shall be borne equally by Purchaser and Seller.
- (ii) Three Hundred Fifty Thousand and No/100 Dollars (~~\$350,000.00~~) of the Purchase Price shall be credited to Seller (or to Seller’s successors or assigns) in the future by way of a waiver of 100 units of park dedication fees (\$3,500.00 per unit) imposed by Purchaser as required by Purchaser’s ordinances for any development projects of Seller (or Seller’s successors or assigns) affecting the approximate 5.74 acre parcel described on attached **Exhibit D** (“**Applewood Pointe**”) subject further to the terms of this subsection. Notwithstanding an increase in Purchaser’s per unit park dedication fees, Seller, or its successor or assigns are entitled to a waiver of 100 units of park dedication fees. Seller is allowed to transfer the waiver of park dedication fees of up to 100 units on Applewood Pointe to any successor or assign of Seller. At closing Seller and Purchaser shall execute and deliver to Title Company a Memorandum Regarding Waiver of Applewood Pointe Park Dedication Fees (the “**Memorandum Relating to Waiver of Park Dedication Fees**”) in form and content reasonably acceptable to Seller and Purchaser, which at Closing will be recorded against Applewood Pointe and which may be combined with the Memorandum Regarding Waiver of Park Dedication Fees of the next section, into one Memorandum covering Applewood Pointe and Cherrywood Pointe.
- (iii) An additional Three Hundred Fifty Thousand and No/100 Dollars (~~\$350,000.00~~) of the Purchase Price shall be credited to Seller (or to Seller’s successors or assigns) in the future by way of a waiver of 100 units of park dedication fees (\$3,500.00 per unit) imposed by Purchaser

as required by Purchaser's ordinances for any development projects of Seller (or Seller's successors or assigns) affecting the approximate 4.92 acre parcel described on attached **Exhibit E** ("**Cherrywood Pointe**") subject further to the terms of this subsection. Notwithstanding an increase in Purchaser's per unit park dedication fees, Seller, or its successor or assigns are entitled to a waiver of 100 units of park dedication fees. Seller is allowed to transfer the waiver of park dedication fees of up to 100 units on Cherrywood Pointe or Applewood Pointe to any successor or assign of Seller on either parcel. At closing Seller and Purchaser shall execute and deliver to Title Company a Memorandum Regarding Waiver of Park Dedication Fees, which at Closing will be recorded against Cherrywood Pointe and which may be combined with the Memorandum Regarding Waiver of Park Dedication Fees of the prior section, into one Memorandum covering Applewood Pointe and Cherrywood Pointe.

(iv) The balance of the Cash Price, One Hundred Twenty-Five Thousand and No/100 Dollars (\$125,000.00) shall be paid to Seller in immediately available funds via wire transfer at the Closing (as defined in Section 9 hereof).

(v) The date this Agreement is executed by both Purchaser and Seller in triplicate counterparts and delivered to Title Company with the Earnest Money shall be the "**Effective Date**". Title Company agrees to fill in the Effective Date in the space provided on the signature page hereof, and to deliver original counterparts of this Agreement to each of Purchaser and Seller as soon as practicable after receipt thereof.

3. **CONTINGENCIES.** Notwithstanding any other provision in this Agreement to the contrary, the parties agree that the purchase of the Property is subject to the following contingencies (collectively, the "**Contingencies**"):

a. Title to the Property and Parking Easement Area shall be acceptable to Purchaser, in its sole discretion (the "**Title Contingency**"), pursuant to the terms of Section 6.

b. Purchaser shall have determined within thirty (30) days after the Effective Date, that it is satisfied with the results of all matters disclosed by physical inspections, soil tests, engineering inspections, hazardous waste and environmental reviews of the Property, and all other tests and inspections which Purchaser deems necessary (the "**Inspection Contingency**").

c. Purchaser is able to obtain within thirty (30) days after the Effective Date, such written assurances and acknowledgements from and/or agreements with the Minnesota Pollution Control Agency and other entities or parties pertaining to the environmental condition of the Property as Purchaser determines is necessary for Purchaser to close on this transaction (the "**Environmental Assurances Contingency**").

d. Purchaser shall have determined within thirty (30) days after the Effective Date, that all matters (including, without limitation, the acreage of the Land, the

location of all improvements, wetlands and easements, and the location of the property boundaries) shown in the survey and by boundary markers placed on the Property are satisfactory to the Purchaser (the “**Survey Contingency**”).

- e. The Purchaser shall have determined within thirty (30) days after the Effective Date, that it is satisfied with the physical condition of the Property, and with the zoning, access, drainage, floodplain designation, wetland areas, acreage, dimensions, and all other features and conditions of the Property which Purchaser deems necessary for Purchaser to purchase the Property (the “**Physical Condition Contingency**”).
- f. Within thirty (30) days after the Effective Date, Seller and Purchaser shall have negotiated the private Shared Driveway agreement pursuant to the terms of Section 7, to the satisfaction of Purchaser in its sole discretion.
- g. Seller shall have closed on the purchase of the Land and Applewood Pointe (collectively, the “**School Property**”) pursuant to the terms of the School District Agreement, as modified or amended (the “**School Property Contingency**”).
- h. Within thirty (30) days after the Effective Date, Seller has determined that the physical condition and title to the City Parcel is acceptable, in Seller’s sole and absolute discretion (the “**City Parcel Contingency**”).
- i. On or before the Closing Date, Seller has obtained all governmental approvals, permits and licenses which are necessary (in Seller’s sole and absolute discretion) for the development of Applewood Pointe Cooperative of Roseville at Central Park (the “**Applewood Pointe Contingency**”).
- j. On or before the date which is thirty (30) days after the Effective Date hereof, Seller shall, by giving written notice to Purchaser, either:
 - (i) Terminate this Agreement if any one or more of the Contingencies in sections 3 g., 3 h., or 3 i. above (the “**Seller Contingencies**”) have not been satisfied; or
 - (ii) Waive the Seller Contingencies and proceed to closing.

If Seller elects to terminate this Agreement under clause (i) above, then upon Purchaser’s receipt of Seller’s written notice of termination, this Agreement shall be null and void, all Earnest Money shall be returned by Title Company to Purchaser, and neither party shall have any further obligation to the other.

In the event Seller fails to give Purchaser written notice that it is proceeding under clause (i) or (ii) above by the end of the thirty day period described above, then it shall be deemed that Seller is proceeding under clause (ii).
- k. On or before that date which is thirty (30) days after the Effective Date hereof, Purchaser shall, by giving written notice to Seller, either:
 - (i) Terminate this Agreement if one or more of the Contingencies in sections 3 a. through 3 f. above (the “**Purchaser Contingencies**”) have

not been satisfied; or

(ii) Waive the Purchaser Contingencies and proceed to Closing.

If Purchaser elects to terminate this Agreement under clause (i) above, then upon Seller's receipt of Purchaser's written notice of termination, this Agreement shall be null and void, all Earnest Money shall be returned by Title Company to Purchaser, and neither party shall have any further obligation to the other.

If Purchaser elects to waive the Purchaser Contingencies and proceed under clause (ii) above, then the Earnest Money shall become non-refundable to Purchaser except in the event of: (a) Seller's default; (b) termination by Seller for any reason under this Section 3; or (b) termination pursuant to Section 8 below.

In the event Purchaser fails to give Seller written notice that it is proceeding under clause (i) or (ii) above by the end of the thirty day period described above, then it shall be deemed that Purchaser is proceeding under clause (ii).

4. **REPRESENTATIONS.** Seller represents that Seller has full legal authority to execute and carry out the terms of this Agreement. Except for the foregoing, Purchaser acknowledges that is purchasing the Property in an "AS-IS" condition, with all faults accepted, and is not relying on any statements or conditions of Seller or its agents, and Seller acknowledges that is purchasing the City Parcel in an "AS-IS" condition, with all faults accepted, and is not relying on any statements or conditions of Purchaser or its agents.
5. **SURVEY.** Within ten (10) days after the Effective Date, Seller shall deliver to Purchaser its most current ALTA/ASCM survey of the School Property as well as its proposed Replat (as defined in Section 9). Purchaser may have such survey updated at its cost and to separately describe the Land, the Access Easement Area, and the Parking Easement Area (the "**Survey**") and certified to Seller, Title Company, and Purchaser. Seller shall be provided with a copy of the updated Survey at no cost for its own use.
6. **EVIDENCE OF TITLE.** Within ten (10) days after the Effective Date, Seller shall obtain a commitment for an ALTA Form B-2006 owner's policy of title insurance ("**Title Commitment**") from **Title Company** naming Purchaser as the proposed insured for the Land, the Access Easement Area, and the Parking Easement Area and a separate title insurance commitment naming Seller as the proposed insured for the City Parcel, providing requirements for deletion of the survey, mechanic's liens and possession standard exceptions and including special endorsements for such matters as Purchaser may request. The cost of obtaining such Title Commitments shall be paid by Seller. Purchaser shall be allowed twenty (20) days after the date of receipt of the latter of the Title Commitment or the Survey for examination of title and the making of any objections as to the Property (the "**Title Objections**"); such objections are to be made to Seller in writing or shall be deemed to have been waived. If any Title Objections relating to the Property are so made, Seller shall have ten (10) days from the date of Seller's receipt of the Title Objections to confirm in writing to Purchaser whether it will be able to remove the Title Objections on or prior to the Closing Date, and if not, which of the Title Objections Seller is unwilling to remove; provided, however, that Seller must satisfy any monetary liens or other monetary encumbrances on or prior to the Closing Date. Purchaser shall then have the right to either waive those Title Objections which Seller is unwilling to remove, or to terminate this Agreement as provided for above. If Seller fails to remove those Title

Objections which Seller agrees to remove on or prior to the Closing Date, Purchaser shall have the option of:

- a. Declaring this Agreement null and void by written notice to Seller, and, in such event, receiving a refund from Seller of all Earnest Money, including any non-refundable portion thereof; or
- b. Waiving any defect in title and, in such event, proceeding to close the transaction contemplated by this Agreement on the Closing Date as defined in Section 9 hereof.

7. **ACCESS TO LAND.** In the event Purchaser desires to obtain access to inspect the Property, Purchaser shall request such access from the Roseville School District. Purchaser shall promptly repair any damage caused to the Property as a result of Purchaser's activities and restore the Property to substantially the same condition as it existed prior to Purchaser's activities. Purchaser agrees to indemnify and hold Seller and the Roseville School District harmless from all injury, death, or property damage or claim, loss, expense or lien of any kind whatsoever to the extent such injury, damage, claim, loss, expense, or lien is a consequence of Purchaser's presence on the Property for the purposes aforesaid. Seller shall cooperate with Purchaser and its due diligence efforts, provided such cooperation is at no expense to Seller. Purchaser shall allow Seller access to the City Parcel on the same terms and conditions set forth above for Purchaser's access to the Property. Seller agrees, if Purchaser requests, to encumber the City Parcel with a shared driveway/access agreement providing access to and from the real property south and east of the City Parcel across the City Parcel from and to Lexington Avenue ("**Shared Driveway**"); provided that the costs of installation, maintenance, repair and replacement of any Shared Driveway improvements shall be equitably allocated among the properties utilizing the Shared Driveway. Seller agrees to diligently cooperate in negotiating such Shared Driveway agreement within 30 days after the Effective Date.

8. **DESTRUCTION OR EMINENT DOMAIN.** If, prior to the Closing Date, all or any substantial part of the Improvements on the Property should be destroyed by fire or any other cause, or any insubstantial part of the Property shall be taken by eminent domain, neither party shall have the option of canceling this Agreement. If, prior to the Closing Date, all or any substantial part of the Property or the City Parcel should be taken, or proceedings are commenced in condemnation with respect thereto, Purchaser or Seller, as the case may be, shall have the option to terminate this Agreement. Said option must be exercised in writing and delivered to the other party prior to the Closing Date. If either party elects to cancel this Agreement in accordance herewith, this Agreement shall thereafter be of no further force and effect.

9. **CLOSING.** The consummation of the transactions contemplated by this Agreement ("**Closing**") shall be held in the office of Purchaser's counsel, Erickson, Bell, Beckman & Quinn, P.A., 1700 West Highway 36, Suite 110, Roseville, Minnesota (or at such other location as the parties shall agree), on the "**Closing Date**" which shall be no sooner than the date of the closing of the transaction identified in the School District Agreement ("**ISD Closing**"). Purchaser acknowledges that it is necessary to subdivide/plat Applewood Pointe and the Land as separate parcels from the School Property ("**Replat**"). Seller shall use good faith commercially reasonable efforts to accomplish the Replat by the ISD Closing, including obtaining the School District's consent to execute the Replat of the Land contingent upon the ISD Closing. If the Replat is completed and ready to be filed with the Ramsey County Recorder or Registrar of Titles by the ISD Closing, Purchaser agrees that the Closing Date shall be the same date as the ISD Closing. If the Replat is not completed and ready to be filed by the ISD Closing, Purchaser agrees that the

Closing Date shall be the first reasonable business day after both of: (i) the ISD Closing and (ii) the filing of the Replat.

9.1 On the Closing Date, Seller shall execute and deliver to Purchaser a limited warranty deed for the Land utilizing the description thereof as set forth in the Replat (the “**Deed**”); the executed Memoranda Regarding Waiver of Applewood Pointe and Cherrywood Pointe Park Dedication Fees (it being acknowledged that the Memoranda for Applewood Pointe and Cherrywood Pointe may be combined into one); the executed Access and Parking Easement Agreement in form and content as depicted on Exhibit B attached hereto; a FIRPTA affidavit; a standard Seller’s affidavit stating that on the Closing Date there are no outstanding unsatisfied judgments, tax liens, or bankruptcies against or involving the Seller in a form sufficient for Title Company to waive its standard exceptions and issue an owner’s title policy; an assignment of vendor and service contracts (to the extent Purchaser decides to assume any such contracts), warranties and intangible property; an IRS Form 1099-S; and a closing settlement statement reflecting the economic provisions of the Closing, all in exchange for the payment of the Purchase Price by Purchaser. Physical possession of the Property shall be delivered to Purchaser on the Closing Date. At the Closing, Seller shall pay all state or local transfer, recording or deed taxes in connection with the Deed to be delivered to Purchaser, if any. Purchaser shall pay recording charges in connection with the Deed, as well as the costs of any due diligence reports which Purchaser may have ordered regarding environmental conditions, soils conditions, or other aspects of the Property. Purchaser shall pay for all costs with respect to the updated Survey. Seller shall pay the cost for the preparation of the Commitment, and Purchaser shall pay the cost of its title insurance premium and any policy endorsements it desires. Seller shall pay all real property taxes assessed against the Land in year prior to the year of Closing, and the parties shall prorate all real property taxes assessed against the Land in the year of Closing as of the Closing Date, such proration to be based on a calendar year. Seller shall be responsible for satisfying, out of the Purchase Price or otherwise, all liens and any special assessments (levied, pending or deferred) against the Land as of Closing. Each party shall be responsible for its own legal counsel fees.

9.2 On the Closing Date, Purchaser shall deliver to Seller a limited warranty deed for the City Parcel (the “**City Deed**”); the executed Memoranda Regarding Waiver of Applewood Pointe and Cherrywood Pointe Park Dedication Fees (it being acknowledged that the Memoranda for Applewood Pointe and Cherrywood Pointe may be combined into one); the executed Access and Parking Easement Agreement; a FIRPTA affidavit; a standard affidavit stating that on the Closing Date there are no outstanding unsatisfied judgments, tax liens, or bankruptcies against or involving the Purchaser in a form sufficient for Title Company to waive its standard exceptions and issue an owner’s title policy for the City Parcel; and an IRS Form 1099-S. Physical possession of the City Parcel shall be delivered to Seller on the Closing Date. At the Closing, Seller shall pay all state or local transfer, recording or deed taxes in connection with the City Deed to be delivered by to Seller. Seller shall pay recording charges in connection with the City Deed, as well as the costs of any due diligence reports which Seller may have ordered regarding environmental conditions, soils conditions, or other aspects of the City Parcel. Seller shall pay the cost for the preparation of the Commitment for the City Parcel, and Seller shall pay the cost of its title insurance premium and any policy endorsements it desires. Purchaser shall pay all real property taxes assessed against the City Parcel in year prior to the year of Closing (if any), and the parties shall prorate all real property taxes assessed against the City Parcel in the year of Closing as of the Closing Date, such proration to be based on a calendar year. Purchaser shall be responsible for satisfying, all liens and any special assessments (levied, pending or deferred) against the City Parcel as of Closing. Seller shall record any agreement regarding the Shared Driveway if requested by Purchaser and consented to by Seller, which consent shall not be

unreasonably withheld, conditioned or delayed, provided it complies with the provisions of Section 7.

10. **AUTHORITY.** Each person executing this Agreement, by his or its execution hereof, represents and warrants that he or she is fully authorized to do so, and that no further action or consent on the part of the party for whom he or she is acting is required for the effectiveness and enforceability of this Agreement against such party following such execution.
11. **BROKER'S FEES.** Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees (collectively "**Real Estate Commissions**") in connection with this Agreement, and agrees to indemnify the other party against, and hold it harmless from all liabilities arising from any such claim, including without limitation, the cost of attorneys' fees in connection therewith.
12. **NOTICES.** Any notice or election herein required or permitted to be given or served by either party hereto upon the other shall be deemed given or served in accordance with the provisions of this Agreement, if personally served; sent via telephonic facsimile; delivered by nationally recognized overnight courier (Fed Ex, UPS, DHL, *etc.*); or if mailed by United States Registered or Certified Mail, postage prepaid, properly addressed as follows:

If to Purchaser:

City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
Attn: Pat Trudgeon, City Manager
Email: pat.trudgeon@ci.roseville.mn.us

And to:

Attn: Paul Bilotta, Community Development Director
Email: paul.bilotta@ci.roseville.mn.us

And to:

Attn: Lonnie Brokke, Director of Parks and Recreation
Email: lonnie.brokke@ci.roseville.mn.us

with a copy to:

Erickson, Bell, Beckman & Quinn, P.A.
1700 West Highway 36, Suite 110
Roseville, MN 55113
Attn: Mark F. Gaughan
Email: mgaughan@ebbqlaw.com

If to Seller

United Properties Residential LLC
3600 American Boulevard West, Suite 750
Bloomington, MN 55431
Attn: Alex Hall, Senior Vice President
Email: alex.hall@uproperties.com

And to:

Attn: Mark Nelson, Senior Vice President
Email: mark.nelson@uproperties.com

with a copy to:

Lindquist & Vennum LLP
4200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
Attn: James R. Walston
Email: jwalston@lindquist.com

Each mailed notice or communication shall be deemed to have been given to, or served upon, the party to which it is addressed on the third date after the same is deposited in the United States Registered or Certified Mail, if postage prepaid, properly addressed in the manner above provided, or on the date of delivery if by other means as allowed above, and if by telephonic facsimile, with confirmation of successful transmission. The addresses to which notices are to be mailed to either party hereto may be changed by such party by giving written notice thereof to the other party in the manner above provided.

13. **DEFAULT.** In the event of a default by Seller hereunder, Purchaser may terminate this Purchase Agreement, and receive from Seller a return of all Earnest Money or seek specific performance. In the event of a default by Purchaser hereunder, Seller may terminate this Agreement by providing 30 days written notice as provided by Minnesota Statutes, and subsequent to such termination, retain the Earnest Money paid by Purchaser or seek specific performance.
14. **1031 EXCHANGE COOPERATION.** As an accommodation to the other party, the parties hereto agree to cooperate with each other if either or both of them elect to consummate the transaction contemplated by this Agreement in a manner intended to qualify as a like-kind exchange of property pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended (the “**Exchange**”), including, without limitation, so called “reverse exchanges,” which cooperation shall include executing documents therefor, provided that the requesting party is not in default of its obligations under this Agreement and the following terms and conditions are satisfied: (a) the exchanging party provides prior written notice to the other party not less than two (2) business days prior to the Closing Date, together with copies of all exchange documents; (b) the non-exchanging party shall in no way be obligated to pay any facilitator charges, escrow costs, brokerage commissions, title charges, survey costs, recording costs or other charges incurred with respect to the Exchange, and the exchanging party shall reimburse the non-exchanging party for any reasonable professional fees, including attorneys' fees, incurred with respect thereto; (d) in no way shall the Closing be contingent or otherwise subject to the consummation of the Exchange, and the Escrow shall timely close in accordance with the terms of this Agreement despite any failure, for any reason, to consummate the Exchange; (e) the non-exchanging party shall have no responsibility or liability to any third party involved in the Exchange; (f) the non-exchanging party shall not be required to make any representations or warranties nor assume any obligations, including but not limited, incurring any debt, taking title to any other property, expending any sum, or incurring any liability whatsoever in connection with the Exchange; and (g) the parties' rights against each other under this Agreement, and the parties' obligations under this Agreement, shall not be reduced or excused in any manner as the result of the Exchange. This Purchase Agreement shall constitute notice within the meaning of Section 1.1031(k)-1(g)(4)(v) of the Income Tax Regulations.

IN WITNESS WHEREOF, the parties have entered into and executed this Agreement the day and year first above written.

SELLER:	PURCHASER:
CITY OF ROSEVILLE	UNITED PROPERTIES RESIDENTIAL LLC
By: _____	By: _____
Name: Dan Roe	Name: Alex Hall
Its: Mayor	Its: Senior Vice President
By: _____	By: _____
Name: Patrick Trudgeon	Name: Mark Nelson
Its: City Manager	Its: Senior Vice President

The undersigned agrees to act as Title Company and hold in trust the Earnest Money pursuant to the terms of this Agreement. Receipt of the Earnest Money of \$50,000.00 is hereby acknowledged.

The Effective Date of this Agreement pursuant to Subsection 2 B.(iv) above is _____, 2015.

**FIRST AMERICAN TITLE INSURANCE
COMPANY**

By _____

Its _____

EXHIBIT A

Legal Description of the Land

Part of the following real property:

That part of Government Lot 4, Section 2, Township 29, Range 23, lying East of the West 165 feet thereof, West of the centerline of Victoria Street and South of the centerline of County Road C.

That part of the North half of the Northwest Quarter of Section 11, Township 29, Range 23, lying East of the West 250 feet thereof, West of the centerline of Victoria Street and Northerly of the Northern Pacific Railway Company's railroad right-of-way.

Ramsey County, Minnesota
Torrens Property—Certificate of Title No. 231030

which will be platted and legally described as Outlot A, Applewood Pointe of Roseville at Central Park, Ramsey County, Minnesota.

EXHIBIT B

Access and Parking Easement Agreement

EXHIBIT C

Legal Description of the City Parcel

All the West 353 feet of the following described premises located in Section 2, Township 29, Range 23; Beginning 266 feet North of the Southwest corner of the Southwest Quarter of the Southwest Quarter, Section 2, Township 29, Range 23; thence North 70 feet; thence East 40 rods; thence South 70 feet; thence West 40 rods to the point of beginning. Except the East 160 feet thereof.

EXHIBIT D

Legal Description of Applewood Pointe

Part of the following real property:

That part of Government Lot 4, Section 2, Township 29, Range 23, lying East of the West 165 feet thereof, West of the centerline of Victoria Street and South of the centerline of County Road C.

That part of the North half of the Northwest Quarter of Section 11, Township 29, Range 23, lying East of the West 250 feet thereof, West of the centerline of Victoria Street and Northerly of the Northern Pacific Railway Company's railroad right-of-way.

Ramsey County, Minnesota
Torrens Property—Certificate of Title No. 231030

which will be platted and legally described as Lot 1, Block 1, Applewood Pointe of Roseville at Central Park, Ramsey County, Minnesota.

EXHIBIT E

Legal Description of Cherrywood Pointe

Beginning at a point 496 feet North from the Southwest corner of the Southwest Quarter of the Southwest Quarter of Section 2, Township 29, Range 23, thence North 120 feet, thence East 160 feet, thence South 120 feet, thence West to the point of beginning, Ramsey County, Minnesota.

And

That part of the West 1/4 of the Southwest 1/4, Section 2, Township 29, Range 23, Ramsey County, Minnesota, lying South of the centerline of County Road C (now called Woodhill Drive); except the South 336 feet thereof; and except the North 253.8 feet of the South 749.8 feet of the West 160 feet thereof.

NOW, THEREFORE, City and UPR hereby agree as follows:

1. ACCESS EASEMENT.

(a) Grant of Access Easement. UPR hereby grants, conveys and quitclaims to the City a perpetual, non-exclusive easement, appurtenant to the City Lot, over the Access Easement Area for pedestrian and passenger vehicular ingress and egress from and to Victoria Street North and the Parking Easement Area.

(b) Termination for increasing the burden on the Access Easement. Notwithstanding any other provision herein to the contrary, in the event the City ceases to use the City Lot for the purposes described herein, the Parking Easement shall automatically terminate effective following ninety (90) days' written notice from UPR (or the Owner of the UPR Lot) to the City unless the City (or its successor/assign in interest in and to the City Lot) agrees to execute a recordable amendment to this Agreement: (i) to shorten the length of the Access Easement (from Victoria Street) to not more than 50 feet in length and (ii) to equitably share the costs of maintenance, upkeep, repair, replacement and painting the Driveway.

2. PARKING EASEMENT.

(a) Grant of Parking Easement. UPR hereby grants, conveys and quitclaims to the City the Parking Easement, which shall be a non-exclusive easement, appurtenant to the City Lot, over the Parking Easement Area for the parking of up to sixty (60) non-commercial passenger vehicles by the general public while using the City Lot for the recreational activities described in paragraph A above. The sixty (60) parking spaces are to be located within the Parking Easement Area as legally described on Exhibit C hereto and the Owner of the UPR Lot may sign or otherwise indicate which specific parking spaces are subject to the the Parking Easement.

(b) Termination for Change in Use of City Lot. Notwithstanding any other provision herein to the contrary, in the event the City ceases to use the City Lot for the purposes described herein, the Parking Easement shall automatically terminate effective following ninety (90) days' written notice from UPR (or the Owner of the UPR Lot) to the City and the City (or its successor/assign in interest in and to the City Lot) agrees to execute a recordable amendment to this Agreement to evidence such termination of the Parking Easement.

(c) Use of Parking Easement. The use of the Parking Easement shall be restricted to the season and during the hours the City Lot is available for use by the general public as a public park. In all events: (i) only passenger vehicles, such as cars, SUVs, mini-vans, small delivery trucks and pick-up trucks, shall be allowed to park within the Parking Easement Area (*i.e.*, no semi-trucks, oversized vehicles such as buses, or recreational vehicles such as RVs, snowmobiles, trailers, campers, boats, off-road vehicles, *etc.*); (ii) the Parking Lot Easement Area shall NOT be used for the storage, maintenance and/or repair of any vehicle, and may not be used for the parking or storage of non-functioning vehicles or storage trailers; (iii) no motor vehicle shall be parked in the Parking Easement Area over night; (iv) the Parking Easement Area shall NOT be used for picnics, barbeques, or social gatherings; and (v) the Parking Easement

Area shall NOT be used for parking of vehicles during a music (whether such music is performed live or is broadcast from a recording) event occurring upon the City Lot, unless the Owner of the UPR Lot has granted its prior written approval (which approval it may grant or withhold in its sole discretion). Should the use of the Parking Easement conflict with the parking needs of the Owner of the UPR Lot, the City and the Owner of the UPR Lot agree to negotiate in good faith to place additional restrictions on the use of the Parking Easement so as to minimize such conflicts.

(d) Interference With Use of Parking Easement. No permanent storage of a vehicle is permitted within the Parking Easement Area. UPR may, after reasonable telephonic or other notice to the City request removal of a parked vehicle, cause any parked vehicle to be removed or towed from those parking areas located on the Parking Easement Area, and shall not be liable for any claims for conversion, interruption with business or otherwise in connection with such removal or towing. Except as may reasonably be necessary, from time to time, to perform maintenance within the Parking Easement Area, no obstructions which would prevent, restrict, or otherwise inhibit the parking of vehicles over and across any portion of the Parking Easement Area during the times the City Lot is open to the Public, shall be permitted which would in any manner restrict the rights of the City or the users of the park located upon the City Lot to fully utilize the Parking Easement. No structure of any type shall be erected or maintained in any portion of the Parking Easement Area.

3. CONSTRUCTION AND MAINTENANCE OF PARKING IMPROVEMENTS.

(a) Construction of Parking Improvements. The Owner of the UPR Lot shall be solely responsible for the performance by it or its contractors or agents of all work associated with the construction and installation of the parking improvements to the Parking Easement Area located within the UPR Lot. Such improvements shall be installed by the Owner of the UPR Lot upon the completion of the Senior Project (anticipated as September 1, 2017) or, in the event the Senior Project is not completed by January 1, 2018, within one (1) calendar year's written notice by the City to UPR (or its successor) provided that such written notice may not be given by the City to the Owner of the UPR Lot or its successor until January 1, 2018. The Owner of the UPR Lot shall be solely responsible for all costs associated with the initial construction and installation of such improvements. The Owner of the UPR Lot shall be responsible for all costs and expenses associated with the maintenance, upkeep, repair, striping and improvements of the parking spaces and the Driveway, after their initial installation. Until the improvements are installed, the Parking Easement Area, or a substantially similar area, shall be available for parking in accordance with paragraph 2 of this agreement in substantially the same condition as it exists on the date of this Agreement.

(b) Moving Parking Improvements. UPR may reasonably move the 60 parking spaces within the Parking Easement Area during and after construction of the Senior Project, the improvements, and other projects that may arise, provided UPR complies with the following requirements: (i) reasonable advance notice must be given to the City; and (ii) during construction, 60 parking spaces must be available in an area substantially similar in size to the Parking Easement Area for parking in accordance with paragraph 2 of this Agreement.

124
125 **4. GENERAL PROVISIONS.**
126

127 (a) Notices. Any notices to be given to the parties shall be deemed effective upon
128 actual receipt if hand delivered or upon the third day after postmark by U.S. or certified mail,
129 return receipt requested, to the address set forth below:
130

131 **If to City:** City of Roseville
132 2660 Civic Center Drive
133 Roseville, MN 55113
134 Attn: City Manager
135

136 **If to UPR:** United Properties Residential LLC
137 3600 West American Boulevard, Suite 750
138 Bloomington, MN 55431
139 Attn: Alex Hall
140

141 Each party shall have the right from time to time and at any time upon at least fifteen (15)
142 days' prior written notice thereof in accordance with the provisions hereof to change its
143 respective address and to specify any other address; provided, however, notwithstanding
144 anything herein contained to the contrary, in order for the notice of address change to be
145 effective, it must actually be received.

146 (b) Encumbrances. No party shall suffer or permit anything to be done that will
147 cause any Lot not owned by such Owner to become encumbered by any mechanic's lien or
148 similar lien, charge or claim. If any mechanic's lien or similar charge or claim is filed against a
149 Lot, due to another party's alleged request for labor or materials, such party shall discharge the
150 same of record by a release or bond within thirty (30) days after the filing of any notice of such
151 lien, claim or other charge.

152 (c) Insurance; Indemnification. Each party shall maintain adequate commercial
153 general liability insurance in the amount of at least \$1,000,000 per occurrence. In addition, each
154 Owner (the "**Indemnifying Owner**") shall indemnify and hold harmless the other Owner (the
155 "**Indemnified Owner**") from and against all third-party liabilities, damages, claims, costs and
156 other similar expenses which may be incurred by the Indemnified Owner by reason of bodily
157 injury or death of any person or damage to or destruction or loss of any property arising on or
158 from the use by the Indemnifying Owner and its occupants of the easements granted hereunder,
159 except where, and to the extent that, such liabilities, damages, claims, costs or other similar
160 expenses arise or result, in whole or in part, from the negligence or willful misconduct of the
161 Indemnified Owner or its occupants.

162 (d) Enforcement. The terms and conditions set forth herein shall be enforceable by
163 the Owner of a Lot, and its successors, assigns. No other person or entity shall have any rights to
164 enforce any of the restrictions herein set forth. This Agreement may be enforced by legal or
165 equitable action including specific performance.
166

(e) Agreement to Continue Notwithstanding Breach. It is expressly agreed that no breach of this Agreement shall entitle any party, its successors or assigns, to cancel, rescind or otherwise terminate any easements created hereunder. However, such limitations shall not affect, in any manner, any other rights or remedies which such party may have hereunder by reason of such breach.

(f) Attorneys' Fees. If any Owner reasonably incurs costs in order to enforce any provision of this Agreement, the prevailing Owner shall be reimbursed by the other for all reasonable costs so incurred, including reasonable attorneys' fees and costs.

(g) Running of Benefits and Burdens. All provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon each Owner of a Lot and their respective successors and assigns, including any mortgagees or subsequent holders of mortgages.

(h) Amendments. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing and signed by the parties to be bound thereby or their duly authorized representative(s).

(i) Headings. The headings contained in this Agreement are for notice purposes only. In all instances, reference should be made to the specific terms and provisions hereof.

(j) Severability. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provisions or application had never been contained herein or prescribed hereby.

(k) Governing Law. All of the terms and provisions of this Agreement shall be governed by and controlled solely by the laws of the State of Minnesota.

(l) Time. Time is of the essence of this Agreement.

(m) Owner. The term "**Owner**" as used in this Agreement shall mean any person or entity that owns fee simple title to a Lot. For the purposes of this Agreement, unless otherwise specifically provided herein, "Owner" shall include any beneficiary of a land trust that holds title to any Lot. If any Lot is sold by a contract for deed or installment land contract, which has been recorded and for which no uncured affidavit of default has been recorded by the vendor in connection therewith, then the vendee, rather than the vendor under said contract for deed shall be deemed the "Owner" for purposes of this Agreement

IN WITNESS WHEREOF, this Agreement has been executed on the day and year first set forth above.

Its: City Manager

Notary Public

UPR:

**UNITED PROPERTIES RESIDENTIAL
LLC, a Minnesota limited liability company**

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ and _____, the _____ and _____, respectively, of United Properties Residential LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

This instrument was drafted by:
Lindquist & Vennum LLP
80 South Eighth Street, Suite 4200
Minneapolis, MN 55402
(612) 371-3211
(LV #512172/0048)

**EXHIBIT A
TO
PARKING EASEMENT AGREEMENT**

Legal Description
for
City Lot

Outlot A, Applewood Pointe of Roseville at Central Park, according to the plat thereof,
Ramsey County, Minnesota.

**EXHIBIT B
TO
PARKING EASEMENT AGREEMENT**

Legal Description
for
UPR Lot

Lot 1, Block 1, Applewood Pointe of Roseville at Central Park, according to the plat thereof,
Ramsey County, Minnesota.

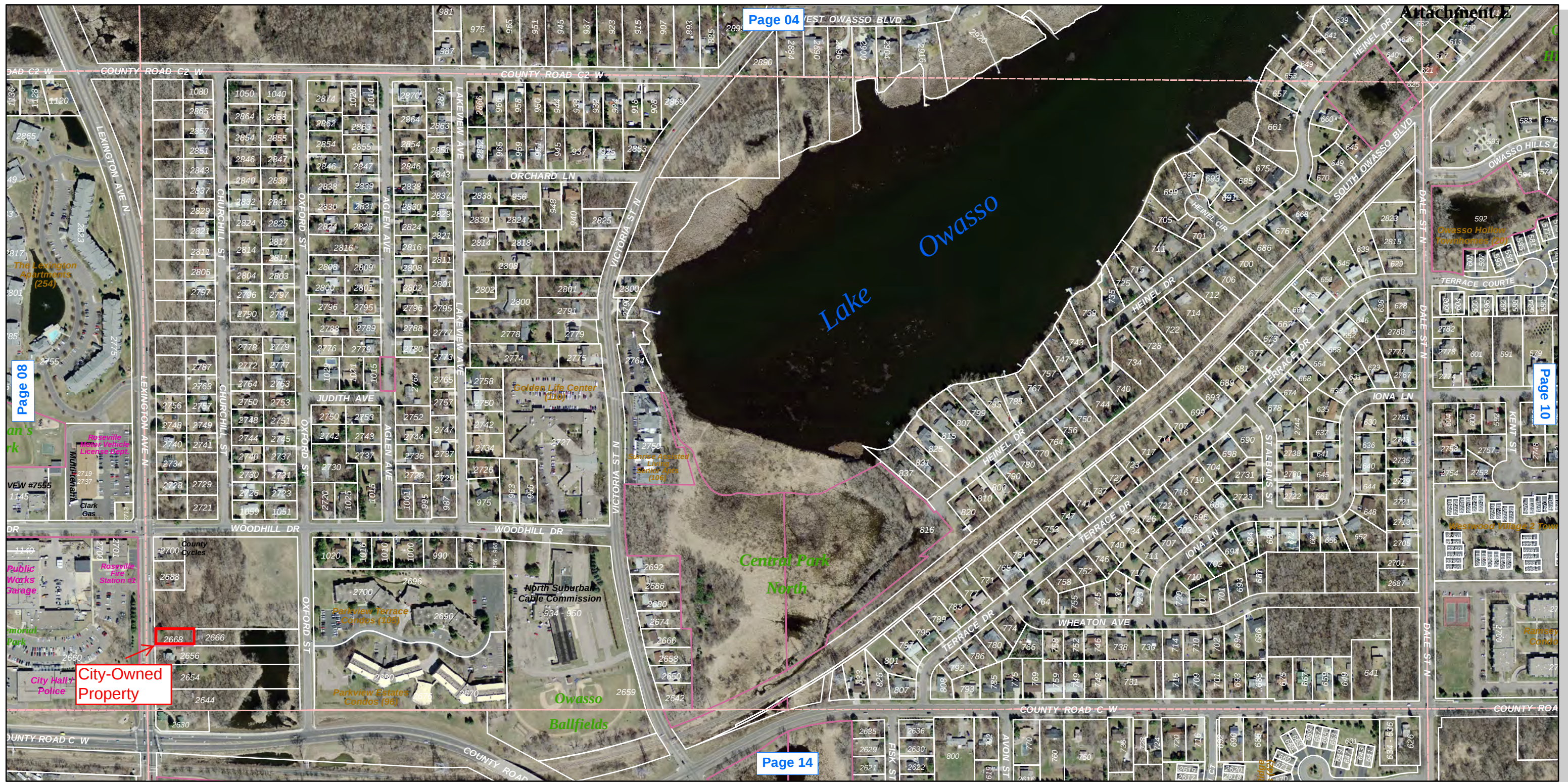
**EXHIBIT C
TO
PARKING EASEMENT AGREEMENT**

Legal Description
for
Access Easement Area

**EXHIBIT C
TO
PARKING EASEMENT AGREEMENT**

Legal Description
for
Parking Easement Area





Address Map Book with 2009 Aerial Imagery

South Half Section 2, Township 29, Range 23



Prepared by:
Engineering Department

09 Feb 28, 2011

Aerial Imagery Photography taken April, 2009 by Kurcera International Inc.

Legend

- Parcels
- City Owned Property
- Half Section Line

Data Sources and Contacts:

* Ramsey County GIS Base Map (1/03/10)
* City of Roseville Engineering Department
For further information regarding the contents of this map contact:
City of Roseville, Engineering Department,
2660 Civic Center Drive, Roseville MN 55113 USA
ArcIMS online mapping for City of Roseville at:
<http://maps.metro-net.us>

Limit on Liability

This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-795-7044. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.

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Scale: 1" = 400'
0 100 200 300 400 Feet



09

Date: October 5, 2015

Item: 11.a

Roseville Area Superintendent

Aldo Sicoli Introduction

REQUEST FOR COUNCIL ACTION

Date: October 5, 2015
Item No.: 11.b

Department Approval

City Manager Approval



Item Description: Joint Meeting with Human Rights Commission

BACKGROUND

Each year, the Human Rights Commission meets with the City Council to review activities and accomplishments and to discuss the upcoming year's work plan and issues that may be considered.

Activities

1. Student Essay Contest

The HRC received over 35 essays and selected three winners. First place recipient Elite Thor took first place in the contest held by the League of Minnesota Human Rights Commission.

2. Naturalization Ceremony

This was the second year for the Human Rights Commission to host a naturalization ceremony led by the U.S. District Courts. There were over 50 new citizens in the Olympic Room at the Skating Center and Byerly's graciously donated - baked goods again for the event.

3. Mental Health Community Conversation

In March the Human Rights Commission hosted a community conversation on Mental Health for the community. Two speakers from the National Alliance for Mental Illness (NAMI) gave personal stories of their experience living with mental illness and were available for questions. Twenty members from the community, mostly parents of youth struggling with mental illness, attended the conversation.

4. Rosefest Parade

The HRC put together a float that was ready to accommodate members of the community and Karen residents, however the parade was rained out.

5. Summer Youth Book Read

Youth Commissioner Gabriel Cederberg led two book discussion sessions in June of the memoir, *The Latehomecomer*, by Kao Kalia Yang. The book raises important human rights topics and was on the Roseville Area Schools summer reading list.

6. HRC Award

This year the Human Rights Commission called for nominations for individuals or organizations working to advance human rights for or in the Roseville community. The HRC received three nominations and found them all to be outstanding. On October 5, the Human Rights Commission and City Council will recognize the award recipient's efforts.

7. Selma: A Bridge to the Ballot Film Screening

The Human Rights Commission teamed up with the Shoreview Human Rights Commission to co-sponsor a screening of the film documentary, *Selma: A Bridge to the Ballot* which was held at the Roseville Library. Senator John Marty introduced the film and was available for

questions about voting rights after the screening. Ninety residents attended the screening and a passionate discussion about voting rights and human rights followed.

8. Civility Training

At the beginning of the year the City Council approved funding for the Human Rights Commission to host Civility Training at the Roseville Library. Presenters from the Institute for Civility in Government led discussions on how to incorporate civility into a broad range of life situations. The training was held on September 19 and the Roseville Library co-sponsored the event, adding \$1,000 towards the necessary \$3,000 to make the event happen. The Human Rights Commission secured \$300 from Roseville Rotary to help offset the costs. Additionally, the Roseville Library picked up the cost of the book, *Reclaiming Civility in the Public Square – 10 Rules That Work* for each participant. Almost thirty people attended the training and included Roseville public officials, and Roseville Area Schools Administration.

Accomplishments

1. Provided public forum on concerns and issues of Roseville citizens relating to human rights.
2. Continued to expand public understanding of human rights and appreciation of diversity.
3. Collaborated effectively with other Roseville groups and governmental entities.

Work Items for 2015/2016

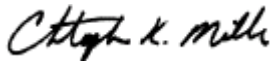
1. On Wednesday, October 7 the Human Rights Commission will lead the second Mental Health Community Conversation. The HRC has partnered again with NAMI to host a dialogue that will explore how to reduce stigma and provide education about youth and mental illness. The conversation will be held in the Willow Room of Roseville City Hall and is scheduled from 6:30 p.m. – 8:30 p.m.
2. The Commission plans to continue to facilitate the essay contest. The question this year asks students to explore voting rights. The Commission is not participating in the League of Human Rights Commission essay contest this year due to the Commission not being comfortable with the question prompt that was selected.
3. The Commission plans to host another naturalization ceremony in spring. Staff will work with the U.S. District Courts immigration staff starting in October to make arrangements.
4. The Commission would like to explore hosting further dialogues which may include issues surrounding mental health, aging, voting rights, fair housing, and jury selection racial discrimination.
5. The Commission will continue to explore ways it can enhance cultural awareness and understanding in the Roseville community.
6. The Commission will continue to seek opportunities to partner with local agencies or area Human Rights Commissions to advance human rights issues. One possible idea includes working with the League of Women Voters on voting rights topics as we head into the 2016 election.

Prepared by: Kari Collins, Assistant to the City Manager/City Clerk

REQUEST FOR COUNCIL ACTION

Date: 10/05/2015
Item No.: 12.a

Department Approval



City Manager Approval



Item Description: Public Hearing to Approve/Deny an On-Sale and Sunday Intoxicating Liquor License for Pizza Luce VIII, Inc located at 2851 Snelling Ave N.

BACKGROUND

Under City Code, a public hearing is required to consider approving liquor licenses for the current calendar year. The City has received an application for a 2015/2016 Liquor License as follows:

- ❖ Pizza Luce VIII, Inc – On-Sale and Sunday Intoxicating Liquor License
- ❖ Pizza Luce VIII, Inc – Outside Sales and Consumption Endorsement

The endorsement will be for the sale and consumption of alcoholic beverages outside of the licensed premises. Pizza Luce has a patio area outside their entrance for seasonal outdoor seating. Pizza Luce has also applied for a 2 AM Liquor License with the State of Minnesota.

Neither State Statute nor City Code limits the number of licenses that can be issued for On-Sale and Sunday Intoxicating Liquor licenses.

POLICY OBJECTIVE

The regulation of establishments that sell alcoholic beverages has been a long-standing practice by the State and the City.

FINANCIAL IMPACTS

The revenue that is generated from the license fees is used to offset the cost of police compliance checks, background investigations, enforcement of liquor laws, and license administration.

STAFF RECOMMENDATION

The applicant meets all requirements set forth under City Code. Staff recommends approval.

REQUESTED COUNCIL ACTION

Motion to approve Pizza Luce VIII, Inc's request for an On-Sale and Sunday Intoxicating Liquor License and Outside Sales and Consumption Endorsement located at 2851 Snelling Ave N.

Prepared by: Chris Miller, Finance Director
Attachments: A: Pizza Luce Application



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)
 444 Cedar Street, Suite 222, St. Paul, MN 55101-5133
 Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types:

- 1) City issued on sale intoxicating and Sunday liquor licenses
- 2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License Roseville License Period From: 11/1/15 To: 12/31/16

Circle One: New License License Transfer _____ Suspension Revocation Cancel _____
 (former licensee name) (Give dates)

License type: (circle all that apply) On Sale Intoxicating Sunday Liquor 3.2% On sale 3.2% Off Sale

Fee(s): On Sale License fee: \$⁷⁰⁰⁰1166.67 Sunday License fee: \$²⁰⁰50 3.2% On Sale fee: \$ _____ 3.2% Off Sale fee: \$ _____

Licensee Name: Pizza Luce Vill, Inc. DOB _____ Social Security # _____
 (corporation, partnership, LLC, or Individual)

Business Trade Name Pizza Luce Business Address 2851 Snelling Ave City Roseville

Zip Code 55113 County Ramsey Business Phone 651-789-6909 Home Phone _____

Home Address _____ City _____ Licensee's MN Tax ID # 39-29745
 (To Apply call 651-296-6181)

Licensee's Federal Tax ID # 47-1624945
 (To apply call IRS 800-829-4933)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

<u>Joseph Bernard Baier</u>	DOB	Social Security #	Home Address
Partner/Officer Name (First Middle Last)			
<u>Scott Herbert Nelson</u>		<u>see attached for complete info.</u>	
(Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
<u>Julie Jon Haywood</u>			
Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
<u>Laura Jayne Hansen</u>			

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Circle One: (Yes No) During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: SFM Policy # 46332.303

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.

City Clerk or County Auditor Signature _____ Date _____
 (title)

On Sale Intoxicating liquor licensees must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7504, or visit our website at www.dps.state.mn.us.

Date: October 5, 2015

Item: 14.a

Approve/Deny On-Sale Liquor
License for Pizza Luce

See Item 12.a

REQUEST FOR COUNCIL ACTION

Date: October 5, 2015
Item No.: 14.b

Department Approval

City Manager Approval



Item Description: Discussion of Civic Engagement Module Policy & Procedures

BACKGROUND

In March of 2015 the City Council approved a recommendation of the Community Engagement Commission to contract with Granicus to develop an electronic civic engagement module for integration with the City of Roseville website. A contract was executed with Granicus, which developed the Speak Up, Roseville module www.speakuproseville.org.

At the August 24 meeting staff brought forward policies and procedures for administering the civic engagement module and reviewed the layout of the Speak Up, Roseville site. After discussion it was determined that the module required further refinement. The City Council also requested that staff seek feedback from the Community Engagement Commission about the module and the policies and procedures developed to administer its use and return at a future City Council for further discussions.

During the September 10 Community Engagement Commission meeting, the Commission presented staff with its feedback and recommendations. The Commission's recommendations have been incorporated into the policy document, with the exception of section VII. Posting of Topics, about which staff is requesting City Council guidance. Specifically, the City Council should discuss the role of commissions in the posting of topics.

Staff has also been in contact with Granicus and will discuss design elements raised by the City Council during the August 24 meeting.

POLICIES AND PROCEDURES

Staff developed a Speak Up, Roseville Policies and Procedures manual to assist with the oversight and management of the module. The manual discusses responsibilities for day-to-day maintenance, interaction responsibilities, use requirements and restrictions, and topic selection, as well as other logistical items.

STAFF RECOMMENDATIONS

Staff recommends that the City Council accept the revised Speak Up, Roseville Policies and Procedures Manual after providing guidance on section VII. Posting of Topics and grant final approval for launch and integration of civic engagement module into City website.

REQUESTED COUNCIL ACTION

A motion to accept the revised Speak Up, Roseville! Policies and Procedures Manual and authorize staff to begin integration of civic engagement module into City website.

Prepared by: **Garry Bowman, Staff Liaison**

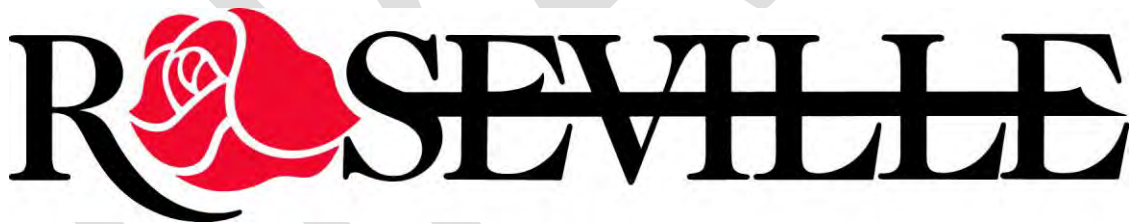
Attachments: A: Speak Up, Roseville Policies and Procedures Manual (revised 10/09/15)

B: Community Engagement Commission Speak Up, Roseville Policy – draft recommendations

CITY OF ROSEVILLE

SPEAKUP, ROSEVILLE!

POLICIES AND PROCEDURES



2660 CIVIC CENTER DRIVE
ROSEVILLE, MN 55113

Revised: 8/19/15

Speak Up, Roseville Policy - draft

August 2015

I. Policy

The City of Roseville will determine how its web-based civic engagement module, Speak Up, Roseville, will be designed, implemented and managed as part of its overall communication strategy.

II. Purpose

This policy establishes guidelines for the use of Speak Up, Roseville. The policy ensures the proper use of the civic engagement module by its employees and residents and establishes procedures for operating the module in a positive and informative fashion. Staff tasked with using the module shall have the responsibility to use these resources in an efficient, effective, ethical and lawful manner.

III. Scope

This policy applies specifically to the Speak Up, Roseville civic engagement module. The City's official website, www.cityofroseville.com shall remain the City's primary online medium for communicating information to the public.

IV. Definition

Speak Up, Roseville is a civic engagement module integrated into the City's website that allows for resident generation of questions and topic, feedback through discussions on selected topics, and direct feedback via surveys. The module allows residents to find out about ongoing Projects, create/share/vote on citizen-generated Ideas, and connect with other residents that share their interests.

V. General Conditions & Restrictions**Goals**

The goals of integrating a civic engagement module is:

- To promote the value and importance of civic participation among residents
- To sustain the productive involvement of its residents
- To engage a broader audience and generate fresh ideas
- To better inform residents of new and ongoing projects
- To seek feedback from residents about current and potential projects as well as issues of community or neighborhood concern
- To foster 2-way communications channels between the City and its residents, and to maintain an open, professional and responsive dialog with residents

VI. Management of Civic Engagement Module

Communications staff will be responsible for day-to-day maintenance of Speak Up, Roseville. Communications staff may at times rely on the expertise of additional city staff, the city manager, department heads, city councilmembers, and commissions to assist with interactions as necessary.

When using Speak Up, Roseville a representative of the City of Roseville will:

- Adhere to personnel policies
- Use appropriate language
- Not provide private or confidential information
- Not negatively comment on community partners or their services
- Not provide information related to pending decisions that would compromise negotiations
- Be aware that all content added to a site is subject to open records/right to know laws and discovery in legal cases

VII. Use

The primary use of Speak Up, Roseville will be for the City to better inform residents of new and ongoing projects and to receive feedback from residents about those projects and other issues of community concern. Speak Up, Roseville will also be a place where residents can share their own ideas, ask questions, and receive responses from the City.

VIII. Posting of Topics

City staff will be primarily tasked with generating and moderating topics for inclusion on Speak Up, Roseville City Councilmembers will also produce guidance for topics. Commission members may suggest topics for staff to include in discussion or forum section of the module. Inclusion of suggested topics made by commission members shall be determined by the City Manager. Resident's ideas and discussion items shall be posted in the Ideas section of the module; however should staff determine that an idea should be escalated to a discussion or forum item it may choose to do so after consultation with the City Manager. Staff interested in employing the survey function of Speak Up, Roseville shall do so only after receiving approval from the City Council. Staff will also make it known that the surveys are for informational purposes and are not meant to serve as scientific measurements of public opinion.

VIII. Posting of Topics (from CEC recommendations)

City staff will be primarily tasked with generating and moderating topics for inclusion on Speak Up, Roseville City Councilmembers [and the Community Engagement Commission](#) will also produce guidance for topics. ~~Commission members~~ [Commissions](#) may suggest topic for staff to include in discussion or forum section of the module. ~~Inclusion of suggested topics made by commission members shall be determined by the City Manager.~~ Resident's ideas and discussion items shall be posted in the Ideas section of the module; however should staff determine that an idea should be escalated to a discussion or forum item it may choose to do so after consultation with the City Manager. Staff [or Commissions](#) interested in employing the survey function of Speak Up, Roseville shall do so only after receiving approval from the City Council. Staff will also make it known that the surveys are for informational purposes and are not meant to serve as scientific measurements of public opinion.

IX. Hosting, Training, and Support

City of Roseville Communications staff will provide basic training to the primary staff members responsible for maintaining Speak Up, Roseville.

X. Data Retention

The City will comply with the Minnesota General Record Retention Schedule. Routine social media posts and comments by residents are considered "transitory correspondence," as defined by the Minnesota General Records Retention Schedule. These messages are not required to be retained.

XI. Disclaimer

The following disclaimer will be posted as a part of Speak Up, Roseville:

Speak Up, Roseville is operated by the City of Roseville. The City reserve the right, at our sole discretion, to change, modify, add or delete comments or posts, photos and video at any time.

Comments associated with unlawful activity or that contain offensive or vulgar language or photos, personal attacks on staff or members of the public, political endorsements of any kind, commercial advertisements or any other form of commercial solicitation will be removed.

The City of Roseville has the right to reproduce any pictures or videos to this site in any of its publications or websites or any other media outlets.

The views, postings or opinions expressed on this site do not necessarily reflect those of the City of Roseville.

XII. Advertising

The City of Roseville does not endorse any product, service, company or organization advertising through its civic engagement module.

XIII. Privacy Policy

The City of Roseville does not share information gathered through its social media sites with third parties for promotional purposes. However, any information you provide to the city is subject to the Minnesota Data Practices Act. This law classifies certain information as available to the public upon request.

XIV. Moderating Public Comments

City of Roseville staff, with administrative rights, will not edit posted comments, but may remove comments that are abusive; obscene; defamatory; in violation of the copyright, trademark right or other intellectual property right of any third party; or otherwise inappropriate or incorrect. The following may be removed by city staff:

- Potentially libelous comments
- Obscene, racist or homophobic comments
- Personal attacks, insults or threatening language
- Plagiarized material
- Private, personal information published without consent
- Comments totally unrelated to the topic of the forum
- Commercial promotions or spam
- Hyperlinks to material that is not directly related to the discussion
- Sexual content or links to sexual content
- Encourage or promote illegal activity
- Promote political campaigns or ballot measures
- Information that may compromise the safety or security of the public
- Posts by individuals using aliases or false names to utilize module

In addition, residents may flag abusive or offensive comments as part of the Speak Up, Roseville terms of use. Once a comment has been flagged it is removed from being displayed and placed into a queue for staff review. Should staff determine the comment to have violated the module's terms of conditions the comment will be deleted and the posting member warned. Repeated offensive posts may result in loss of posting privileges for the offending poster.

DRAFT

Speak Up, Roseville Policy - draft

As revised by the Community Engagement Commission

September 13, 2015

Original revised 08/19/2015; CEC Revisions 09-13-2015

I. Policy

The City of Roseville will determine how its web-based civic engagement module, SpeakUp, Roseville!, will be designed, implemented and managed as part of its overall communication strategy.

II. Purpose

The City has an overriding interest in deciding what is “asked” and “answered” on behalf of the City.

[Comment: The phrase “The City has an overriding interest in deciding what is asked” seems a little excessive if not totalitarian. The intent of Speak Up is to encourage two-way communication between residents and the City. . The City cannot decide what a resident asks as long the poster follows the requirements of Sections XI and XIV below.]

This policy establishes guidelines for the use of SpeakUp, Roseville!. The policy ensures the proper use of the civic engagement module by its employees and residents, and establishes procedures for operating the module in a positive and informative fashion. Staff tasked with using the module shall have the responsibility to use these resources in an efficient, effective, ethical and lawful manner.

III. Scope

This policy applies specifically to the SpeakUp, Roseville! civic engagement module. The City’s official Website, www.cityofroseville.com shall remain the City’s primary online medium for communicating information to the public.

IV. Definition

SpeakUp, Roseville! is a civic engagement module integrated into the City’s website that allows for Resident generation of questions and topics, feedback through discussions on selected topics and direct feedback via surveys. The module allows residents to find out about ongoing Projects, create/share/vote on citizen-generated Ideas, and connect with other residents that share their interests.

V. General Conditions & Restrictions

Goals

The goals of integrating a civic engagement module is:

- To promote the value and importance of civic participation among residents
- To sustain the productive involvement of its residents
- To engage a broader audience and generate fresh ideas
- To better inform residents of new and ongoing projects
- To seek feedback from residents about current and potential projects as well as issues of community or neighborhood concern
- To foster 2-way communications channels between the City and its residents, and to maintain an open, professional and responsive dialog with residents

VI. Management of Civic Engagement Module

Communications staff will be responsible for day-to-day maintenance of SpeakUp, Roseville! Communications staff may at times rely on the expertise of additional city staff, the city manager, department heads, and city councilmembers, and the Community Engagement Commission to assist with interactions.

When using SpeakUp, Roseville! *[Note: Missing a noun, who is the representative]* as a representative of the City of Roseville will:

- Adhere to personnel policies
- Use appropriate language
- Not provide private or confidential information
- Not negatively comment on community partners or their services
- Not provide information related to pending decisions that would compromise negotiations
- Be aware that all content added to a site is subject to open records/right to know laws and discovery in legal cases

VII. Use

The primary use of SpeakUp, Roseville! will be for the City to better inform residents of new and ongoing projects and to receive feedback from residents about those projects [and other issues of community concern](#). SpeakUp, Roseville! will also be a place where residents can share their own ideas, [ask questions](#), and receive responses from the City.

VIII. Posting of Topics

City staff will be primarily tasked with generating and moderating topics for inclusion on SpeakUp, Roseville! City Councilmembers [and the Community Engagement Commission](#) will also produce guidance for topics. ~~Commission members~~ [Commissions](#) may suggest topic for staff to include in discussion or forum section of the module. ~~Inclusion of suggested topics made by commission members shall be determined by the City Manager.~~ Resident's ideas and discussion items shall be posted in the Ideas section of the module; however should staff determine that an idea should be escalated to a discussion or forum item it may choose to do so after consultation with the City Manager. Staff [or Commissions](#) interested in employing the survey function of SpeakUp, Roseville! shall do so only after receiving approval from the City Council. Staff will also make it known that the surveys are for informational purposes and are not meant to serve as scientific measurements of public opinion.

IX. Hosting, Training, and Support

City of Roseville Communications staff will provide basic training to the primary staff members Responsible for maintaining SpeakUp, Roseville!

X. Data Retention

The City will comply with the Minnesota General Record Retention Schedule. Routine social media posts and comments by residents are considered "transitory correspondence," as defined by the Minnesota General Records Retention Schedule. These messages are not required to be retained.

XI. Disclaimer

The following disclaimer will be posted as a part of SpeakUp, Roseville!:

SpeakUp, Roseville! is operated by the City of Roseville. The City reserve the right, at our sole discretion, to change, modify, add or delete comments or posts, photos and video at any time. Comments associated with unlawful activity or that contain offensive or vulgar language or photos, personal attacks on staff or members of the public, political endorsements of any kind, commercial advertisements or any other form of commercial solicitation will be removed.

The City of Roseville has the right to reproduce any pictures or videos to this site in any of its publications or websites or any other media outlets.

The views, postings or opinions expressed on this site do not necessarily reflect those of the City

of Roseville.

XII. Advertising

The City of Roseville does not endorse any product, service, company or organization advertising through its civic engagement module.

XIII. Privacy Policy

The City of Roseville does not share information gathered through its social media sites with third parties for promotional purposes. However, any information you provide to the city is subject to the Minnesota Data Practices Act. This law classifies certain information as available to the public upon request.

XIV. Moderating Public Comments

City of Roseville staff, with administrative rights, will not edit posted comments, but may remove comments that are abusive; obscene; defamatory; in violation of the copyright, trademark right or other intellectual property right of any third party; or otherwise inappropriate or incorrect. The following may be removed by city staff:

- Potentially libelous comments
- Obscene or racist comments [or other discriminatory comments towards other marginalized groups](#)
- Personal attacks, insults or threatening language
- Plagiarized material
- Private, personal information published without consent
- Comments totally unrelated to the topic of the forum
- Commercial promotions or spam
- Hyperlinks to material that is not directly related to the discussion
- ~~Sexually~~ [Sexual](#) content or links to sexual content
- Encourage or promote illegal activity
- Promote political campaigns or ballot measures
- Information that may compromise the safety or security of the public
- Posts by individuals using aliases or false names to utilize module

In addition, residents may flag abusive or offensive comments as part of the SpeakUp, Roseville! Terms of use. Once a comment has been flagged it is removed from being displayed and placed into a queue for staff review. Should staff determine the comment to have violated the module's terms of conditions the comment will be deleted and the posting member warned. Repeated offensive posts may result in loss of posting privileges for the offending poster.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: October 5, 2015
Item No.: 15.a

Department Approval

City Manager Approval



Item Description: Discuss a Draft Ordinance Regarding Wildlife Management in Roseville

BACKGROUND

On August 10, 2015, Staff brought forward a draft of a wildlife management ordinance that prohibited the feeding of wild animals. Both the City Council and the members of the public felt that the draft ordinance was inadequate as it didn't directly address the high deer population and mitigation efforts to reduce the number of deer in Roseville.

Based on this direction, staff has drafted a more complete ordinance that prohibits the feeding of wildlife and establishes a deer management plan that allows for deer hunts within the City. The deer management plan requires a deer population count at least every two years, the determination of suitable deer habitat, educational outreach to the public about coexisting with deer, and the provision for the City Council to order a deer hunt within the City.

Staff has also drafted a Deer Population Management Program and Policy document for City Council review and approval. This document more specifically lays out the deer population management program. Staff will note that it is proposed that the deer population will only be reduced by an archery hunt. Police Chief Rick Mathwig does not recommend the use of sharpshooters.

POLICY OBJECTIVE

The intent of the proposed ordinance is limit the concentration of wild animals that can cause damage to gardens and landscaping and create a public safety danger for the traveling public.

FINANCIAL IMPACTS

The enforcement of the ordinance will require an undetermined amount of additional staff time to enforce and communicate the wildlife feeding ban, the deer management program, and any potential hunt. Communication about the wildlife management ordinance and plan will be included in existing public outreach tools and materials. The Community Development Department will enforce violations of the wildlife feeding ban. The Administration Department, working along with other City Departments, will oversee the deer management program.

STAFF RECOMMENDATION

Staff recommends that the City Council review and provide feedback on the proposed draft ordinance and policy. After review and making any desired changes, the City Council should schedule consideration of adoption of the ordinance at a future meeting.

REQUESTED COUNCIL ACTION

Will be based on discussion.

Prepared by: Patrick Trudgeon, City Manager, (651) 792-7021 pat.trudgeon@cityofroseville.com

Attachments:

- A. August 10, 2015 City Council Minutes
- B. Draft Wildlife Management Ordinance & Draft Deer Population Management Program and Policy

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Roll Call

Ayes: Willmus, Laliberte, Etten, and Roe.

Nays: McGehee.

Motion carried.

Given the current hour, Mayor Roe alerted those present that since members of the public were in attendance for the next item, the Council would address it; however, he could not guarantee the following item would have sufficient time for discussion yet tonight.

15. Business Items – Presentations/Discussions

a. Discussion on a Draft Ordinance Regarding Wildlife Management in Roseville

City Manager Trudgeon briefly reviewed this issue as detailed in the RCA dated August 10, 2015, and referenced the draft ordinance prepared by staff and the City Attorney to initiate discussions (Attachment A). Mr. Trudgeon noted a one-page proposed ordinance drafted by Councilmember McGehee and provided as a bench handout, *attached hereto and made a part hereof, entitled* “Proposed Ordinance Relating to the Banning of Deer Feeding in the City, Title 4, Chapter 411.”

At the request of Councilmember Laliberte, City Manager Trudgeon advised that this draft ordinance was not reviewed by the Parks & Recreation Commission for comment.

At the request of Councilmember Willmus, City Manager Trudgeon confirmed that model ordinances from other metropolitan cities were used, with this draft based primarily on that used by the City of Shoreview. When researching the issue and contacting other metropolitan cities, Mr. Trudgeon noted that many of them were in similar positions to the City of Roseville, and were seeking input on the City of Roseville’s research and recommendations.

Councilmember Willmus opined that the portion dealing with ground feeding and height of feeders in Councilmember McGehee’s draft addressed that better than the staff draft, one aspect he was interested in pursuing further.

City Manager Trudgeon clarified that it was not the intent of staff to get into the minutia of specific issues unless so directed, but the preference was to educate residents versus patrolling and enforcement.

Councilmember Willmus noted, acknowledged by City Manager Trudgeon, that the draft ordinance referenced a Wildlife Management Plan not yet created.

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Councilmember McGehee clarified that, from her recollection, previous discussions had been about a feeding ban, and if so, the staff draft ordinance was not at all what she was expecting to receive.

Mayor Roe stated that from his recollection, this was the direction staff was given.

Councilmember McGehee sought additional information including other types of wildlife in Roseville involving neighbors; some of the definitions in the staff draft actually addressing pets versus wild animals; creating too broad a feeding ban when the original intent was for a feeding ban to avoid deer eating vegetation; management of the regional deer herd by Ramsey County and whether permission from other communities was already a given; and whether that deer herd would congregate specifically in Roseville requiring the city to deal with it exclusively.

In response, City Manager Trudgeon clarified that the draft ordinance was intended to refer to wild animals versus domestic pets; confirming those communities in Ramsey County having given permission for management of the deer herd; and recognizing that it was unlikely that all deer would end up in Roseville, but the draft ordinance attempted to address migration patterns evidenced to-date.

Attempting to meet the educational efforts intended, Councilmember McGehee opined that a clear deer feeding ban should be in place as a first step, then if necessary allow Ramsey County an opportunity to reduce the deer number indicated in their most recent deer survey.

As a co-author of the draft ordinance, City Attorney Gaughan noted references to other wildlife compared to Councilmember McGehee's understanding of the deer feeding ban. Based on his recollection of direction to staff, Mr. Gaughan noted there had been other concerns raised by the public (e.g. raccoons) that also needed addressed; and even though he admitted this was new ground for him and staff to some extent, his approach was to address the issue with a broad brush that would then allow the City Council the opportunity to pare it down. Mr. Gaughan noted that the wild animal language came directly from the Shoreview feeding ban ordinance, and opined he thought it appropriate to include in this first draft to allow the City Council to determine what and what not to include. Mr. Gaughan reiterated that his recollection from public testimony indicated the issue went beyond just deer feeding.

Mayor Roe concurred with the recollection of public testimony, further noting that feeding of any wild animals had also been part of the City Council's discussion with the Parks & Recreation Commission.

To that point, City Attorney Gaughan responded that the City of St. Paul ordinance was strictly for enforcing a prohibition on feeding deer, and as a resident of

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St. Paul noted that there were rabbits and raccoons all around, but the local ordinance pointed only to deer. Mr. Gaughan reiterated that staff was working in the dark since as a community it was not clear what was actually needed.

Mayor Roe noted that wild turkeys and other wildlife were also problematic, and suggested may be why the Shoreview ordinance was broader.

Public Comment**Jim Bull, 3061 Woodbridge Street**

Mr. Bull echoed the comments of Councilmember McGehee that this was a deer issue in the community and there was no need to identify a broader wildlife feeding issue. Mr. Bull stated that deer would eat and if not fed they would find food elsewhere and that would mean continuing landscape issues. Mr. Bull opined that based on survey information, the missing piece was not a feeding ban, but to make sure the deer herd was not being overpopulated and precipitating the issue by creating a more widespread problem. Mr. Bull stated that the solution was to concentrate on managing the right number of deer in the city.

Roger Toogood, 601 Terrace Court

Mr. Toogood spoke in support of Mr. Bull's comments, expressing his disappointment with the "summary ordinance" based on previous discussions with the City Council and Parks & Recreation Commission indicting that feeding was only a small part of the problem and managing the deer herd was the real issue. Mr. Toogood noted that this draft ordinance didn't even discuss harvesting deer, and his understanding was that the ordinance in the packet was going to be presented and finally after all this time would be formally adopted by the City Council tonight, causing him further disappointment in hearing so much dissention among individual Council members. Mr. Toogood asked that the City Council face the issue head on and make a decision.

Timothy Callaghan, 3062 Shorewood Lane

Mr. Callaghan stated that his understanding was that the city was going to verify the actual acreage of deer habitat in this area; and opined that he didn't think the Park & Recreation Commission's research number was anywhere close to the actual but much larger. Mr. Callaghan further opined that some of the information received at the last discussion was incorrect, including the statement made that all green area shown on the map was public land, which was inaccurate since at least 1/3 of his backyard adjacent to Little Johanna had been identified as public.

Mr. Callaghan opined that the city was historically poor at enforcing its ordinances, and therefore why adopt this one. Mr. Callaghan also asked how much its enforcement would cost when there were other things brought forward needing attention.

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Mr. Callaghan reiterated his issues with the University of Northwestern and city's lack of enforcement of its noise ordinance that they had violated over 100 times in the last 12 years, and his inability to get city staff or police officers to address even though he was assured by City Manager Trudgeon in his former role as Community Development Director that he had personally checked it out, but if so it had not been observed by Mr. Callaghan. Mr. Callaghan noted the lack of enforcement in ticketing Northwestern students violating parking on Lydia Avenue, significantly impacting driving and narrowing that roadway. Mr. Callaghan questioned if only certain individuals in Roseville were treated as special.

Mr. Callaghan stated that his personal belief was to do no harm or cause injury to wild animals, and based on that philosophy he had no intention to pay for any control method, and based on the recent Supreme Court decision, that personal right had been justified and whatever the city did to control wildlife, he had no intention of paying for in any amount.

Mary Bridgeman, 471 Wagner Street

Ms. Bridgeman reiterated her issues with raccoons on her property due to neighbors feeding them, and the cost so far of over \$500 to eradicate them and take steps to mitigate their return. While supporting natural habitat, Ms. Bridgeman noted this wasn't the same as someone deliberately feeding wildlife and was not necessary when it created problems for neighbors, feces and damage to landscaping and other problems.

Motion

At approximately 10:00 p.m., Etten moved, seconded by Laliberte to extend the meeting to completion of discussion on this particular item.

Roll Call

Ayes: Ayes: McGehee, Willmus, Laliberte, Etten, and Roe.

Nays: None.

Bill Frank, 3141 Sandyhook Drive

Mr. Frank expressed disappointment in the draft ordinance, opining that he was convinced it would only address part of the problem, but something beyond a feeding ban was necessary. Mr. Frank addressed ramifications in feeding deer depending on the time of the year and significant impacts that could actually occur for deer with certain enzymes in their digestive tracts. Mr. Frank opined that this draft ordinance was the wrong solution, and while an ordinance against feeding deer may be great it would not solve the problem; further opining that a hunt was the only long-term solution to reduce deer herds in this quadrant.

City Council discussion and staff direction

As Councilmember McGehee spoke to earlier, Councilmember Willmus noted the mechanisms in place in surrounding communities to address the deer population. Whether in conjunction with a wildlife management plan simultaneously with the draft ordinance before the body, Councilmember Willmus opined that that was the

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direction needed. Councilmember Willmus stated that his position had not changed, and the time had come to address this issue.

Councilmember Etten addressed some technical issues he had with the draft ordinance and suggested the following revisions to staff's draft ordinance (Attachment C):

- Section 411.02: Definitions
Removal of items f – h retaining other definitions that related to potential wildlife evident in Roseville
- Incorporate Section 411.02 (Prohibitions) from Councilmember McGehee's draft ordinance into staff's draft ordinance, Section 411.03 (Prohibitions), replacing staff's second sentence verbatim with Councilmember McGehee's second sentence addressing the height component, but removing the reference to deer

Councilmember Etten agreed with the City Council discussion held with the Parks & Recreation Commission on the need for a wildlife feeding ban beyond just deer, noting that this would language as amended would address the amount of food and height restrictions for those desiring to feed deer.

In justifying the need for a feeding ban, Councilmember Etten opined that while it may not do much it may reduce the concentration if deer have trouble finding food and have to forage, further supporting natural eradication. Councilmember Etten recognized that this draft ordinance represented only a small step and he wanted to see a draft wildlife management plan and move that forward with the ordinance as a comprehensive plan.

Councilmember McGehee stated that she had additional problems with the suggestion to remove items f and f.

Mayor Roe noted that there appeared to be some confusion among Councilmembers and the public with the draft ordinances, and clarified that the draft prepared by staff and the City Attorney was included as Attachment C to the RCA, and Councilmember McGehee's draft submission was the one-page bench handout and specific to a deer feeding ban.

Councilmember McGehee suggested language in item a of Section 411.02 (Definitions) of staff's draft ordinance should stop at the comma simply stating "animals and birds, the keeping of which is licensed by the state or federal government." Would suffice and the remainder of the list was meaningless with few of them seen as wildlife, while some were actually kept as pets by some people. While unsure, Councilmember McGehee opined that item d in that section should be struck as well.

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However, Councilmember Etten noted that item d addressed domestic breeds, and while some of the items were applicable, it also set up that exemption.

Councilmember McGehee questioned whether feral cats should also be addressed since not a current problem, should not be excluded. Councilmember McGehee opined that the distinction should be in feeding outside versus inside pets; and also noted the need for the ordinance to provide an exemption for the Wildlife Rehabilitation Center, as well as exempting licensed animals or those used in a school setting for education and demonstration purposes.

Councilmember McGehee agreed that the ordinance should rely heavily on education at this point, but noted her inclusion of Section 411.04 (Penalties) in her draft ordinance to address fees that could become part of the City's annually adopted fee schedule. Councilmember McGehee suggested a brochure be created to be used along with the Neighborhood Enhancement Program (NEP) efforts and talked about annually; offering a copy of the St. Louis Park brochure as an example that addressed a variety of issues as part of those educational efforts while addressing problematic animals. Councilmember McGehee suggested this could be addressed under the City's existing nuisance ordinance versus a separate ordinance with court ramifications if not addressed even though she was not sure a significant problem existed to justify that process.

Councilmember McGehee stated that she didn't want to see the city come out initially with guns blazing, but preferred to encourage personal responsibility, providing residents with simple solutions for various wildlife issues requiring limited expenditures to mitigate. Councilmember McGehee opined that to impose a rigid and objectionable hunting program for Roseville when surrounding communities may or may not have a similar program seemed to be unnecessary, further opining that Ramsey County and the Department of Natural Resources were already tasked with that obligation and had the legal rights to manage the deer herd, negating any reason for the City to duplicate that at this time. Given plans for that fairly active program yet this fall, Councilmember McGehee opined that it should indicate a reduction in the herd.

Councilmember Laliberte agreed that it was disappointing that it had taken so long to get this draft ordinance, and suggested returning to the Parks & Recreation Commission for further vetting and to get a draft ordinance closer to what people were expecting. Councilmember Laliberte opined that discussing a feeding ban and what might happen next if this doesn't work was too much and a next step could address what might be appropriate if and when that didn't work. Councilmember Laliberte suggested the need for something allowing property owners to live on their property and do what they chose to do within reason in feeding non-nuisance animals, while at the same time addressing issues found in pockets of the community. However, Councilmember Laliberte stated that this draft was not what she envisioned, and didn't even reach a starting point for her.

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At the request of Mayor Roe, individual Councilmembers indicated their preference for a more comprehensive ordinance or wildlife management plan.

Councilmember Laliberte indicated that this draft ordinance went too far without addressing what happened next, especially with definitions of some animals referenced in items f and g. Councilmember Laliberte expressed interest in some of the ideas in Councilmember McGehee's draft that supported feeding of birds and squirrels; however, she noted it didn't address other concerns or provide a solution to safety and traffic issues specific to deer.

Mayor Roe opined that staff's draft provided a good first step and supported revising and removing some of the definitions, but to focus on what Roseville needed. Mayor Roe expressed interest in the height component in Councilmember McGehee's draft; and supported the penalty (Section 411.05) section in staff's draft as presented in that it didn't bar other resolutions but provided another tool. Under exemptions in staff's draft (Section 411.04), Mayor Roe noted language addressing other agents which he took to include the Wildlife Rehabilitation Center; and expressed interest for the management plan to include an option for a potential Roseville hunt. While the feeding ban got to the nuisance issue for neighboring properties, Mayor Roe opined that it needed to be balanced with code enforcement, recognizing that you had rights on your private property but as soon as that infringed on the ability of others and rights on their property it required some controls to be in place, as also addressed through the City's zoning and code enforcement ordinances. Mayor Roe recognized that some may think there is no harm feeding wildlife on their property, but further noted that wildlife didn't observe property boundaries, and created other issues beyond deer, and obvious in surrounding communities, whether wild turkeys, geese or other wildlife issues. While it may be a selfish desire for a property owner to see wild animals in their yards by feeding them, Mayor Roe noted that it could become detrimental to the natural health of that wildlife when it changed their natural habitat situation. Mayor Roe suggested it may be more beneficial to let wild animals be wild and not feed them on properties in Roseville, while the City addressed management of the deer herd when overpopulated.

In referencing previous discussions, Councilmember Laliberte noted the type of hunt was not identified or what triggers were activated if the hunt didn't work.

Mayor Roe opined that it made sense for this to return to the Park & Recreation Commission for their feedback.

Since this proposal originated with 14-15 complaints, and in her research of other ordinances (e.g. Shorewood) and prior to their enacting a feeding ban, Councilmember McGehee suggested it may be prudent for Councilmembers to read the results of that survey. Councilmember McGehee noted that some communities

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actually went out and sought where critical issues stood in their community, opining that was something rarely done in Roseville in the broader sense.

City Attorney Gaughan stated that the Parks & Recreation Commission had no interest in further hashing out this issue with the many other things they have on their plate. Regarding what may trigger a subsequent action, Mr. Gaughan admitted that neither he nor City Manager Trudgeon claimed to be experts in this area; and asked the City Council for their input on what sort of trigger or metric they preferred, or details on how they wanted that section of the ordinance to work.

Councilmember Laliberte suggested something about Department of Natural Resources (DNR) counts, with Councilmember in agreement and also recognizing counts from Ramsey County.

Mayor Roe noted his discussion of triggers at the previous meeting, and suggested if neighboring cities were participating with Ramsey County, the City of Roseville should do so since it made no sense not to participate.

Councilmember McGehee noted that Ramsey County had not asked the City of Roseville to participate and since many of its residents have asked not to participate, the City should listen to its constituents.

Mayor Roe clarified that just because people had differing opinions, it didn't mean that their City Council and its staff were not listening, suggesting that Councilmember McGehee was well aware of that.

Councilmember Laliberte questioned if there was a representative at Ramsey County who could talk to the City Council and how Roseville could factor into their efforts.

Mayor Roe noted that this had been part of the research of the Parks & Recreation Commission.

City Manager Trudgeon opined that tonight's discussion and ongoing dissention should allow an understanding by the City Council and the public of staff's dilemma in drafting this ordinance. For further direction, Mr. Trudgeon clarified that the consensus was a desire to maintain a wildlife feeding ban in some form and beyond deer; to draft a wildlife management plan with specific triggers identified; and provide next steps, including the hunting option contained in the draft ordinance.

Mayor Roe noted that this was at least the direction from three Councilmembers.

City Manager Trudgeon apologized while recognizing that this effort seemed to keep missing the mark, and was aware of the community's frustrations, but also

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noted it obviously was not a simple issue. If the intent was to focus only on deer, Mr. Trudgeon opined that the Parks & Recreation Commission had come forward with great recommendation, and suggested staff base options on that in drafting a wildlife management plan, further opining that he had not gotten that direction clearly during previous discussions, and seeking as much clarity in direction as possible.

At the request of Mayor Roe, Councilmember Willmus concurred with the need to reassess the situation after two years; with Councilmember Willmus further supporting getting in line with surrounding communities as soon as possible to be included in the DNR deer hunt.

Mayor Roe directed staff, majority opinion of the council, to draft a plan for the public and Councilmembers to respond to.

With agreement with that direction from Mayor Roe and consensus of the majority, City Attorney Gaughan clarified that the two year period for reassessing was specific to the hunt, but not appropriate for the ordinance itself. Mayor Roe noted that the City Council could also choose to re-evaluate it at any time.

Councilmember Laliberte clarified that she didn't want to wait another two years for more information on how to participate with Ramsey County but preferred that information immediately, which was duly noted by City Manager Trudgeon.

b. Discussion of 2015 – 2017 Policy Priority Planning Document
Deferred to a future meeting.

16. City Manager Future Agenda Review

17. Councilmember-Initiated Items for Future Meetings

18. Adjourn

McGehee moved, Willmus seconded, adjournment of the meeting at approximately 10:29 p.m.

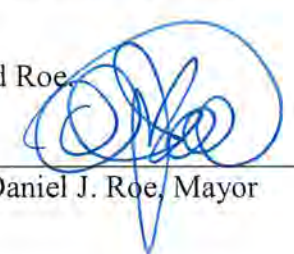
Roll Call

Ayes: Ayes: McGehee, Willmus, Laliberte, Etten, and Roe.

Nays: None.

ATTEST:


Patrick J. Trudgeon, City Manager


Daniel J. Roe, Mayor

**City of Roseville
ORDINANCE NO.**

AN ORDINANCE CREATING

TITLE 4, CHAPTER 411

**AN ORDINANCE TO RELATING TO THE MANAGEMENT OF WILDLIFE
IN THE CITY**

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Title 1, Chapter 411 of the Roseville City Code is created to read as follows:

411.01: PURPOSE

It is the purpose of this Chapter to manage wildlife within the city and eliminate intentional feeding of wild animals for the following reasons:

- (a) Management of wildlife in urban areas is important to the health of residents and the animals.
- (b) Population management of wildlife is necessary to ensure a stable balance of resources and the reduction in nuisances for residents.
- (c) Intentional feeding causes concentrations of wild animals which can destroy garden crops and landscaping in areas of the city.
- (d) Intentional feeding results in an increased potential of public safety problems including car/animal crashes and the spreading of diseases.

411.02: DEFINITIONS

Wild Animal. Any animal that is not normally domesticated in the state, including but not limited to raccoons, turkeys, coyotes, deer, feral cats, foxes, and skunks, ducks, geese, swans, herons, and egrets.

411.03: FEEDING OF WILD ANIMALS PROHIBITED

A. Except as hereinafter provided no person shall intentionally feed wild animals within the City.

B. Intentional feeding is defined as distributing one gallon or more of grain, vegetables, fruits, nuts, hay, or a salt lick on the ground or at a location less than 5 feet above the ground or at any other location or in any other manner that regularly attracts wild animals.

C. The provisions of Section 411.03 shall not apply to the following:

- 1. Persons maintaining incidental living food sources such as fruit trees and other live vegetation
- 2. Persons feeding common small backyard birds using self-enclosed feeding devices or containers at least 5 feet above the ground.
- 3. Employees or agents of the City, County, State, the Federal government or veterinarians who in the course of their official duties have wild animals in their custody or under their

management.

4. Persons caring for animals at the Roseville Wildlife Rehabilitation Center

5. Persons bringing wildlife into Roseville for educational purposes.

D. Violation of this ordinance provision will be subject to an administrative fine of \$100 for the first violation, \$200 for a second violation, and \$300 for each subsequent violation within a 24-month period. This section does not prohibit, prevent, or bar any other applicable remedies available at law for any conduct described in Section 411.03 including, but not limited to, nuisance abatement, civil injunction or criminal prosecution.

E. The Community Development Department is authorized to implement and enforce the provisions of 411.03. The Community Development Director shall promulgate rules, regulations, and/or policies consistent with all provisions herein.

F. Any person or persons against whom an administrative fine is imposed under Section 411.05 may appeal such administrative penalty pursuant to Chapter 102 of City Code.

411.04: DEER MANAGEMENT PLAN

A. The City shall develop and maintain a deer management program to manage the number of deer that may be adequately supported by suitable habitat within the City of Roseville. At a minimum, the deer management plan shall contain the following:

1. A bi-annual deer population count, as weather permits, using methodology endorsed or utilized by Ramsey County.

2. Determination of the amount of suitable deer habitat utilizing Minnesota Department of Natural Resources information and resources.

3. Tracking of the location of vehicle/deer accidents.

4. Provision of education to residents on the best management practices for coexisting with the deer population.

5. Annual reports to the City Council on the deer management program.

B. Notwithstanding other provisions of this Code, for purposes of managing the deer population in accordance with the adopted deer management program, deer hunts may from time to time be approved by the City Council, including the timing, location, method, and safety precautions, among other provisions, for such hunts.

411.05 SEVERABILITY

If any provision of this ordinance is found to be invalid for any reason by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

SECTION 2:Effective date. This ordinance shall take effect upon its passage and publication.

Signatures as follows on separate page:

1	5	<u>Ordinance – Title of Ordinance</u>	20	-
2	6		21	
3	7		22	
4	8		23	
	9	(SEAL)	24	
	10		25	
	11		26	
	12		27	
	13		28	
	14		29	
	15		30	
	16		31	
	17		32	
18	ATTEST:			
19				

CITY OF ROSEVILLE

BY: _____
Daniel J. Roe, Mayor

Patrick Trudgeon, City Manager

City of Roseville
Deer Population Management Program and Policy

Purpose of Policy:

Based on the City of Roseville's desire to balance the need for urban services with the protection and management of our natural surroundings, the city hereby authorizes its deer management program. The program is intended to maintain deer as an asset to the community; prevent starvation and disease from overpopulation of deer; reduce the number of motor vehicle accidents involving deer; and preserve and protect the land of property owners;

Scope

City staff will administer a program of deer management within the parameters established by this policy.

Deer Population Count

Bi-annually, an estimate of the deer population will be made using methodology endorsed by the Minnesota Department of Natural Resources (DNR) and conducted by Ramsey County. This information will also be shared with the DNR.

Suitable Deer Habitat

The amount of suitable deer habitat within Roseville will be determined by staff and updated periodically based on development trends. Suitable habitat within Roseville includes city-owned open space, private open space, wetlands (excluding water bodies), flood plains, and any other undeveloped land. Minnesota DNR wildlife specialists establish an upper limit on the number of deer that can be supported per square mile of suitable habitat.

Removal of Deer

The city may from time to time conduct a hunt in order to remove a portion of the deer within Roseville. The City Council may order a hunt at their discretion after reviewing the most recent deer population counts and amount of suitable deer habitat within Roseville. Deer may be removed through the use of an archery hunt.

The city must comply with DNR regulations regarding the removal of deer. This includes receiving any applicable permits and removing deer during periods authorized by the DNR. Removal methods must be approved by the DNR and must ensure the highest degree of safety to residents.

Vehicle/Deer Accidents

Staff will review the locations of vehicle/deer accidents and take reasonable steps to improve the safety of these areas when possible and feasible.

Educating Residents

The city will provide education to residents on the best management practices for coexisting with the deer population. Other community education efforts will be undertaken to inform residents about the deer management program.

Annual Report to City Council

Annually, city staff will provide the city council with a report on the status of the deer management program.

Approved by Roseville City Council: _____