



City Council Agenda

Monday, May 12, 2014

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. Approve Agenda |
| 6:05 p.m. | 3. Public Comment |
| 6:10 p.m. | 4. Council Communications, Reports and Announcements |
| 6:15 p.m. | 5. Recognitions, Donations and Communications |
| 6:20 p.m. | 6. Approve Minutes
a. Approve Minutes of May 5, 2014 Meeting |
| 6:25 p.m. | 7. Approve Consent Agenda
a. Approve Payments
b. Approve Business & Other Licenses & Permits
c. Approve General Purchases and Sale of Surplus items in excess of \$5000
d. Approve a Resolution Regarding the Public Improvements Associated with Kimco Realty Redevelopment
e. Approve the Tax Base Revitalization Account Contract between Metropolitan Council and City of Roseville for the Twin Lakes Apartments Project |
| 6:35 p.m. | 8. Consider Items Removed from Consent |
| | 9. General Ordinances for Adoption |
| | 10. Presentations |
| 6:40 p.m. | a. Roseville ACT on Alzheimers |
| 7:00 p.m. | b. Auditor's Report and Accept Audit |
| 7:15 p.m. | c. Recognize Bond Rating Upgrade |

11. Public Hearings

12. Budget Items

- 7:25 p.m. a. Receive Preliminary Report on the 2015 Budget & Tax Levy Impact Items

13. Business Items (Action Items)

- 7:45 p.m. a. Appoint Commissioner to Human Rights Commission
- 7:55 p.m. b. Consider Request for Approval of a Rezoning at 297-311 Co. Rd. B from LDR-1 to LDR-2 and a Preliminary Plat Creating Residential Lots
- 8:05 p.m. c. Authorize Project Packages for the Parks and Recreation Renewal Program

14. Business Items – Presentations/Discussions

- 9:20 p.m. **15. City Manager Future Agenda Review**

- 9:25 p.m. **16. Councilmember Initiated Items for Future Meetings**

- 9:30 p.m. **17. Adjourn**

Some Upcoming Public Meetings.....

Tuesday	May 13	6:30 p.m.	Finance Commission
Wednesday	May 14	6:30 p.m.	Ethics Commission
Tuesday	May 20	6:00 p.m.	Housing & Redevelopment Authority
Wednesday	May 21	6:30 p.m.	Human Rights Commission
Thursday	May 22	6:00 p.m.	Special City Council Meeting
Monday	May 26	-	City Offices Closed - Observation of Memorial Day
Tuesday	May 27	6:30 p.m.	Public Works, Environment & Transportation Commission
June			
Tuesday	Jun 3	6:30 p.m.	Parks & Recreation Commission
Wednesday	Jun 4	6:30 p.m.	Planning Commission
Monday	Jun 9	6:00 p.m.	City Council Meeting
Tuesday	June 10	6:30 p.m.	Finance Commission
Thursday	June 12	6:30 p.m.	Community Engagement Commission
Monday	Jun 16	6:00 p.m.	City Council Meeting

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

Date: May 12, 2014

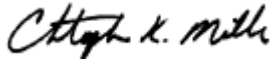
Item: 6.a

Approve Minutes of
May 5, 2014 Meeting

REQUEST FOR COUNCIL ACTION

Date: 5/12/2014
Item No.: 7.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	\$420,022.74
73574-73642	\$313,672.26
Total	\$733,695.00

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: 5/7/2014 - 8:33 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
73587	05/01/2014	Boulevard Landscaping	Operating Supplies	Central Landscape Supply	Garden Supplies	219.75
73587	05/01/2014	Boulevard Landscaping	Operating Supplies	Central Landscape Supply	Auger	49.70
Operating Supplies Total:						269.45
Fund Total:						269.45
73591	05/01/2014	Building Improvements	Professional Services	Duffy Engineering & Assoc., Inc.	City Hall, Public Works Roofing Proj	1,000.00
Professional Services Total:						1,000.00
Fund Total:						1,000.00
73588	05/01/2014	Central Svcs Equip Revolving	Rental - Copier Machines	Crabtree Companies, Inc.	Copier Supplies	130.67
Rental - Copier Machines Total:						130.67
Fund Total:						130.67
0	04/29/2014	Charitable Gambling	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Federal Incc	6.89
Federal Income Tax Total:						6.89
0	04/29/2014	Charitable Gambling	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	6.66
0	04/29/2014	Charitable Gambling	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	1.57
FICA Employee Ded. Total:						8.23

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	04/29/2014	Charitable Gambling	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	6.66
0	04/29/2014	Charitable Gambling	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	1.57
FICA Employers Share Total:						8.23
0	04/29/2014	Charitable Gambling	MN State Retirement	MSRS-Non Bank	PR Batch 00003.04.2014 Post Emplo	0.98
MN State Retirement Total:						0.98
0	04/29/2014	Charitable Gambling	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.04.2014 Pera Emplo	6.20
PERA Employee Ded Total:						6.20
0	04/29/2014	Charitable Gambling	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera Emplo	6.20
0	04/29/2014	Charitable Gambling	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera additio	0.98
PERA Employer Share Total:						7.18
0	04/29/2014	Charitable Gambling	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.04.2014 State Incom	4.10
State Income Tax Total:						4.10
Fund Total:						41.81
0	05/01/2014	Community Development	Credit Card Service Fees	US Bank-Non Bank	March Terminal Charges	1,048.74
Credit Card Service Fees Total:						1,048.74
0	04/29/2014	Community Development	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Federal Incc	3,336.20
Federal Income Tax Total:						3,336.20
0	04/29/2014	Community Development	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	396.47
0	04/29/2014	Community Development	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	1,695.27
FICA Employee Ded. Total:						2,091.74
0	04/29/2014	Community Development	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	1,695.27
0	04/29/2014	Community Development	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	396.47

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					FICA Employers Share Total:	2,091.74
73624	05/01/2014	Community Development	HSA Employee	Premier Bank	PR Batch 00003.04.2014 HSA Empl	50.00
					HSA Employee Total:	50.00
0	04/29/2014	Community Development	ICMA Def Comp	ICMA Retirement Trust 457-30022	PR Batch 00003.04.2014 ICMA Defe	435.01
					ICMA Def Comp Total:	435.01
73613	05/01/2014	Community Development	Memberships & Subscriptions	MNCAR Exchange	Exchange Membership Dues	225.00
					Memberships & Subscriptions Total:	225.00
0	04/29/2014	Community Development	MN State Retirement	MSRS-Non Bank	PR Batch 00003.04.2014 Post Emplo	251.60
					MN State Retirement Total:	251.60
0	04/29/2014	Community Development	MNDCP Def Comp	Great West- Non Bank	PR Batch 00003.04.2014 MNDCP De	670.00
					MNDCP Def Comp Total:	670.00
0	04/29/2014	Community Development	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.04.2014 Pera Emplo	1,702.06
					PERA Employee Ded Total:	1,702.06
0	04/29/2014	Community Development	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera Emplo	1,702.06
0	04/29/2014	Community Development	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera additio	272.31
					PERA Employer Share Total:	1,974.37
0	04/29/2014	Community Development	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.04.2014 State Incom	1,276.84
					State Income Tax Total:	1,276.84
73631	05/01/2014	Community Development	Telephone	Sprint	Cell Phones	121.22
					Telephone Total:	121.22

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Fund Total:						15,274.52
0	04/29/2014	Contracted Engineering Svcs	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Federal Incc	518.43
Federal Income Tax Total:						518.43
0	04/29/2014	Contracted Engineering Svcs	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	204.96
0	04/29/2014	Contracted Engineering Svcs	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	47.93
FICA Employee Ded. Total:						252.89
0	04/29/2014	Contracted Engineering Svcs	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	204.96
0	04/29/2014	Contracted Engineering Svcs	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	47.93
FICA Employers Share Total:						252.89
0	04/29/2014	Contracted Engineering Svcs	MN State Retirement	MSRS-Non Bank	PR Batch 00003.04.2014 Post Emplo	32.68
MN State Retirement Total:						32.68
0	04/29/2014	Contracted Engineering Svcs	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.04.2014 Pera Emplo	204.25
PERA Employee Ded Total:						204.25
0	04/29/2014	Contracted Engineering Svcs	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera additio	32.68
0	04/29/2014	Contracted Engineering Svcs	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera Emplo	204.25
PERA Employer Share Total:						236.93
0	04/29/2014	Contracted Engineering Svcs	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.04.2014 State Incom	175.00
State Income Tax Total:						175.00
Fund Total:						1,673.07
0	05/01/2014	East Metro SWAT	Operating Supplies	Streicher's	Riot Supplies	502.29

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Operating Supplies Total:						502.29
73583	05/01/2014	East Metro SWAT	Professional Services	American Messaging	Interpreter Service	185.37
Professional Services Total:						185.37
0	05/01/2014	East Metro SWAT	Use Tax Payable	Streicher's	Sales/Use Tax	-32.31
Use Tax Payable Total:						-32.31
Fund Total:						655.35
73575	04/30/2014	Fire Station 2011	Professional Services	D & M Iron Works, Inc.	Structural Steel Supplies	1,146.00
73575	04/30/2014	Fire Station 2011	Professional Services	D & M Iron Works, Inc.	Retainage Release	18,145.55
73576	04/30/2014	Fire Station 2011	Professional Services	Gorham Oien Mechanical	Plumbing/Heating/Piping	3,262.00
73576	04/30/2014	Fire Station 2011	Professional Services	Gorham Oien Mechanical	Retainage Release	60,315.05
73577	04/30/2014	Fire Station 2011	Professional Services	High Performance Coatings	Painting	3,696.00
73577	04/30/2014	Fire Station 2011	Professional Services	High Performance Coatings	Retainage Release	3,740.60
73578	04/30/2014	Fire Station 2011	Professional Services	Maxx Steel Erectors	Retainage Release	6,453.65
73579	04/30/2014	Fire Station 2011	Professional Services	Midwest Asphalt Corporation	Retainage Release	9,903.70
73580	04/30/2014	Fire Station 2011	Professional Services	Optimum Mechanical Systems, Inc	Testing & Balancing	542.50
73580	04/30/2014	Fire Station 2011	Professional Services	Optimum Mechanical Systems, Inc	Retainage Release	515.38
Professional Services Total:						107,720.43
Fund Total:						107,720.43
0	05/01/2014	General Fund	209000 - Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax-March	235.36
209000 - Sales Tax Payable Total:						235.36
0	05/01/2014	General Fund	209001 - Use Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax-March	10.80
73620	05/01/2014	General Fund	209001 - Use Tax Payable	Overhead Door Co of the Northland	Sales/Use Tax	-0.46
0	05/01/2014	General Fund	209001 - Use Tax Payable	Park Supply of America, Inc.	Sales/Use Tax	-0.04
73634	05/01/2014	General Fund	209001 - Use Tax Payable	Trio Supply Company	Sales/Use Tax	-0.03
209001 - Use Tax Payable Total:						10.27

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	05/01/2014	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	208.64
0	05/01/2014	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	211.00
0	05/01/2014	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	136.61
211402 - Flex Spending Health Total:						556.25
0	05/01/2014	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	769.24
0	05/01/2014	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	192.31
211403 - Flex Spend Day Care Total:						961.55
73636	05/01/2014	General Fund	Clothing	Uniforms Unlimited, Inc.	Uniform Supplies	10.00
73636	05/01/2014	General Fund	Clothing	Uniforms Unlimited, Inc.	Uniform Supplies	457.99
Clothing Total:						467.99
73620	05/01/2014	General Fund	Contract Maint. - City Hall	Overhead Door Co of the Northlanc	Heavy Duty Trolley	3,314.46
73620	05/01/2014	General Fund	Contract Maint. - City Hall	Overhead Door Co of the Northlanc	Police Door Repair	149.95
Contract Maint. - City Hall Total:						3,464.41
0	05/01/2014	General Fund	Contract Maintenance	City of St. Paul	Radio Maintenance	465.80
0	05/01/2014	General Fund	Contract Maintenance	City of St. Paul	CAD Service	675.00
73625	05/01/2014	General Fund	Contract Maintenance	Ramsey County	Fleet Support Fee-April	202.80
Contract Maintenance Total:						1,343.60
0	05/01/2014	General Fund	Contract Maintenance Vehicles	Emergency Apparatus Maint. Inc	Auto Eject	365.75
73593	05/01/2014	General Fund	Contract Maintenance Vehicles	Emergency Response Solutions, LL	Hose	74.58
Contract Maintenance Vehicles Total:						440.33
0	05/01/2014	General Fund	Contract Maintenance	City of St. Paul	Street Light Maintenance	3,237.05
0	05/01/2014	General Fund	Contract Maintenance	City of St. Paul	Street Light Maintenance	7,822.62
Contract Maintenance Total:						11,059.67
0	04/29/2014	General Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	-221.45
0	04/29/2014	General Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Federal Incc	30,836.83

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Federal Income Tax Total:						30,615.38
0	04/29/2014	General Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	7,026.04
0	04/29/2014	General Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	3,950.29
FICA Employee Ded. Total:						10,976.33
0	04/29/2014	General Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	7,026.04
0	04/29/2014	General Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	3,950.29
FICA Employers Share Total:						10,976.33
73624	05/01/2014	General Fund	HSA Employee	Premier Bank	PR Batch 00003.04.2014 HSA Empl	2,085.78
HSA Employee Total:						2,085.78
0	04/29/2014	General Fund	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00003.04.2014 ICMA Defe	2,941.87
ICMA Def Comp Total:						2,941.87
73612	05/01/2014	General Fund	Memberships & Subscriptions	MN Board Peace Ofc Stds & Trng	Police Licensing Fee-Zachary Wiesne	90.00
73642	05/02/2014	General Fund	Memberships & Subscriptions	MN Board Peace Ofc Stds & Trng	Police Licensing-Crystal Jones	90.00
Memberships & Subscriptions Total:						180.00
0	04/29/2014	General Fund	MN State Retirement	MSRS-Non Bank	PR Batch 00003.04.2014 Post Emplo	2,770.13
MN State Retirement Total:						2,770.13
0	04/29/2014	General Fund	MNDCP Def Comp	Great West- Non Bank	PR Batch 00003.04.2014 MNDCP De	6,768.65
MNDCP Def Comp Total:						6,768.65
0	05/01/2014	General Fund	Motor Fuel	MN Dept of Revenue-Non Bank	March Fuel Tax	336.59
0	05/01/2014	General Fund	Motor Fuel	Yocum Oil	2014 Blanket PO for Fuel - 2014 Stat	11,779.70
Motor Fuel Total:						12,116.29
0	05/01/2014	General Fund	Op Supplies - City Hall	Park Supply of America, Inc.	Plumbing Supplies	39.98

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Op Supplies - City Hall Total:						39.98
73584	05/01/2014	General Fund	Operating Supplies	Batteries Plus Bulbs	Lithium Coin Battery	2.49
0	05/01/2014	General Fund	Operating Supplies	City of St. Paul	Paper	510.00
73600	05/01/2014	General Fund	Operating Supplies	Impressive Print	Invoice Paper	365.00
73605	05/01/2014	General Fund	Operating Supplies	Martin Marietta Materials Inc	1/4 W Chips	590.70
73614	05/01/2014	General Fund	Operating Supplies	Modern Marketing	Fingerprint Supplies	265.94
0	05/01/2014	General Fund	Operating Supplies	Steve Zweber	Internet, Weather Monitor Expenses F	76.83
Operating Supplies Total:						1,810.96
73634	05/01/2014	General Fund	Operating Supplies City Garage	Trio Supply Company	Roll Towels	194.83
Operating Supplies City Garage Total:						194.83
0	04/29/2014	General Fund	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.04.2014 Pera Emplo	22,819.59
PERA Employee Ded Total:						22,819.59
0	04/29/2014	General Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera additio	940.45
0	04/29/2014	General Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera Emplo	31,290.56
PERA Employer Share Total:						32,231.01
0	05/01/2014	General Fund	Postage	Pitney Bowes - Non Bank	April Postage	3,000.00
Postage Total:						3,000.00
73608	05/01/2014	General Fund	Professional Services	Metropolitan Courier Corp.	Courier Service	753.00
73632	05/01/2014	General Fund	Professional Services	Sheila Stowell	City Council Meeting Minutes	193.75
73632	05/01/2014	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	4.87
73632	05/01/2014	General Fund	Professional Services	Sheila Stowell	PWET Meeting Minutes	218.75
73632	05/01/2014	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	4.87
Professional Services Total:						1,175.24
0	04/29/2014	General Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.04.2014 State Incom	-62.46
0	04/29/2014	General Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.04.2014 State Incom	12,531.21

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
State Income Tax Total:						12,468.75
73631	05/01/2014	General Fund	Telephone	Sprint	Cell Phones	39.56
73631	05/01/2014	General Fund	Telephone	Sprint	Cell Phones	157.92
73631	05/01/2014	General Fund	Telephone	Sprint	Cell Phones	18.79
73631	05/01/2014	General Fund	Telephone	Sprint	Cell Phones	265.65
Telephone Total:						481.92
73603	05/01/2014	General Fund	Training	Mona Langston	Intercultural Diversity Training	675.00
73622	05/01/2014	General Fund	Training	Pepperball	Projectiles	1,507.50
73625	05/01/2014	General Fund	Training	Ramsey County	Range Use	1,020.00
Training Total:						3,202.50
0	05/01/2014	General Fund	Transportation	Steve Zweber	Mileage Reimbursement	214.48
Transportation Total:						214.48
0	05/01/2014	General Fund	Vehicle Supplies	Allegis Corporation	Pull Action Clamp	285.06
0	05/01/2014	General Fund	Vehicle Supplies	Fastenal Company Inc.	2014 Blanket PO For Vehicle Repairs	14.37
73596	05/01/2014	General Fund	Vehicle Supplies	Frontier Ag & Turf	Wiper Motor	411.56
0	05/01/2014	General Fund	Vehicle Supplies	Grainger Inc	2014 Blanket PO For Vehicle Repairs	20.73
0	05/01/2014	General Fund	Vehicle Supplies	Grainger Inc	2014 Blanket PO For Vehicle Repairs	2.17
0	05/01/2014	General Fund	Vehicle Supplies	McMaster-Carr Supply Co	2014 Blanket PO For Vehicle Repairs	72.21
0	05/01/2014	General Fund	Vehicle Supplies	MES, Inc.	Gas Monitor	330.98
0	05/01/2014	General Fund	Vehicle Supplies	Napa Auto Parts	2014 Blanket PO For Vehicle Repairs	19.47
0	05/01/2014	General Fund	Vehicle Supplies	Napa Auto Parts	2014 Blanket PO For Vehicle Repairs	14.49
73626	05/01/2014	General Fund	Vehicle Supplies	Rosedale Chevrolet	2014 Blanket PO For Vehicle Repairs	256.23
73628	05/01/2014	General Fund	Vehicle Supplies	Roseville Chrysler Jeep Dodge	2014 Blanket PO for Vehicle Repairs	283.60
73628	05/01/2014	General Fund	Vehicle Supplies	Roseville Chrysler Jeep Dodge	2014 Blanket PO for Vehicle Repairs	283.60
73633	05/01/2014	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	2014 Blanket PO for Vehicle Repairs	1,876.85
73633	05/01/2014	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	2014 Blanket PO for Vehicle Repairs	125.27
Vehicle Supplies Total:						3,996.59
Fund Total:						179,606.04
73637	05/01/2014	General Fund Donations	K-9 Supplies	University of Minnesota-VMC	K9 Supplies	96.79

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					K-9 Supplies Total:	96.79
					Fund Total:	96.79
0	05/01/2014	Golf Course	Credit Card Fees	US Bank-Non Bank	March Terminal Charges	87.64
					Credit Card Fees Total:	87.64
0	04/29/2014	Golf Course	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Federal Incc	548.49
					Federal Income Tax Total:	548.49
0	04/29/2014	Golf Course	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	404.98
0	04/29/2014	Golf Course	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	94.71
					FICA Employee Ded. Total:	499.69
0	04/29/2014	Golf Course	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	94.71
0	04/29/2014	Golf Course	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	404.98
					FICA Employers Share Total:	499.69
73624	05/01/2014	Golf Course	HSA Employee	Premier Bank	PR Batch 00003.04.2014 HSA Empl	76.92
					HSA Employee Total:	76.92
0	04/29/2014	Golf Course	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00003.04.2014 ICMA Defe	50.00
					ICMA Def Comp Total:	50.00
0	04/29/2014	Golf Course	MN State Retirement	MSRS-Non Bank	PR Batch 00003.04.2014 Post Emplo	56.45
					MN State Retirement Total:	56.45
0	04/29/2014	Golf Course	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.04.2014 Pera Empl	383.84
					PERA Employee Ded Total:	383.84

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	04/29/2014	Golf Course	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera Emplo	383.84
0	04/29/2014	Golf Course	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera additio	61.41
PERA Employer Share Total:						445.25
0	04/29/2014	Golf Course	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.04.2014 State Incom	278.22
State Income Tax Total:						278.22
0	05/01/2014	Golf Course	State Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax-March	38.58
State Sales Tax Payable Total:						38.58
0	05/01/2014	Golf Course	Use Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax-March	47.64
Use Tax Payable Total:						47.64
Fund Total:						3,012.41
0	04/29/2014	Information Technology	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Federal Incc	3,506.58
Federal Income Tax Total:						3,506.58
0	04/29/2014	Information Technology	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	1,890.65
0	04/29/2014	Information Technology	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	442.16
FICA Employee Ded. Total:						2,332.81
0	04/29/2014	Information Technology	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	1,890.65
0	04/29/2014	Information Technology	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	442.16
FICA Employers Share Total:						2,332.81
73624	05/01/2014	Information Technology	HSA Employee	Premier Bank	PR Batch 00003.04.2014 HSA Empl	181.54
HSA Employee Total:						181.54
0	04/29/2014	Information Technology	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00003.04.2014 ICMA Defe	325.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					ICMA Def Comp Total:	325.00
0	04/29/2014	Information Technology	MN State Retirement	MSRS-Non Bank	PR Batch 00003.04.2014 Post Emplo	315.95
					MN State Retirement Total:	315.95
0	04/29/2014	Information Technology	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.04.2014 Pera Emplo	1,974.80
					PERA Employee Ded Total:	1,974.80
0	04/29/2014	Information Technology	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera additio	315.95
0	04/29/2014	Information Technology	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera Emplo	1,974.80
					PERA Employer Share Total:	2,290.75
0	04/29/2014	Information Technology	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.04.2014 State Incom	1,371.59
					State Income Tax Total:	1,371.59
					Fund Total:	14,631.83
0	05/01/2014	Internal Service - Interest	Investment Income	RVA- Non Bank	March Interest	228.19
					Investment Income Total:	228.19
					Fund Total:	228.19
0	04/29/2014	License Center	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Federal Incc	2,830.03
					Federal Income Tax Total:	2,830.03
0	04/29/2014	License Center	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	1,759.05
0	04/29/2014	License Center	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	411.38
					FICA Employee Ded. Total:	2,170.43
0	04/29/2014	License Center	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	1,759.05

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	04/29/2014	License Center	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	411.38
					FICA Employers Share Total:	2,170.43
73624	05/01/2014	License Center	HSA Employee	Premier Bank	PR Batch 00003.04.2014 HSA Empl	69.84
					HSA Employee Total:	69.84
0	04/29/2014	License Center	MN State Retirement	MSRS-Non Bank	PR Batch 00003.04.2014 Post Emplo	300.08
					MN State Retirement Total:	300.08
0	04/29/2014	License Center	MNDCP Def Comp	Great West- Non Bank	PR Batch 00003.04.2014 MNDCP De	50.00
					MNDCP Def Comp Total:	50.00
0	04/29/2014	License Center	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.04.2014 Pera Emplo	1,817.67
					PERA Employee Ded Total:	1,817.67
0	04/29/2014	License Center	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera Emplo	1,817.67
0	04/29/2014	License Center	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera additio	290.83
					PERA Employer Share Total:	2,108.50
0	05/01/2014	License Center	Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax-March	557.96
					Sales Tax Payable Total:	557.96
0	04/29/2014	License Center	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.04.2014 State Incom	1,229.01
					State Income Tax Total:	1,229.01
0	05/01/2014	License Center	Transportation	Jill Theisen	Mileage Reimbursement	272.16
					Transportation Total:	272.16
					Fund Total:	13,576.11

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
73601	05/01/2014	Multi-Family&Housing Program	1840 Hamline Attorney Fees	Kennedy & Graven, Chartered	Legal Services	318.50
1840 Hamline Attorney Fees Total:						318.50
Fund Total:						318.50
73629	05/01/2014	Municipal Community Band	Miscellaneous Expense	Sierra Schadeegg	Community Band Scholarship Winner	500.00
Miscellaneous Expense Total:						500.00
Fund Total:						500.00
0	05/01/2014	Municipal Jazz Band	Professional Services	Glen Newton	Big Band Director-March 2014	250.00
0	05/01/2014	Municipal Jazz Band	Professional Services	Glen Newton	Big Band Director-April 2014	250.00
Professional Services Total:						500.00
Fund Total:						500.00
0	04/29/2014	P & R Contract Maintenance	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Federal Inco	2,117.28
Federal Income Tax Total:						2,117.28
0	04/29/2014	P & R Contract Maintenance	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	1,257.17
0	04/29/2014	P & R Contract Maintenance	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	294.01
FICA Employee Ded. Total:						1,551.18
0	04/29/2014	P & R Contract Maintenance	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	294.01
0	04/29/2014	P & R Contract Maintenance	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	1,257.17
FICA Employers Share Total:						1,551.18
73624	05/01/2014	P & R Contract Maintenance	HSA Employee	Premier Bank	PR Batch 00003.04.2014 HSA Empl	213.84
73624	05/01/2014	P & R Contract Maintenance	HSA Employee	Premier Bank	PR Batch 00003.04.2014 HSA WI En	34.62

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					HSA Employee Total:	248.46
0	04/29/2014	P & R Contract Maintenance	MN State Retirement	MSRS-Non Bank	PR Batch 00003.04.2014 Post Emplo	197.72
					MN State Retirement Total:	197.72
0	04/29/2014	P & R Contract Maintenance	MNDCP Def Comp	Great West- Non Bank	PR Batch 00003.04.2014 MNDCP De	130.00
					MNDCP Def Comp Total:	130.00
0	04/29/2014	P & R Contract Maintenance	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.04.2014 Pera Emplo	1,284.52
					PERA Employee Ded Total:	1,284.52
0	04/29/2014	P & R Contract Maintenance	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera additio	205.53
0	04/29/2014	P & R Contract Maintenance	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera Emplo	1,284.52
					PERA Employer Share Total:	1,490.05
0	05/01/2014	P & R Contract Maintenance	Rental	Jimmys Johnnys, Inc	Toilet Rental	44.50
0	05/01/2014	P & R Contract Maintenance	Rental	Jimmys Johnnys, Inc	Toilet Rental	44.50
0	05/01/2014	P & R Contract Maintenance	Rental	Jimmys Johnnys, Inc	Toilet Rental	44.50
0	05/01/2014	P & R Contract Maintenance	Rental	Jimmys Johnnys, Inc	Toilet Rental	52.36
0	05/01/2014	P & R Contract Maintenance	Rental	Jimmys Johnnys, Inc	Toilet Rental	50.40
					Rental Total:	236.26
0	05/01/2014	P & R Contract Maintenance	Sales Tax	MN Dept of Revenue-Non Bank	Sales/Use Tax-March	128.77
					Sales Tax Total:	128.77
0	04/29/2014	P & R Contract Maintenance	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.04.2014 State Incom	986.93
					State Income Tax Total:	986.93
73631	05/01/2014	P & R Contract Maintenance	Telephone	Sprint	Cell Phones	189.15
					Telephone Total:	189.15
0	05/01/2014	P & R Contract Maintenance	Use Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax-March	3.59

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Use Tax Payable Total:	3.59
					Fund Total:	10,115.09
73574	04/29/2014	Park Renewal 2011	Land Acquisition	Land Title, Inc.	Earnest Money for Land Acquisistion	5,000.00
					Land Acquisition Total:	5,000.00
					Fund Total:	5,000.00
73609	05/01/2014	Police - DWI Enforcement	Professional Services	MidAmerica Auctions, Inc	Vehicle Storage	1,450.00
					Professional Services Total:	1,450.00
					Fund Total:	1,450.00
0	04/29/2014	Police Grants	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	-44.41
0	04/29/2014	Police Grants	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Federal Incc	708.91
					Federal Income Tax Total:	664.50
0	04/29/2014	Police Grants	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	69.12
					FICA Employee Ded. Total:	69.12
0	04/29/2014	Police Grants	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	69.12
					FICA Employers Share Total:	69.12
73624	05/01/2014	Police Grants	HSA Employee	Premier Bank	PR Batch 00003.04.2014 HSA Empl	67.21
					HSA Employee Total:	67.21
0	04/29/2014	Police Grants	MN State Retirement	MSRS-Non Bank	PR Batch 00003.04.2014 Post Emplo	49.62

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
MN State Retirement Total:						49.62
0	04/29/2014	Police Grants	MNDCP Def Comp	Great West- Non Bank	PR Batch 00003.04.2014 MNDCP De	106.52
MNDCP Def Comp Total:						106.52
0	04/29/2014	Police Grants	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.04.2014 Pera Emplo	506.10
PERA Employee Ded Total:						506.10
0	04/29/2014	Police Grants	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera Emplo	759.15
PERA Employer Share Total:						759.15
0	04/29/2014	Police Grants	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.04.2014 State Incom	246.68
0	04/29/2014	Police Grants	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.04.2014 State Incom	-12.52
State Income Tax Total:						234.16
Fund Total:						2,525.50
73590	05/01/2014	Police Vehicle Revolving	Vehicles & Equipment	Dodge of Burnsville, Inc.	Qty 1: 2014 Dodge 1500 Crew Trades	19,913.00
Vehicles & Equipment Total:						19,913.00
Fund Total:						19,913.00
73581	05/01/2014	Recreation Fund	Collected Insurance Fee	Ferial Abraham	CPR Class Refund	2.00
73607	05/01/2014	Recreation Fund	Collected Insurance Fee	Gina McGovern	Junior Tennis League Refund	2.00
73616	05/01/2014	Recreation Fund	Collected Insurance Fee	Nicole Moriarty	Preschool Gymnastics Refund	1.00
73627	05/01/2014	Recreation Fund	Collected Insurance Fee	Roseville Area High School	Shelter Rental Refund-Darfur Event	5.00
Collected Insurance Fee Total:						10.00
0	05/01/2014	Recreation Fund	Contract Maintenance	Printers Service Inc	Ice Knife Sharpening	130.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Contract Maintenance Total:						130.00
0	05/01/2014	Recreation Fund	Credit Card Fees	US Bank-Non Bank	March Terminal Charges	226.47
Credit Card Fees Total:						226.47
0	04/29/2014	Recreation Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Federal Incc	4,219.15
Federal Income Tax Total:						4,219.15
73581	05/01/2014	Recreation Fund	Fee Program Revenue	Ferial Abraham	CPR Class Refund	53.00
73581	05/01/2014	Recreation Fund	Fee Program Revenue	Ferial Abraham	CPR Class Refund	6.00
73607	05/01/2014	Recreation Fund	Fee Program Revenue	Gina McGovern	Junior Tennis League Refund	8.00
73607	05/01/2014	Recreation Fund	Fee Program Revenue	Gina McGovern	Junior Tennis League Refund	62.00
73616	05/01/2014	Recreation Fund	Fee Program Revenue	Nicole Moriarty	Preschool Gymnastics Refund	4.00
73616	05/01/2014	Recreation Fund	Fee Program Revenue	Nicole Moriarty	Preschool Gymnastics Refund	37.00
73616	05/01/2014	Recreation Fund	Fee Program Revenue	Nicole Moriarty	Preschool Gymnastics Refund	6.00
73627	05/01/2014	Recreation Fund	Fee Program Revenue	Roseville Area High School	Shelter Rental Refund-Darfur Event	60.92
73627	05/01/2014	Recreation Fund	Fee Program Revenue	Roseville Area High School	Key Deposit Refund	25.00
Fee Program Revenue Total:						261.92
0	04/29/2014	Recreation Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	749.82
0	04/29/2014	Recreation Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	3,206.09
FICA Employee Ded. Total:						3,955.91
0	04/29/2014	Recreation Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	3,206.09
0	04/29/2014	Recreation Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	749.82
FICA Employers Share Total:						3,955.91
73624	05/01/2014	Recreation Fund	HSA Employee	Premier Bank	PR Batch 00003.04.2014 HSA Empl	330.19
HSA Employee Total:						330.19
0	04/29/2014	Recreation Fund	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00003.04.2014 ICMA Defe	525.00
ICMA Def Comp Total:						525.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	04/29/2014	Recreation Fund	MN State Retirement	MSRS-Non Bank	PR Batch 00003.04.2014 Post Emplo	398.10
MN State Retirement Total:						398.10
0	04/29/2014	Recreation Fund	MNDCP Def Comp	Great West- Non Bank	PR Batch 00003.04.2014 MNDCP De	1,270.00
MNDCP Def Comp Total:						1,270.00
0	05/01/2014	Recreation Fund	Operating Supplies	Becker Arena Products, Inc.	Sealer	31.43
0	05/01/2014	Recreation Fund	Operating Supplies	Grainger Inc	Soap, Roll Towels	66.90
0	05/01/2014	Recreation Fund	Operating Supplies	Grainger Inc	Adapters, Duct Tape	29.94
0	05/01/2014	Recreation Fund	Operating Supplies	Grainger Inc	Picture Hangers, Hex Nuts	20.25
0	05/01/2014	Recreation Fund	Operating Supplies	Grainger Inc	Upright Vacuum	275.05
0	05/01/2014	Recreation Fund	Operating Supplies	Grainger Inc	Heat Lamp	16.61
73598	05/01/2014	Recreation Fund	Operating Supplies	Hillyard, Inc.-Minneapolis	Perforated Shield	69.40
0	05/01/2014	Recreation Fund	Operating Supplies	Rink Systems Inc	Universal Hinge	156.85
Operating Supplies Total:						666.43
0	04/29/2014	Recreation Fund	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.04.2014 Pera Emplo	2,762.99
PERA Employee Ded Total:						2,762.99
0	04/29/2014	Recreation Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera additio	442.07
0	04/29/2014	Recreation Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera Emplo	2,762.99
PERA Employer Share Total:						3,205.06
0	05/01/2014	Recreation Fund	Printing	Roseville Area Schools	Copy Center Services	280.21
0	05/01/2014	Recreation Fund	Printing	Roseville Area Schools	Copy Center Services	236.00
Printing Total:						516.21
73585	05/01/2014	Recreation Fund	Professional Services	Angela Benes	Tap for Older Adults Instruction	400.00
73586	05/01/2014	Recreation Fund	Professional Services	Karen Carrier	Tai Chi Instruction	210.00
73597	05/01/2014	Recreation Fund	Professional Services	Will Hale	Earth Day Performance	300.00
73604	05/01/2014	Recreation Fund	Professional Services	Debby Markham	Preschool Sports Instruction	100.00
0	05/01/2014	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	1,225.50
73617	05/01/2014	Recreation Fund	Professional Services	Bob Nielsen	Band Van Loading/Unloading	80.00
0	05/01/2014	Recreation Fund	Professional Services	Joe Tricola	CPR Training	400.00
0	05/01/2014	Recreation Fund	Professional Services	Youth Enrichment League, Corp.	Extreme Lego Classes	1,458.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Professional Services Total:						4,173.50
0	05/01/2014	Recreation Fund	Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax-March	2,033.66
73627	05/01/2014	Recreation Fund	Sales Tax Payable	Roseville Area High School	Shelter Rental Refund-Darfur Event	7.08
Sales Tax Payable Total:						2,040.74
0	04/29/2014	Recreation Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.04.2014 State Incom	1,806.61
State Income Tax Total:						1,806.61
73631	05/01/2014	Recreation Fund	Telephone	Sprint	Cell Phones	93.95
Telephone Total:						93.95
73611	05/01/2014	Recreation Fund	Transportation	Minnesota Coaches, Inc.	Transportation to Mall of America	516.00
Transportation Total:						516.00
0	05/01/2014	Recreation Fund	Use Tax Payable	Grainger Inc	Sales/Use Tax	-1.53
0	05/01/2014	Recreation Fund	Use Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax-March	105.88
Use Tax Payable Total:						104.35
Fund Total:						31,168.49
73594	05/01/2014	Sanitary Sewer	Accounts Payable	JULIE ESTEB	Refund Check	17.07
73610	05/01/2014	Sanitary Sewer	Accounts Payable	RUDOLF MILLER	Refund Check	6.23
73623	05/01/2014	Sanitary Sewer	Accounts Payable	HALLOWELL & MARILYN POPE	Refund Check	18.02
73630	05/01/2014	Sanitary Sewer	Accounts Payable	MARK SCHULTZ	Refund Check	6.64
Accounts Payable Total:						47.96
0	05/01/2014	Sanitary Sewer	Credit Card Service Fees	Bluefin Payment Systems-Non Ban	March UB.com Charges	1,695.67
Credit Card Service Fees Total:						1,695.67
0	04/29/2014	Sanitary Sewer	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Federal Incc	1,167.25

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Federal Income Tax Total:						1,167.25
0	04/29/2014	Sanitary Sewer	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	723.80
0	04/29/2014	Sanitary Sewer	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	169.29
FICA Employee Ded. Total:						893.09
0	04/29/2014	Sanitary Sewer	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	723.80
0	04/29/2014	Sanitary Sewer	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	169.29
FICA Employers Share Total:						893.09
0	04/29/2014	Sanitary Sewer	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00003.04.2014 ICMA Defe	35.02
ICMA Def Comp Total:						35.02
0	04/29/2014	Sanitary Sewer	MN State Retirement	MSRS-Non Bank	PR Batch 00003.04.2014 Post Emplo	117.52
MN State Retirement Total:						117.52
0	04/29/2014	Sanitary Sewer	MNDCP Def Comp	Great West- Non Bank	PR Batch 00003.04.2014 MNDCP De	126.35
MNDCP Def Comp Total:						126.35
0	04/29/2014	Sanitary Sewer	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.04.2014 Pera Emplo	734.62
PERA Employee Ded Total:						734.62
0	04/29/2014	Sanitary Sewer	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera Emplo	734.62
0	04/29/2014	Sanitary Sewer	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera additio	117.52
PERA Employer Share Total:						852.14
0	05/01/2014	Sanitary Sewer	Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax-March	19.22
Sales Tax Payable Total:						19.22
0	04/29/2014	Sanitary Sewer	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.04.2014 State Incom	496.63

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					State Income Tax Total:	496.63
73631	05/01/2014	Sanitary Sewer	Telephone	Sprint	Cell Phones	137.86
					Telephone Total:	137.86
					Fund Total:	7,216.42
73594	05/01/2014	Solid Waste Recycle	Accounts Payable	JULIE ESTEB	Refund Check	1.93
					Accounts Payable Total:	1.93
0	04/29/2014	Solid Waste Recycle	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Federal Incc	84.93
					Federal Income Tax Total:	84.93
0	04/29/2014	Solid Waste Recycle	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	48.45
0	04/29/2014	Solid Waste Recycle	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	11.33
					FICA Employee Ded. Total:	59.78
0	04/29/2014	Solid Waste Recycle	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	11.33
0	04/29/2014	Solid Waste Recycle	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	48.45
					FICA Employers Share Total:	59.78
0	04/29/2014	Solid Waste Recycle	MN State Retirement	MSRS-Non Bank	PR Batch 00003.04.2014 Post Emplo	7.68
					MN State Retirement Total:	7.68
0	04/29/2014	Solid Waste Recycle	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.04.2014 Pera Emplo	48.00
					PERA Employee Ded Total:	48.00
0	04/29/2014	Solid Waste Recycle	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera Emplo	48.00
0	04/29/2014	Solid Waste Recycle	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera additio	7.68

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
PERA Employer Share Total:						55.68
0	04/29/2014	Solid Waste Recycle	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.04.2014 State Incom	39.42
State Income Tax Total:						39.42
Fund Total:						357.20
73594	05/01/2014	Storm Drainage	Accounts Payable	JULIE ESTEB	Refund Check	3.86
73630	05/01/2014	Storm Drainage	Accounts Payable	MARK SCHULTZ	Refund Check	1.38
Accounts Payable Total:						5.24
73638	05/01/2014	Storm Drainage	Contract Maintenance	Upper Cut Tree Service	Storm Damaged Trees Clearing	2,800.00
Contract Maintenance Total:						2,800.00
0	04/29/2014	Storm Drainage	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Federal Incc	1,138.61
Federal Income Tax Total:						1,138.61
0	04/29/2014	Storm Drainage	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	730.50
0	04/29/2014	Storm Drainage	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	170.83
FICA Employee Ded. Total:						901.33
0	04/29/2014	Storm Drainage	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	170.83
0	04/29/2014	Storm Drainage	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	730.50
FICA Employers Share Total:						901.33
0	04/29/2014	Storm Drainage	MN State Retirement	MSRS-Non Bank	PR Batch 00003.04.2014 Post Emplo	113.27
MN State Retirement Total:						113.27
0	04/29/2014	Storm Drainage	MNDCP Def Comp	Great West- Non Bank	PR Batch 00003.04.2014 MNDCP De	10.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					MND CP Def Comp Total:	10.00
0	05/01/2014	Storm Drainage	Operating Supplies	Steve Zweber	Internet, Weather Monitor Expenses F	76.83
					Operating Supplies Total:	76.83
0	04/29/2014	Storm Drainage	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.04.2014 Pera Emplo	707.84
					PERA Employee Ded Total:	707.84
0	04/29/2014	Storm Drainage	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera Emplo	707.84
0	04/29/2014	Storm Drainage	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera additio	113.27
					PERA Employer Share Total:	821.11
0	05/01/2014	Storm Drainage	Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax-March	25.73
					Sales Tax Payable Total:	25.73
0	04/29/2014	Storm Drainage	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.04.2014 State Incom	527.22
					State Income Tax Total:	527.22
73631	05/01/2014	Storm Drainage	Telephone	Sprint	Cell Phones	116.39
					Telephone Total:	116.39
0	05/01/2014	Storm Drainage	Vehicles / Equipment	City of Roseville License Center-No	Licensing Fees	3,882.25
					Vehicles / Equipment Total:	3,882.25
					Fund Total:	12,027.15
73641	05/01/2014	Street Construction	Deposits	Xcel Energy	Rice St. Phase 1 Project	151,286.00
					Deposits Total:	151,286.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Fund Total:						151,286.00
0	04/29/2014	Telecommunications	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Federal Incc	474.03
Federal Income Tax Total:						474.03
0	04/29/2014	Telecommunications	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	400.54
0	04/29/2014	Telecommunications	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	93.67
FICA Employee Ded. Total:						494.21
0	04/29/2014	Telecommunications	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	400.54
0	04/29/2014	Telecommunications	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	93.67
FICA Employers Share Total:						494.21
73624	05/01/2014	Telecommunications	HSA Employee	Premier Bank	PR Batch 00003.04.2014 HSA Empl	8.18
HSA Employee Total:						8.18
0	04/29/2014	Telecommunications	MN State Retirement	MSRS-Non Bank	PR Batch 00003.04.2014 Post Emplo	65.19
MN State Retirement Total:						65.19
0	04/29/2014	Telecommunications	MNDCP Def Comp	Great West- Non Bank	PR Batch 00003.04.2014 MNDCP De	334.99
MNDCP Def Comp Total:						334.99
0	04/29/2014	Telecommunications	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.04.2014 Pera Empl	407.39
PERA Employee Ded Total:						407.39
0	04/29/2014	Telecommunications	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera additio	65.19
0	04/29/2014	Telecommunications	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera Empl	407.39
PERA Employer Share Total:						472.58
0	05/01/2014	Telecommunications	Professional Services	North Suburban Access Corp	Technician Labor	175.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Professional Services Total:						175.00
0	04/29/2014	Telecommunications	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.04.2014 State Incom	218.86
State Income Tax Total:						218.86
Fund Total:						3,144.64
0	05/01/2014	TIF District #17-Twin Lakes	Twin Lakes I-35W Ramp	SRF Consulting Group, Inc.	Twin Lakes Improvements Feasibility	5,103.36
Twin Lakes I-35W Ramp Total:						5,103.36
Fund Total:						5,103.36
73582	05/01/2014	Water Fund	Accounts Payable	ADVANTAGE HOME	Refund Check	173.00
73589	05/01/2014	Water Fund	Accounts Payable	LYNN DAVENPORT	Refund Check	277.73
73592	05/01/2014	Water Fund	Accounts Payable	ANDREW ECKER	Refund Check	11.44
73594	05/01/2014	Water Fund	Accounts Payable	JULIE ESTEB	Refund Check	24.14
73595	05/01/2014	Water Fund	Accounts Payable	JAMES EVANS	Refund Check	60.16
73599	05/01/2014	Water Fund	Accounts Payable	IH3 MINNESOTA PROPERTIES	Refund Check	113.85
73606	05/01/2014	Water Fund	Accounts Payable	KAITLYN MCCLELLAND	Refund Check	84.24
73615	05/01/2014	Water Fund	Accounts Payable	JORMA & MELINDA MOORE	Refund Check	33.30
73618	05/01/2014	Water Fund	Accounts Payable	OAKSTONE PROPERTIES	Refund Check	289.11
73619	05/01/2014	Water Fund	Accounts Payable	BRADLEY & DEBRA OLSON	Refund Check	28.53
73621	05/01/2014	Water Fund	Accounts Payable	HERBERT PEARSON	Refund Check	25.73
73623	05/01/2014	Water Fund	Accounts Payable	HALLOWELL & MARILYN POPE	Refund Check	44.43
73630	05/01/2014	Water Fund	Accounts Payable	MARK SCHULTZ	Refund Check	9.68
73635	05/01/2014	Water Fund	Accounts Payable	JODY TSCHIDA	Refund Check	94.31
73640	05/01/2014	Water Fund	Accounts Payable	SIEW WONG	Refund Check	83.00
Accounts Payable Total:						1,352.65
73639	05/01/2014	Water Fund	Contract Maintenance	Water Conservation Service, Inc.	Leak Location	1,518.68
Contract Maintenance Total:						1,518.68
0	04/29/2014	Water Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Federal Incc	1,758.78

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Federal Income Tax Total:						1,758.78
0	04/29/2014	Water Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	1,007.76
0	04/29/2014	Water Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	235.70
FICA Employee Ded. Total:						1,243.46
0	04/29/2014	Water Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 FICA Empl	1,007.76
0	04/29/2014	Water Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.04.2014 Medicare E	235.70
FICA Employers Share Total:						1,243.46
73624	05/01/2014	Water Fund	HSA Employee	Premier Bank	PR Batch 00003.04.2014 HSA Empl	48.56
HSA Employee Total:						48.56
0	04/29/2014	Water Fund	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00003.04.2014 ICMA Defe	64.98
ICMA Def Comp Total:						64.98
0	04/29/2014	Water Fund	MN State Retirement	MSRS-Non Bank	PR Batch 00003.04.2014 Post Emplo	162.02
MN State Retirement Total:						162.02
0	04/29/2014	Water Fund	MNDCP Def Comp	Great West- Non Bank	PR Batch 00003.04.2014 MNDCP De	227.49
MNDCP Def Comp Total:						227.49
73602	05/01/2014	Water Fund	Operating Supplies	Lakeville Motor Express, Inc.	Toilet Rental	165.92
0	05/01/2014	Water Fund	Operating Supplies	T. A. Schifsky & Sons, Inc.	Modified Asphalt	225.72
Operating Supplies Total:						391.64
0	04/29/2014	Water Fund	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.04.2014 Pera Emplo	1,012.53
PERA Employee Ded Total:						1,012.53
0	04/29/2014	Water Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera Emplo	1,012.53
0	04/29/2014	Water Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00003.04.2014 Pera additio	162.02

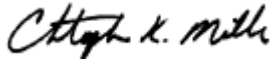
Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
PERA Employer Share Total:						1,174.55
0	04/29/2014	Water Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.04.2014 State Incom	717.57
State Income Tax Total:						717.57
0	05/01/2014	Water Fund	State Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax-March	1,045.81
State Sales Tax Payable Total:						1,045.81
0	05/01/2014	Water Fund	Water - Roseville	City of Roseville- Non Bank	March Water	6,544.27
Water - Roseville Total:						6,544.27
0	05/01/2014	Water Fund	Water Meters	Ferguson Waterworks #2516	Water Meter Supplies	122,670.50
Water Meters Total:						122,670.50
Fund Total:						141,176.95
0	05/01/2014	Workers Compensation	Code Enforcement Claims	SFM-Non Bank	April Work Comp Claims	878.25
Code Enforcement Claims Total:						878.25
0	05/01/2014	Workers Compensation	Fire Department Claims	SFM-Non Bank	April Work Comp Claims	1,065.05
Fire Department Claims Total:						1,065.05
0	05/01/2014	Workers Compensation	Police Patrol Claims	SFM-Non Bank	April Work Comp Claims	600.46
Police Patrol Claims Total:						600.46
0	05/01/2014	Workers Compensation	Sewer Department Claims	SFM-Non Bank	April Work Comp Claims	1,363.17
Sewer Department Claims Total:						1,363.17
0	05/01/2014	Workers Compensation	Street Department Claims	SFM-Non Bank	April Work Comp Claims	69.10

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
						Street Department Claims Total: 69.10
						Fund Total: 3,976.03
						Report Total: 733,695.00

REQUEST FOR COUNCIL ACTION

Date: 05/12/2014
Item No.: 7.b

Department Approval



City Manager Approval



Item Description: Approval of 2014 Business and Other Licenses and 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:

Sale of Consumer Fireworks License

Dollar Tree #4588
1121 Larpenteur Ave W
Roseville, MN 55113

Temporary On-Sale Liquor License

Friends of Roseville Parks
2660 Civic Center Drive
Roseville, MN 55113

The Friends of Roseville Parks wish to sell liquor during an event held at The Oval on October 3, 2014.

Saint Rose of Lima Church
2048 Hamline Ave N
Roseville, MN 55113

The Saint Rose of Lima Church wishes to sell beer and wine during its 75th Anniversary Celebration held in the church parking lot on July 26, 2014.

One-Day Gambling Exempt Permit

Saint Rose of Lima Church
2048 Hamline Ave N
Roseville, MN 55113

The Saint Rose of Lima Church wishes to conduct a raffle during its 75th Anniversary Celebration held in the church parking lot on July 26, 2014.

POLICY OBJECTIVE

Required by City Code

35 **FINANCIAL IMPACTS**

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

37 **STAFF RECOMMENDATION**

38 Staff has reviewed the applications and has determined that the applicant(s) meet all City requirements. Staff
39 recommends approval of the license(s).

40 **REQUESTED COUNCIL ACTION**

41

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

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



City of Roseville
 Finance Department, License Division
 2660 Civic Center Drive, Roseville, MN 55113
 (651) 792-7032

Sale of Consumer Fireworks License Application

Business Name Dollar Tree #4588

Business Address 1121 Larpenteur Ave. W
ROSEVILLE, MN 55113

Business Phone (651) 489-6335

Person to Contact in Regard to Business License:

Name Amanda Madeira - Licensing

Address 500 Volvo Parkway, Chesapeake, VA 23320

Phone (757) 321-5000

I hereby apply for the following license(s) for the term of one year, beginning January 1, 2014, and ending December 31, 2014, in the City of Roseville, County of Ramsey, State of Minnesota.

License Required

Fee

Sale of Consumer Fireworks in existing retail business	\$100.00
Sale of Consumer Fireworks as a sole business	\$350.00

The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statue #624.20.

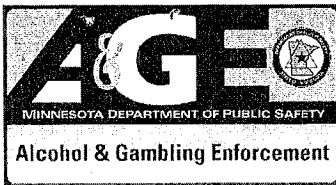
Signature Shelly Dube, Mgr of Licensing

Date 4/21/2014

If completed license should be mailed somewhere other than the business address, please advise.

**FIRE SAFETY INSPECTION IS REQUIRED PRIOR TO THE SALE
 OF ANY CONSUMER FIRE WORKS ITEMS.
 INSPECTION TO BE SCHEDULED WITH THE
 ROSEVILLE FIRE DEPARTMENT (651 792-7341).
 LICENSE TO BE PROMINENTLY DISPLAYED IN SALES AREA.**

Please mail license to:
DOLLARTREE #4588
500 VOLVO PKWY
CHESAPEAKE, VA 23320



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
444 Cedar Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization FRIENDS of Roseville Parks		Date organized 2/1969	Tax exempt number 41-1312380
Address 2660 Civic Center Dr		City Roseville	State Minnesota
		Zip Code 55113	
Name of person making application SHARON A. BROWN		Business phone 612-590-3299	Home phone
Date(s) of event 10-3-14 10-3-14 (SAB)		Type of organization ☐ Club ☐ Charitable ☐ Religious ☒ Other non-profit 501(c)(3)	
Organization officer's name Barbara J. Lawm		City Rosl	State Minnesota
		Zip 55113	
☒ Add New Officer			

Location where permit will be used. If an outdoor area, describe.
2661 Civic Center Dr. Roseville, MN 55113
(The Oval)

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

yes have applied

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

CITY OF ROSEVILLE City/County	Date Approved
\$50 City Fee Amount	Permit Date
5-2-2014 Date Fee Paid	

Signature City Clerk or County Official _____ Approved Director Alcohol and Gambling Enforcement _____

NOTE: Submit this form to the city or county 30 days prior to event. Forward application signed by city and/or county to the address above. If the application is approved the Alcohol and Gambling Enforcement Division will return this application to be used as the permit for the event.



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
444 Cedar Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date organized	Tax exempt number	
Saint Rose of Lima		Jan 1, 1939	ES-32148	
Address		City	State	Zip Code
2048 Hamline Ave. N		Roseville	Minnesota	55113
Name of person making application		Business phone	Home phone	
Susan Reinart		651-357-1204		
Date(s) of event		Type of organization		
July 26, 2014		☐ Club ☐ Charitable ☒ Religious ☐ Other non-profit		
Organization officer's name		City	State	Zip
☒ Fr. Robert Fitzpatrick, Pastor		Roseville	Minnesota	55113
Add New Officer				

Location where permit will be used. If an outdoor area, describe.

We will have beer and wine available in a large tent setup in our parking lot for the 75th Anniversary Celebration of our Parish. We will have a Mass followed by a dinner, music and raffle.

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
No

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
We have insurance coverage through our insurer, Catholic Mutual Insurance

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

CITY OF ROSEVILLE	
City/County	Date Approved
\$50	
City Fee Amount	Permit Date
4/30/2014	
Date Fee Paid	

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

NOTE: Submit this form to the city or county 30 days prior to event. Forward application signed by city and/or county to the address above. If the application is approved the Alcohol and Gambling Enforcement Division will return this application to be used as the permit for the event.

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total prize value for the year will be \$1,500 or less, contact the licensing specialist assigned to your county.

Application fee (non refundable)

If application is postmarked or received 30 days or more before the event **\$50**; otherwise **\$100**.

ORGANIZATION INFORMATION

Organization name
Saint Rose of Lima Church

Previous gambling permit number
X - 62002

Minnesota tax ID number, if any
8570281

Federal employer ID number (FEIN), if any
41-0790158

Type of nonprofit organization. Check one.

☐ Fraternal ☒ Religious ☐ Veterans ☐ Other nonprofit organization

Mailing address
2048 Hamline Avenue N

City
Roseville

State
MN

Zip code
55113

County
Ramsey

Name of chief executive officer [CEO]
Fr. Robert Fitzpatrick

Daytime phone number
651-645-9389

E-mail address
frfitz@saintroseoflima.net

NONPROFIT STATUS

Attach a copy of ONE of the following for proof of nonprofit status.

☐ **Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.**

Don't have a copy? This certificate must be obtained each year from:
Secretary of State, Business Services Div., 60 Empire Drive, Suite 100, St. Paul, MN 55103
Phone: 651-296-2803

☒ **IRS income tax exemption [501(c)] letter in your organization's name.**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization [charter]**

If your organization falls under a parent organization, attach copies of **both** of the following:

- IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
- the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place.
Saint Rose of Lima Church Parking Lot

Address [do not use PO box]
2048 Hamline Avenue N

City or township
Roseville

Zip code
55113

County
Ramsey

Date[s] of activity. For raffles, indicate the date of the drawing.
July 26, 2014

Check each type of gambling activity that your organization will conduct.

☐ Bingo* ☒ Raffle [total value of raffle prizes awarded for year \$_____] ☐ Paddlewheels* ☐ Pull-tabs* ☐ Tipboards*

***Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

To find a licensed distributor, go to www.gcb.state.mn.us and click on **Distributors** under the **WHO'S WHO? LIST OF LICENSEES**, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT

CITY APPROVAL for a gambling premises located within city limits

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days [60 days for a 1st class city].
- ☐ The application is denied.

Print city name _____

Signature of city personnel _____

Title _____ Date _____

Local unit of government must sign

COUNTY APPROVAL for a gambling premises located in a township

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print county name _____

Signature of county personnel _____

Title _____ Date _____

TOWNSHIP. If required by the county.

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits.

[A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.166.]

Print township name _____

Signature of township officer _____

Title _____ Date _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief executive officer's signature _____ Date 4/25/14

Print name ROBERT J. FITZPATRICK

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days, or
 - all gambling conducted on one day.
- Only one application is required if one or more raffle drawings are conducted on the same day

Send application with:

- ☐ a copy of your proof of nonprofit status, and
- ☐ application fee (non refundable). Make check payable to "State of Minnesota."

To: Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Financial report and recordkeeping required

A financial report form and instructions will be sent with your permit, or use the online fill-in form available at www.gcb.state.mn.us.

Within 30 days of the event date, complete and return the financial report form to the Gambling Control Board.

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

This form will be made available in alternative format (i.e. large print, Braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board.

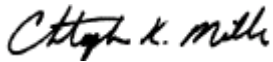
All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney

General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

REQUEST FOR COUNCIL ACTION

Date: 5/12/2014
Item No.: 7.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:

Department	Vendor	Description	Amount	Budget / CIP
Street Lighting	Collins Electrical	Replace lamps on 37 fixtures (a)	\$12,385.00	CIP

Comments/Description:

- a) Retrofit and replace 37 pedestrian lights along County Road C to LED fixtures (per CIP).

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
N/A	N/A

POLICY OBJECTIVE

Required under City Code 103.05.

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

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

24 **REQUESTED COUNCIL ACTION**

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

27

28

Prepared by: Chris Miller, Finance Director

Attachments: A: 2014 CIP Summary

29

City of Roseville

2014 Capital Improvement Plan Summary

<u>Asset Type</u>	<u>Department / Function</u>	<u>Item / Description</u>	<u>Planned Amount</u>	<u>Council Approval Date</u>	<u>YTD Actual Amount</u>	<u>Difference</u>
Vehicles	Police	Marked squad replacement (5)	\$ 147,440	1/13/2014	\$ 25,795	\$ 121,645
Vehicles	Police	Unmarked vehicles (2)	46,680		-	-
Vehicles	Police	CSO Vehicle	33,950	1/13/2014	-	-
Vehicles	Fire	Command Unit	45,000	1/13/2014	-	-
Vehicles	Fire	Rescue Boat	18,000	3/24/2014	-	-
Vehicles	Streets	Vehicle #123 Patch Hook Body	100,000		-	-
Vehicles	Streets	Vehicle #124 Oil distribution body/chassis	120,000	4/14/2014	52,850	67,150
Vehicles	Park Maintenance	Replace Vehicle #501 3/4 ton with plow	35,000		-	-
Vehicles	Park Maintenance	Replace Vehicle #508, 3/4 ton with plow	45,000		-	-
Vehicles	Park Maintenance	Replace Vehicle #533, 3/4 ton with plow	35,000		-	-
Vehicles	Park Maintenance	Replace Vehicle #532, 1/2 ton	25,000		-	-
Vehicles	Skating Center	Replace Zamboni	-	2013 CIP	106,093	(106,093)
Vehicles	Sanitary Sewer	Vehicle #203 1-ton truck	28,000	3/24/2014	-	-
Vehicles	Sanitary Sewer	Vehicle #225 Backhoe	50,000		-	-
Total Vehicles			\$ 729,070		\$ 184,738	\$ 82,702
Equipment	Central Services	Postage Machine Rental	\$ 3,340		\$ -	\$ -
Equipment	Central Services	Copier/scanner rentals	78,000	n/a	15,015	62,985
Equipment	Police	Computer equipment	7,210		-	-
Equipment	Police	Office furniture	2,060		422	1,638
Equipment	Police	Evidence room equipment replacements	2,575		-	-
Equipment	Police	Laptop replacement for squads	5,645		-	-
Equipment	Police	Squad conversion	15,450		-	-
Equipment	Police	Non-lethal weapons	1,545		-	-
Equipment	Police	Long-gun parts	3,090		-	-
Equipment	Police	Sidearm parts	2,060		-	-
Equipment	Police	Tactical gear	5,150		-	-
Equipment	Police	SWAT vests	6,180		-	-
Equipment	Police	Defibrillators	1,545		-	-
Equipment	Police	Radar units	4,120		-	-
Equipment	Police	Stop sticks	1,030		-	-
Equipment	Police	Rear transport seats	2,705		-	-
Equipment	Police	Control boxes	2,575		-	-
Equipment	Police	Radio equipment	15,450		146	15,304
Equipment	Fire	Firefighter turnout gear	52,800		-	-
Equipment	Fire	Lifepacks - 12	30,000		-	-
Equipment	Fire	Ventilation equipment	6,000	3/24/2014	-	-
Equipment	Fire	equipment tools	8,000		-	-
Equipment	Fire	Head protection	9,000		-	-
Equipment	Fire	Vehicle laptops	11,000		-	-
Equipment	Fire	Rescue Equipment	-	n/a	4,628	(4,628)
Equipment	Engineering	Office furniture	20,000		-	-
Equipment	Streets	Vehicle #122 Wheel loader bucket scale	6,000	2/24/2014	5,093	908
Equipment	Streets	Vehicle #153 Trailer Felling	8,000		-	-
Equipment	Streets	Street signs	50,000		-	-
Equipment	Streets	Mower/ Snow blower combo	30,000	1/6/2014	23,943	6,057
Equipment	Streets	Anti-icing Hook setup	20,000	1/13/2014	-	-
Equipment	Streets	Spray Injection Patch Trailer	-	n/a	52,850	(52,850)
Equipment	Maintenance Garage	Replace office furniture	8,000		-	-
Equipment	Park Maintenance	MainTrac software	25,000		-	-
Equipment	Park Maintenance	Park security systems	150,000		-	-
Equipment	Park Maintenance	Unit #520 trailer	5,000		-	-
Equipment	Park Maintenance	Unit #538 portable generator	3,000		-	-
Equipment	Park Maintenance	Snowblower	1,000		-	-
Equipment	Skating Center	Ice show curtain - arena	8,000		-	-
Equipment	Skating Center	OVAL bandy boards	8,000		-	-
Equipment	Communications	Web conferencing equipment: Aspen Room	10,000		-	-
Equipment	Communications	Control room equipment replacements	10,000		-	-
Equipment	Information Technology	Computers, monitors printers	52,200		-	-
Equipment	Information Technology	Network: servers, routers, etc.	62,000		-	-

City of Roseville

2014 Capital Improvement Plan Summary

Updated 04/30/2014

<u>Asset Type</u>	<u>Department / Function</u>	<u>Item / Description</u>	<u>Planned Amount</u>	<u>Council Approval Date</u>	<u>YTD Actual Amount</u>	<u>Difference</u>
Equipment	Information Technology	Telephones, UPS, other	14,200		-	-
Equipment	Community Dev.	Office furniture	5,500		-	-
Equipment	Community Dev.	Large format printer	5,000		1,983	3,017
Equipment	Community Dev.	Computer software	1,500		1,713	(213)
Equipment	Water	Water meters, AMR system	530,000	Prior Year	366,346	163,654
Equipment	Water	Replace/upgrade SCADA	20,000		-	-
Equipment	Water	Field computer replacement	5,000		-	-
Equipment	Water	Compactor for backhoe	5,000	1/27/2014	4,337	663
Equipment	Sewer	Replace/upgrade SCADA	20,000		-	-
Equipment	Sewer	Field computer replacement	5,000		-	-
Equipment	Sewer	Compactor for backhoe	-	1/27/2014	4,337	(4,337)
Equipment	Storm Drainage	Replace Unit #115 flair mower	25,000		-	-
Equipment	Storm Drainage	Mower/ Snow blower combo	30,000	1/6/2014	24,542	5,458
Equipment	Storm Drainage	Vehicle #225 Backhoe	50,000		-	-
Equipment	Storm Drainage	Replace/upgrade SCADA	20,000		-	-
Equipment	Storm Drainage	Backhoe compactor	5,000	1/27/2014	4,337	663
Equipment	Storm Drainage	Vehicle #122 Wheel loader bucket scale	6,000	2/24/2014	5,093	908
Equipment	Golf Course	Gas pump and tank replacement	10,000		-	-
Equipment	Golf Course	Greens mowers	27,000		-	-
Equipment	Golf Course	Course netting/deck/shelter	8,000		-	-
Equipment	Golf Course	Cushman	15,000		-	-
Total Equipment			\$ 1,559,930		\$ 514,783	\$ 199,227
Bldgs & Infrastructure	General Facilities	Door card reader	\$ 6,000		\$ -	\$ -
Bldgs & Infrastructure	General Facilities	Replace MUA	30,000		-	-
Bldgs & Infrastructure	General Facilities	Replace Kewanee Boiler @ City Hall	40,000		-	-
Bldgs & Infrastructure	General Facilities	Fire Station #2 repurposing	25,000		-	-
Bldgs & Infrastructure	General Facilities	Overhead door replacement @ PW	15,000		-	-
Bldgs & Infrastructure	General Facilities	Remodel Fire Admin area @ City Hall	35,000	4/14/2014	-	-
Bldgs & Infrastructure	General Facilities	Emergency generator	40,000		-	-
Bldgs & Infrastructure	General Facilities	Replace tables and chairs	25,000		-	-
Bldgs & Infrastructure	General Facilities	Central Park gymnasium improvements	5,000		-	-
Bldgs & Infrastructure	General Facilities	Video surveillance camera replacement	-	n/a	4,487	(4,487)
Bldgs & Infrastructure	Street Lighting	Larpenteur Avenue streetlights	25,000		-	-
Bldgs & Infrastructure	Street Lighting	General replacement - streetlight fixtures	25,000		-	-
Bldgs & Infrastructure	Central Garage	Replace fuel management system	50,000		-	-
Bldgs & Infrastructure	Central Garage	Drill press	2,000		-	-
Bldgs & Infrastructure	Skating Center	Water heater - commons	8,000		-	-
Bldgs & Infrastructure	Skating Center	Water storage tank - commons	8,000		-	-
Bldgs & Infrastructure	Skating Center	Refrigeration system - OVAL	60,000		-	-
Bldgs & Infrastructure	Skating Center	Lobby Roof - OVAL	85,000		-	-
Bldgs & Infrastructure	Skating Center	Mechanical Room improvements - OVAL	60,000		-	-
Bldgs & Infrastructure	Skating Center	Bathroom partitions - OVAL	5,000		-	-
Bldgs & Infrastructure	Pathways	Pathway Maintenance	180,000		-	-
Bldgs & Infrastructure	Pavement Management	Mill & Overlay	1,000,000		-	-
Bldgs & Infrastructure	Pavement Management	MSA Street Construction / Overlay	1,000,000		-	-
Bldgs & Infrastructure	Park Improvements	Park Renewal Program	5,467,000		-	-
Bldgs & Infrastructure	Water	Water system improvements	700,000		-	-
Bldgs & Infrastructure	Water	Elevated storage tank repairs/painting	800,000		-	-
Bldgs & Infrastructure	Water	Booster station improvements	200,000		-	-
Bldgs & Infrastructure	Sanitary Sewer	Sanitary Sewer improvements	900,000		-	-
Bldgs & Infrastructure	Sanitary Sewer	I & I reduction, Lift station repairs	300,000		-	-
Bldgs & Infrastructure	Storm Drainage	Pond Improvements, sewer replacement	650,000	3/24/2014	-	-
Bldgs & Infrastructure	Golf Course	Course improvements	5,000		-	-
Bldgs & Infrastructure	Golf Course	Parking lot improvements	7,500		-	-
Bldgs & Infrastructure	Golf Course	Clubhouse kitchen equipment	5,000		-	-
Bldgs & Infrastructure	Golf Course	Clubhouse roof replacement	30,000		-	-
Total Buildings & Infrastructure			\$ 11,793,500		\$ 4,487	\$ (4,487)
Total - All 2014 CIP Items			\$ 14,082,500		\$ 704,008	\$ 277,442

REQUEST FOR COUNCIL ACTION

Date: 5/12/14
Item No.: 7.d

Department Approval



City Manager Approval



Item Description: Approve a Resolution Regarding the Public Improvements Associated with Kimco Realty Redevelopment

BACKGROUND

On January 9, 2006, the City Council approved the REZONING of the former Franks Nursery site to Retail Business District (B-2). The conceptual site plan submitted during this process included remodeling the former 18,480 sq. ft. structure; constructing an 8,000 sq. ft. eastern addition; and the development of a bank on the northern portion of the parcel. (PF #3680)

On March 26, 2007, Kimco Realty requested and the City Council approved a Conditional Use Permit to install a drive-thru window at a single story, stand-alone 2,018 sq. ft. Starbucks Coffee at 1800 Highway 36 (to be located between Fairview Avenue and the Golfsmith structure). (PF #07-009)

As a part of the rezoning approval, the City required the addition of a right turn lane at the intersection of the Frontage Road and Fairview. The developer has hired RLK, Inc. to design the improvements.

The City worked with their Engineer during construction to ensure the improvements were installed according to approved plans and City specifications. This work was completed in fall of 2007. Typically, accepting a project involves a two-year warranty period. However, the surety has been in place on this project since that time, and the improvements have been performing acceptably, that staff feels no additional warranty is needed. It is an oversight on our part that the final acceptance has not yet been processed and the surety released.

POLICY OBJECTIVE

The City Policy requires the following steps be completed to finalize the construction project:

- Certification from the civil engineer in charge of the project verifying that all work has been completed in accordance with the approved plans and specifications.

FINANCIAL IMPACTS

Since this was a developer initiated project, the City did not participate in the cost to construct these public improvements.

STAFF RECOMMENDATION

All necessary items have been completed in accordance with project plans and specifications for the public improvements constructed for Kimco Realty Redevelopment. Since all items have been completed as outlined in the policy regarding final project acceptance, staff recommends

30 the City Council approve a resolution accepting the public improvements.

31 **REQUESTED COUNCIL ACTION**

32 Approve a Resolution Accepting the Public Improvements constructed for Kimco Realty
33 Redevelopment.

Prepared by: Kristine Giga, Civil Engineer
Attachments: A: Resolution

WITNESS MY HAND officially as such Manager this 12th of May, 2014.

Patrick Trudgeon, City Manager

(SEAL)

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 05/12/2014
Item No.: 7.e

Department Approval

City Manager Approval



Item Description: Approve the Tax Base Revitalization Account Contract between Metropolitan Council and City of Roseville for the Twin Lakes Apartments Project

BACKGROUND

The Metropolitan Council has awarded the City of Roseville \$43,300 through its Tax Base Revitalization Account (TBRA) Grant on behalf of Sherman and Associates Twin Lakes Apartment project proposed at 2785 Fairview Ave. The funds will be used to conduct Phase I and II environmental investigations, a hazardous material assessment, and the development of a Response Action Plan (RAP) for the clean-up of the site.

POLICY OBJECTIVE

The use of the TBRA grant will facilitate environmental clean-up within Twin Lakes and allow for the development of the property.

FINANCIAL IMPACTS

By approving these contracts, there are no fiscal impacts to the City as Sherman and Associates will be undertaking the work identified in the TBRA grant. Sherman and Associates will be providing the required 25% match for the work.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the execution of the TBRA grant contract between the City and the Metropolitan Council in order to facilitate environmental investigation activities for the property located at 2785 Fairview Ave.

REQUESTED COUNCIL ACTION

By motion, authorize the City Manager and Mayor to sign the grant contract between the City and the Metropolitan Council for \$43,300 in TBRA funds.

Prepared by: Patrick Trudgeon, City Manager (651) 792-7021

Attachments: A: TBRA Grant Contract

TAX BASE REVITALIZATION ACCOUNT
CONTAMINATION CLEANUP SITE INVESTIGATION GRANT PROGRAM

GRANTEE: City of Roseville		GRANT NO. SG013-148
PROJECT: Twin Lakes Apartments		
GRANT AMOUNT: \$43,300	FUNDING CYCLE: 2013	
COUNCIL ACTION: January 22, 2014	EXPIRATION DATE: December 31, 2014	

**METROPOLITAN LIVABLE COMMUNITIES ACT
GRANT AGREEMENT**

THIS GRANT AGREEMENT ("Agreement") is made and entered into by the Metropolitan Council ("Council") and the Municipality or Development Authority identified above as "Grantee."

WHEREAS, Minnesota Statutes section 473.251 creates the Metropolitan Livable Communities Fund, the uses of which fund must be consistent with and promote the purposes of the Metropolitan Livable Communities Act ("LCA") and the policies of the Council's Metropolitan Development Guide; and

WHEREAS, Minnesota Statutes sections 473.251 and 473.252 establish within the Metropolitan Livable Communities Fund a Tax Base Revitalization Account and require the Council to use the funds in the account to make grants to Municipalities or Development Authorities for the cleanup of polluted land in the seven-county metropolitan area; and

WHEREAS, the Grantee is a Municipality or a Development Authority as defined in Minnesota Statutes section 473.252, subdivisions 1 and 1a; and

WHEREAS, the Grantee seeks funding in connection with an application for Tax Base Revitalization Account funds submitted in response to the Council's notice of availability of grant funds for the "Funding Cycle" identified above and will use the grant funds made available under this Agreement to help fund the "Project" identified in the application; and

WHEREAS, the Grantee applied for contamination cleanup site investigation grant funds to determine the scope and severity of contamination associated with a redevelopment site with suspected or perceived contamination and to develop a cleanup plan; and

WHEREAS, the Council awarded Tax Base Revitalization Account grant funds to the Grantee subject to any terms, conditions or clarifications stated in its Council Action, and with the understanding that the Project identified in the application will proceed to completion in a timely manner and all grant funds will be expended prior to the "Expiration Date" identified above.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

TAX BASE REVITALIZATION ACCOUNT
CONTAMINATION CLEANUP SITE INVESTIGATION GRANT PROGRAM

I. DEFINITIONS

1.01. Definition of Terms. The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

- (a) **Council Action.** "Council Action" means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded Tax Base Revitalization Account contamination cleanup site investigation grant funds.
- (b) **Development Authority.** "Development Authority" means a statutory or home rule charter city, a housing and redevelopment authority, an economic development authority, or a port authority in the metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.
- (c) **Municipality.** "Municipality" means a statutory or home rule charter city or town participating in the Local Housing Incentives Program under Minnesota Statutes section 473.254, or a county in the metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.
- (d) **Participating Municipality.** "Participating Municipality" means a statutory or home rule charter city or town that has elected to participate in the Local Housing Incentive Account program and negotiated affordable and life-cycle housing goals for the Municipality pursuant to Minnesota Statutes section 473.254.
- (e) **Project.** Unless clearly indicated otherwise by the context of a specific provision of this Agreement, "Project" means the contamination cleanup site investigation at the development or redevelopment Site identified in the application for Tax Base Revitalization Account funds for which grant funds were requested.
- (f) **Project Costs.** "Project Costs" means the eligible costs of the contamination cleanup site investigation activities for which the grant funds must be used pursuant to Section 2.04 of this Agreement.
- (g) **Site.** "Site" means the polluted land proposed for contamination cleanup site investigation by the Grantee and located both within the metropolitan area and within a Participating Municipality.

II. GRANT FUNDS

2.01. Source of Funds. The grant funds made available to the Grantee under this Agreement are from the Tax Base Revitalization Account of the Metropolitan Livable Communities Fund. The grant funds are derived from the area-wide tax imposed under Minnesota Statutes chapter 473F and are not from federal sources.



TAX BASE REVITALIZATION ACCOUNT
CONTAMINATION CLEANUP SITE INVESTIGATION GRANT PROGRAM

2.02. Total Grant Amount. The Council will grant to the Grantee the “Grant Amount” identified at Page 1 of this Agreement. Notwithstanding any other provision of this Agreement, the Grantee understands and agrees that any reduction or termination of Tax Base Revitalization Account funds made available to the Council may result in a like reduction in the Grant Amount made available to the Grantee.

2.03. Twenty-Five Percent Local Match. The Grant Amount provided to the Grantee under this Agreement may be used to pay up to seventy-five percent (75%) of the total eligible Project Costs. The Grantee shall match the Grant Amount received from the Council on at least a one-for-three basis. The matching funds shall be identified in the progress and final reports required under Section 3.03.

2.04. Authorized Use of Grant Funds. The Grant Amount made available to the Grantee under this Agreement shall be used only for contamination cleanup site investigation at the Site described in the application for Tax Base Revitalization Account funds. A Project summary that identifies eligible uses of the grant funds as approved by the Council is attached to and incorporated into this Agreement as Attachment A. Aerial photography or drawings that identify the specific location(s) within the Project boundaries or the Site(s) for which grant funds must be used is attached to and incorporated into this Agreement as Attachment B. Grant funds must be used for:

- (a) Conducting Phase I and Phase II environmental site assessments; or
- (b) Preparing a Response Action Plan (“RAP”) developed in conjunction with the Minnesota Pollution Control Agency for hazardous waste, hazardous substance, pollutant or contaminant, or a Development Response Action Plan (“DRAP”) developed in conjunction with the Minnesota Pollution Control Agency for petroleum; or
- (c) Preparing an asbestos abatement plan that meets the federal Asbestos Hazard Emergency Response Act (“AHERA”) and Minnesota Department of Health standards including the standards for inspecting and assessing asbestos-containing materials in Minnesota Rules parts 4620.3000 through 4620.3598 and 4620.3724; or
- (d) Preparing a lead-based paint abatement plan that meets Minnesota Department of Health standards in Minnesota Rules part 4761.2570 and the federal Toxic Substances Control Act (“TSCA”).

2.05. Ineligible Uses. Grant funds must be used for costs directly associated with the specific contamination cleanup site investigation activities for which the grant funds were awarded and shall not be used for “soft costs” such as: administrative overhead; travel expenses; legal fees; insurance; bonds; permits, licenses or authorization fees; costs associated with preparing grant proposals or applications; project coordination costs; operating expenses; planning costs; and prorated lease and salary costs. Grant funds may not be used for investigation costs incurred prior to the date of the “Council Action” identified at Page 1 of this Agreement, or for contamination cleanup or abatement costs. A detailed list of ineligible and eligible costs is available from the Council’s Livable Communities program office. Grant funds also shall not be



TAX BASE REVITALIZATION ACCOUNT
CONTAMINATION CLEANUP SITE INVESTIGATION GRANT PROGRAM

used by the Grantee or others to supplant or replace: (a) grant or loan funds obtained for the Project from other sources; or (b) Grantee contributions to the Project, including financial assistance or other resources of the Grantee. The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee or others in the implementation or performance of the Project activities.

2.06. Restrictions on Loans by Subgrantees. The Grantee shall not permit any subgrantee or subrecipient to use the grant funds for loans to any subrecipient at any tier. The requirements of this Section 2.06 shall be included in all subgrants.

2.07. Project Changes. The Grantee must promptly inform the Council in writing of any significant changes to the Project for which the grant funds were awarded, as well as any potential changes to grant-funded activities described or identified in Attachments A and B. Failure to inform the Council of any significant changes to the Project or significant changes to grant-funded components of the Project, and use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee's eligibility for future LCA awards. Grant funds will not be disbursed prior to Council approval of significant changes to either the Project or grant-funded activities described or identified in Attachments A and B.

2.08. Loss of Grant Funds. The Grantee agrees to remit to the Council in a prompt manner: any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified at Page 1 of this Agreement; and any grant funds that are not used for the authorized purposes. For the purposes of this Agreement, grant funds are "expended" prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date. Unspent or unused grant funds and other funds remitted to the Council shall revert to the Council's Tax Base Revitalization Account for distribution through application processes in future Funding Cycles or as otherwise permitted by law.

2.09. Payment Request Forms, Documentation, and Disbursements. The Council will disburse grant funds in response to written payment requests submitted by the Grantee and reviewed and approved by the Council's authorized agent. Written payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment request and other reporting forms will be provided to the Grantee by the Council. Payment requests must include the following documentation:

Consultant/contractor invoices showing the time period covered by the invoice; the specific grant-funded Project activities conducted or completed during the authorized time period within which eligible costs may be incurred; and documentation supporting expenses including subcontractor and consultant invoices showing unit rates and quantities. Subcontractor markups shall not exceed ten percent (10%).

The Council will disburse grant funds on a reimbursement basis or a "cost incurred" basis. The Grantee must provide with its written payment requests documentation that shows grant-funded Project activities actually have been completed. Subject to verification of each payment request

TAX BASE REVITALIZATION ACCOUNT
CONTAMINATION CLEANUP SITE INVESTIGATION GRANT PROGRAM

form (and the required documentation) and approval for consistency with this Agreement, the Council will disburse a requested amount to the Grantee within two (2) weeks after receipt of a properly completed and verified payment request form.

2.10. Effect of Grant. Issuance of this grant neither implies any Council responsibility for any contamination at the Site nor imposes any obligation on the Council to participate in the cleanup of any Site contamination. By awarding grant funds to the Grantee for the Project and executing this Agreement, the Council assumes no responsibility for: (a) any damage to persons, property, or the environment caused by any contamination cleanup site investigation activities or for any subsequent Site cleanup activities or implementation of the Project; or (b) determining whether intended uses of the Site identified in the grant application or potential future uses of the Site, including any residential uses, are suitable for the Site.

III. ACCOUNTING, AUDIT AND REPORT REQUIREMENTS

3.01. Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received from the Council. Notwithstanding the expiration and termination provisions of Sections 4.01 and 4.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the completion of the Project activities described or identified in Attachments A and B or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Accounting methods shall be in accordance with generally accepted accounting principles.

3.02. Audits. The above accounts and records of the Grantee shall be audited in the same manner as all other accounts and records of the Grantee are audited and may be audited or inspected on the Grantee's premises or otherwise by individuals or organizations designated and authorized by the Council at any time, following reasonable notification to the Grantee, for a period of six (6) years following the completion of the Project activities or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Pursuant to Minnesota Statutes section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the Grantee that are relevant to this Agreement are subject to examination by the Council and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years.

3.03. Report Requirements. The Grantee will report to the Council on the status of the Project activities described or identified in Attachments A and B and the expenditures of the grant funds. Submission of properly completed payment request forms (with proper documentation) required under Section 2.09 will constitute periodic status reports. The Grantee also must complete and submit to the Council a grant activity closeout report. The closeout report form must be submitted within 120 days after the expiration or termination of this Agreement, whichever occurs earlier. Within 120 days after the Expiration Date, the Grantee must complete and submit to the Council a certification of expenditures of funds form signed by the Grantee's chief financial officer or finance director. The form and content of the closeout

TAX BASE REVITALIZATION ACCOUNT
CONTAMINATION CLEANUP SITE INVESTIGATION GRANT PROGRAM

report and certification form will be determined by the Council. The Council may require the Grantee to submit a progress report when cleanup site investigation activities are occurring and a final Project report when cleanup site investigation work is completed. The form and content of the written reports will be determined by the Council. The reporting requirements of Sections 3.03 and 3.04 shall survive the expiration or termination of this Agreement.

3.04. Environmental Investigation Documents. Upon completion of the contamination cleanup site investigation, the Grantee will submit to the Council a copy of the environmental site assessment documents including but not limited to Phase I environmental site assessment, Phase II environmental site assessment work plan, Phase II investigation report, focused feasibility study (if more than one remedy is proposed for Minnesota Pollution Control Agency review) and a Response Action Plan or Development Response Action Plan and addenda (if any), asbestos or hazardous materials surveys and asbestos or hazardous wastes management plan and approval of the Response Action Plan by the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program and/or approval of the Development Response Action Plan by the Minnesota Pollution Control Agency Petroleum Brownfields Program ("PBP").

IV. AGREEMENT TERM

4.01. Term. This Agreement is effective upon execution of the Agreement by the Council. Unless terminated pursuant to Section 4.02, this Agreement expires on the Expiration Date identified at Page 1 of this Agreement. **ALL GRANT FUNDS NOT EXPENDED BY THE GRANTEE PRIOR TO THE EXPIRATION DATE SHALL REVERT TO THE COUNCIL.**

4.02. Termination. This Agreement may be terminated by the Council for cause at any time upon fourteen (14) calendar days' written notice to the Grantee. Cause shall mean a material breach of this Agreement. If this Agreement is terminated prior to the Expiration Date, the Grantee shall receive payment on a pro rata basis for eligible Project activities described or identified in Attachments A and B that have been completed prior to the termination. Termination of this Agreement does not alter the Council's authority to recover grant funds on the basis of a later audit or other review, and does not alter the Grantee's obligation to return any grant funds due to the Council as a result of later audits or corrections. If the Council determines the Grantee has failed to comply with the terms and conditions of this Agreement and the applicable provisions of the Metropolitan Livable Communities Act, the Council may take any action to protect the Council's interests and may refuse to disburse additional grant funds and may require the Grantee to return all or part of the grant funds already disbursed.

4.03. Amendments and Extension. The Council and the Grantee may amend this Agreement by mutual agreement. Amendments of this Agreement shall be effective only on the execution of written amendments signed by authorized representatives of the Council and the Grantee. Contamination cleanup site investigations must be completed no later than the "Expiration Date" identified at Page 1 of this Agreement. **THE EXPIRATION DATE MAY NOT BE AMENDED OR EXTENDED.**

TAX BASE REVITALIZATION ACCOUNT
CONTAMINATION CLEANUP SITE INVESTIGATION GRANT PROGRAM

V. GENERAL PROVISIONS

5.01. Equal Opportunity. The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation or age and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

5.02. Conflict of Interest. The members, officers and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

5.03. Liability. Subject to the limitations provided in Minnesota Statutes chapter 466, to the fullest extent permitted by law, the Grantee shall defend, indemnify and hold harmless the Council and its members, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the conduct or implementation of the Project activities funded by this grant, except to the extent the claims, damages, losses and expenses arise from the Council's own negligence. Claims included in this indemnification include, without limitation, any claims asserted pursuant to the Minnesota Environmental Response and Liability Act (MERLA), Minnesota Statutes chapter 115B, the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, United States Code, Title 42, sections 9601 *et seq.*, and the federal Resource Conservation and Recovery Act of 1976 (RCRA) as amended, United States Code, Title 42, sections 6901 *et seq.* This obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the Council and the Grantee. The provisions of this section shall survive the expiration or termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Council of any immunities or limits on liability provided by Minnesota Statutes chapter 466 or other applicable state or federal law.

5.04. Acknowledgments and Signage. The Grantee will acknowledge the financial assistance provided by the Council in promotional materials, press releases, reports and publications relating to the Project activities described or identified in Attachments A and B which are funded in whole or in part with the grant funds. The acknowledgment will contain the following or comparable language:

*Financing for this project was provided by the Metropolitan Council
Metropolitan Livable Communities Fund.*

Until the Project activities funded by this Agreement are completed, the Grantee will ensure the above acknowledgment language, or alternative language approved by the Council's authorized agent, is included on all signs (if any) located at the Project site that identify Project funding partners or entities providing financial support for the Project. The acknowledgments and signage should refer to the "Metropolitan Council" (not "Met Council" or "Metro Council").

TAX BASE REVITALIZATION ACCOUNT
CONTAMINATION CLEANUP SITE INVESTIGATION GRANT PROGRAM

5.05. Permits, Bonds and Approvals. The Council assumes no responsibility for obtaining any applicable local, state or federal licenses, permits, bonds, authorizations or approvals necessary to perform or complete the Project activities described or identified in Attachments A and B. The Grantee and its developer(s), if any, must comply with all applicable licensing, permitting, bonding, authorization and approval requirements of federal, state and local governmental and regulatory agencies, including conservation districts.

5.06. Subgrantees, Contractors and Subcontractors. The Grantee shall include in any subgrant, contract or subcontract for Project activities appropriate provisions to ensure subgrantee, contractor and subcontractor compliance with all applicable state and federal laws and this Agreement. Along with such provisions, the Grantee shall require that contractors and subcontractors performing work covered by this grant obtain all required permits, licenses and certifications, and comply with all applicable state and federal Occupational Safety and Health Act regulations, especially the federal Hazardous Waste Operations and Emergency Response standards under Code of Federal Regulations, Title 29, sections 1910.120 and 1926.65.

5.07. Stormwater Discharge and Water Management Plan Requirements. If any grant funds are used for urban site redevelopment, the Grantee shall at such redevelopment site meet or require to be met all applicable requirements of:

- (a) Federal and state laws relating to stormwater discharges including, without limitation, any applicable requirements of Code of Federal Regulations, Title 40, parts 122 and 123; and
- (b) The Council's *2030 Water Resources Management Policy Plan* and the local water management plan for the jurisdiction within which the redevelopment site is located.

5.08. Authorized Agent. Payment request forms, written reports and correspondence submitted to the Council pursuant to this Agreement shall be directed to:

Metropolitan Council
Attn: LCA Grants Administration
390 Robert Street North
Saint Paul, Minnesota 55101-1805

5.09. Non-Assignment. Minnesota Statutes section 473.252, subdivision 3 requires the Council to distribute grant funds to eligible "municipalities," metropolitan-area counties or "development authorities" for projects in municipalities participating in the Local Housing Incentives Account program. Accordingly, this Agreement is not assignable and shall not be assigned by the Grantee.

5.10. Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Council represent and warrant on the Grantee's and the Council's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and the Council's behalf respectively and that this Agreement constitutes the Grantee's and the Council's valid, binding and enforceable agreements.

TAX BASE REVITALIZATION ACCOUNT
CONTAMINATION CLEANUP SITE INVESTIGATION GRANT PROGRAM

IN WITNESS WHEREOF, the Grantee and the Council have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Council.

CITY OF ROSEVILLE

By: _____
Patrick Trudgeon
City Manager

Date: _____

By: _____

Title: _____

Date: _____

METROPOLITAN COUNCIL

By: _____
Guy Peterson, Director
Community Development Division

DT

ATTACHMENT A

PROJECT SUMMARY

This attachment comprises this page and the succeeding page(s) which contain(s) a summary of the Project identified in the application for Tax Base Revitalization Account contamination cleanup site investigation grant funds submitted in response to the Council's notice of availability of Tax Base Revitalization Account grant funds for the Funding Cycle identified at Page 1 of this Agreement. The summary reflects the proposed Project for which the Grantee was awarded grant funds by the Council Action, and may reflect changes in Project funding sources, changes in funding amounts, or minor changes in the proposed Project that occurred subsequent to application submission. The application is incorporated into this Agreement by reference and is made a part of this Agreement as follows. If the application or any provision in the application conflicts with or is inconsistent with the Council Action, other provisions of this Agreement, or the Project Summary contained in this Attachment A, the terms, descriptions and dollar amounts reflected in the Council Action or contained in this Agreement and the Project Summary shall prevail. For the purposes of resolving conflicts or inconsistencies, the order of precedence is: (1) the Council Action; (2) this Agreement; (3) the Project Summary; and (4) the grant application.

Project Summary

Grant # SG013-148
Grant Type Contamination Investigation
Applicant City of Roseville
Project Name Twin Lake Apartments
Project Location 2785 Fairview Avenue North, Roseville
Council District 10 – vacant

Project Detail

Contaminant History	The 5.9-acre industrial site with two buildings was historically used as a trucking transfer facility. Potential contaminants of concern identified include lead-based paint and asbestos within the existing buildings, polynuclear aromatic hydrocarbons (PAHs), volatile organic compounds (VOCs), metals and petroleum impacts to soil and ground water and potential related soil vapor impacts.
Potential redevelopment project	Potential benefits include the development of 125 market-rate apartments, 80 units of mixed-income housing (including 16 affordable units) and 6,000 square feet of office/retail space.
Potential net tax capacity increase	\$196,971
Est. Jobs (FTEs)	6
Est. Affordable units (60% AMI)	16
Est. Total housing units	205

Funding

Requested amount	\$43,350 for Phase I environmental site assessment, Phase II investigation work plan and Phase II environmental site assessment, hazardous materials assessment and development of a Response Action Plan (RAP)
Funding partners	NA
Match	\$14,450 or 25% of the total eligible investigation cost submitted for reimbursement
Comments	Environmental investigation costs incurred prior to the date of grant award but within 180 days of the application date may be used for grant matching purposes only. Activities paid using other grant funding are not eligible for use as a matching cost.

Use of Funds

Amount	Uses to be completed by 12/31/2014
\$43,300	For Phase I environmental site assessment, Phase II investigation work plan and Phase II environmental site assessment, hazardous materials assessment and development of a Response Action Plan (RAP)

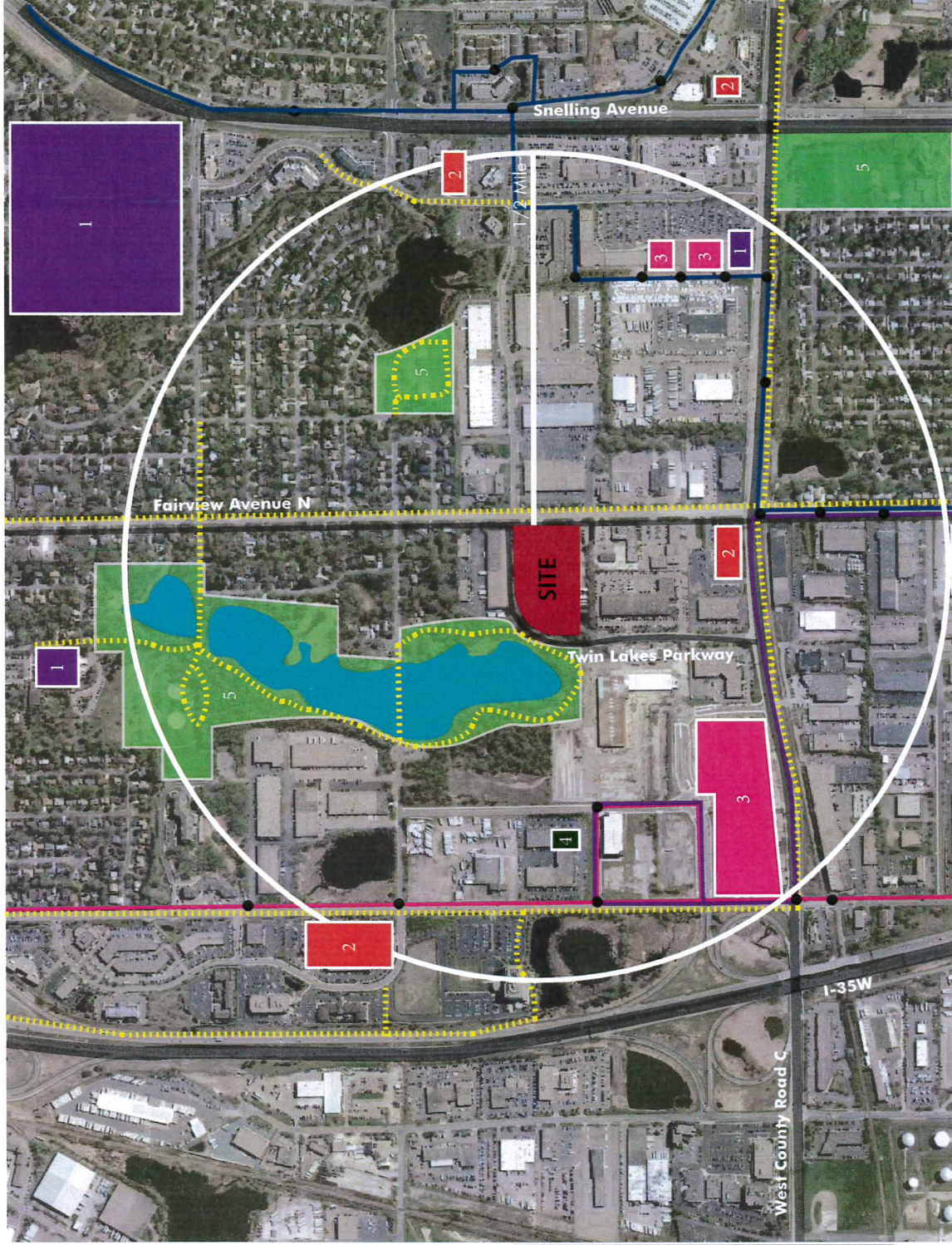
DS

ATTACHMENT B

CONTAMINATION CLEANUP SITE INVESTIGATION LOCATION(S)

This attachment comprises this page and the succeeding page(s) which contain aerial photography or drawings that identify the specific location(s) within the Project boundaries or the Site(s) for which the Grantee must use the grant funds. The attached photography or drawings also may identify the types of eligible cleanup site investigation activities for which the grant funds must be used at specific locations within the Project boundaries or within the Site(s).

Twin Lakes



1. Education
Once Upon a Child
Northwestern College
Johanna Jr. High
2. Health Care
N. Suburban Family Physician
Children's Hospital
St. Paul Eye Clinic
3. Retail
Wal-Mart
Walgreens
Byerlys
4. Worship
Substance Church
5. Parks
Longton Lake Park
Oasis Park
Rosebrook Park

- Educational Facilities
- Health Care
 - Retail
 - Worship
 - Parks
 - Langton Lake
- TRANSIT
- Bike Routes
 - Bus Stop
 - 801 Bus Line
 - 264 Bus Line
 - 225 Bus Line



FOR IMMEDIATE RELEASE

CONTACT: Kitty Gogins
(651) 481-0500
kgogins@mindspring.com

Roseville Community Receives Grant to Advance Dementia-Friendly Work

Roseville, Minn. (April 9, 2014) — The Roseville community has been awarded an \$8,000 grant through ACT on Alzheimer's to help make Roseville a more welcoming community for people with dementia.

A group of Roseville community members, organizations, municipal staff and ISD 623 school district personnel has been working for the past eight months to help the growing number of residents with dementia. This group, called the Roseville Alzheimer's and Dementia Community Action Team, applied for the ACT on Alzheimer's grant as one important vehicle to achieve their goal.

Roseville is one of 12 new action communities to receive grants to help prepare Minnesota for the growing number of people with Alzheimer's disease and related dementias. The Alzheimer's Association estimates there are 88,000 Minnesotans age 65 and older with the disease and thousands more with other dementias.

Roseville's grant is funded through Blue Plus, a subsidiary of Blue Cross Blue Shield of Minnesota, the Medica Foundation, and Greater Twin Cities United Way.

ACT on Alzheimer's is a volunteer-driven, statewide collaboration of more than 60 organizations preparing Minnesota for the personal, social and financial impacts of Alzheimer's. Working with communities striving to become dementia-friendly is one of ACT's key strategies.

"The new communities build on the exciting work being done by the seven pilot action communities," said Olivia Mastry, executive lead for ACT on Alzheimer's. "The goal is to provide community support for those with dementia and their caregivers, allowing people to live in their communities for as long as possible. That helps everyone— families and taxpayers who pay for institutional care, employers who have workers trying to balance all the demands of caregiving, and the individuals themselves." Some areas of focus in the new communities will include inter-generational outreach, engaging new immigrants to Minnesota and working with faith communities.

“We look forward to starting the ACT on Alzheimer’s process in Roseville,” said Kitty Gogins, project leader of the Roseville action team. “Supporting our community members with Alzheimer’s and other dementias and their caregivers will do tremendous good for the community as a whole.” Kitty added, “The action team is looking for volunteers to help in this effort. Currently the greatest need is for people willing to commit five hours to help survey local businesses and organizations.” People who are interested contact Gogins at (651) 481-0500.

Roseville joins the seven pilot communities—Cambridge, Forest Lake, St. Louis Park, St. Paul, Walker, Willmar and the Twin Cities Jewish Community. In addition to Roseville, the new action communities are in Bemidji, Brainerd/Baxter, Detroit Lakes, Edina, Harmony, International Falls, Marshall, Northfield, and St. Paul’s northeast neighborhoods, as well as CLUES (reaching Latino populations) and the Minnesota Council of Churches.

###

More information is available at www.actonalz.org

Current participants in the Roseville Area Alzheimer’s and Dementia Community Action Team Act on Alzheimer’s project include: ACR Homes & Arthur’s Residential Care, Alzheimer’s Speaks & Arthur’s Memory Café, Amherst H. Wilder Foundation, Bluestone Physician Services, Centennial United Methodist Church, Cherrywood Pointe, Como Park/Falcon Heights Living at Home Block Nurse Program, Golden Living Center, Good Samaritan Society, Johanna Shores, Keystone Senior Living in Roseville, Lyngblomsten, Metropolitan Area Agency on Aging, Roseville Area Schools, Roseville Area Senior Program, Roseville City Government, Roseville Fire Department, Roseville Police Department, Sunrise Senior Living, and Roseville community members.



Roseville

Roseville Alzheimer's & Dementia Community Action Team Seeking Volunteers

Do you want to be part of making Roseville a community where people with Dementia and Alzheimer's feel welcome and supported?

The Roseville community received an ACT on Alzheimer's grant to help make our community more dementia friendly. Our first step is to survey community members, organizations and businesses to better understand what kinds of services and information is needed.

We need your help!



What will volunteers do?

- At training, volunteers will learn about the prevalence of Alzheimer's and dementia in our community, the ACT on Alzheimer's project underway, and how to administer the surveys.
- Volunteers will receive a list of five organizations in Roseville to survey, and will need to contact their assigned organizations to find a time to administer the survey prior to July 11.

What is the time commitment?

5 hours—Arranging appointments and administering five surveys is expected to take 3 ½ hours, in addition to 1 ½ hours of training (on the date and time options below).

Volunteer Training Dates & Times:

Tuesday, June 10

Choose one: **3:30–5 PM** OR **6:30–8 PM**

Location:

Fairview Community Center, Room 100

1910 County Rd B West, Roseville, 55113

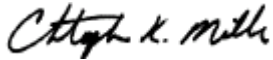
If interested in volunteering or to learn more, contact:

Cindy Albing at (651) 414-5292 or calbing@lyngblomsten.org

REQUEST FOR COUNCIL ACTION

Date: 05/12/14
Item No.: 10.b

Department Approval



City Manager Approval



Item Description: Receive the 2013 Audit Report and Financial Statements

BACKGROUND

State Statute requires an annual presentation of the City's year-end financial report by an independent auditor. The purpose is to provide a forum for which an independent report can be made directly to elected officials with regard to the City's financial operations. A copy of the 2013 Annual Financial Report along with other various reports will be distributed at the meeting.

Matt Mayer, from the firm of Kern, DeWenter, Viere (KDV) will be present to provide an overview of the Annual Report, as well as the audit process and any required disclosures.

Staff will be available for any follow-up questions if necessary.

POLICY OBJECTIVE

The presentation of the annual report is required by State Statute.

FINANCIAL IMPACTS

Not applicable.

STAFF RECOMMENDATION

Staff recommends the Council formally accept the 2013 Audit Report and Financial Statements.

REQUESTED COUNCIL ACTION

Motion to accept the 2013 Annual Financial Report.

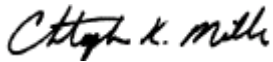
Prepared by: Chris Miller, Finance Director

Attachments: A: 2012 Annual Financial Report & Auditor Reports will be distributed at the Council meeting.

REQUEST FOR COUNCIL ACTION

Date: 05/12/14
Item No.: 10.c

Department Approval



City Manager Approval



Item Description: Recognize Bond Rating Upgrade

BACKGROUND

Earlier this year, the City of Roseville received a bond rating upgrade from Standard & Poor's (S&P), one of the two municipal credit rating agencies commonly used throughout the State. Our rating with S&P went from 'AA' to 'AAA' which is the highest rating available. This upgrade follows an 'Aaa' rating upgrade we received from Moody's two years ago.

Over the past several months, City Staff has been working with S&P to highlight the City's commitment to long-term financial strength and sustainability. We specifically emphasized our strategic financial planning efforts, historically balanced budgets, and cash reserve levels. Other factors included our strong and diverse tax base, and above-average household incomes. A copy of the rating report is attached.

Achieving a higher bond rating is significant because it results in lower borrowing costs. With the recent \$27 million bond issuance it's estimated that the City saved over \$600,000 because of its strong bond rating. These savings will continue with any future bond issuance.

With this recent bond rating upgrade, Roseville became only the 9th Minnesota City to receive the highest bond rating from both S&P and Moody's. This achievement is a major accomplishment and a reflection of the financial discipline exhibited by the City Council and Staff over many years. Terri Heaton, Senior Vice President with Springsted Financial Advisors will be in attendance to present the City with a plaque to recognize this historic milestone.

POLICY OBJECTIVE

Not applicable.

FINANCIAL IMPACTS

Not applicable.

STAFF RECOMMENDATION

Not applicable.

REQUESTED COUNCIL ACTION

Not applicable.

Prepared by: Chris Miller, Finance Director
Attachments: A: Standard & Poor's Rating Reports



130 East Randolph Street
Suite 2900
Chicago, IL 60601
tel 312-233-7000
reference no.: 6057001

February 3, 2014

City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
Attention: Mr. Chris Miller, Finance Director

Re: ***Roseville, Minnesota, Various Series***

Dear Mr. Miller:

Standard & Poor's Ratings Services ("Ratings Services") has reviewed the rating on the above-listed obligations. Based on our review, we have raised our credit rating from "AA" to "AAA" while affirming the stable outlook. A copy of the rationale supporting the rating and outlook is enclosed.

This letter constitutes Ratings Services' permission for you to disseminate the above rating to interested parties in accordance with applicable laws and regulations. However, permission for such dissemination (other than to professional advisors bound by appropriate confidentiality arrangements) will become effective only after we have released the rating on standardandpoors.com. Any dissemination on any Website by you or your agents shall include the full analysis for the rating, including any updates, where applicable.

To maintain the rating, Standard & Poor's must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. You understand that Ratings Services relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the rating and the continued flow of material information as part of the surveillance process. Please send all information via electronic delivery to pubfin_statelocalgovt@standardandpoors.com. If SEC rule 17g-5 is applicable, you may post such information on the appropriate website. For any information not available in electronic format or posted on the applicable website,

Please send hard copies to:

Standard & Poor's Ratings Services
Public Finance Department
55 Water Street
New York, NY 10041-0003

The rating is subject to the Terms and Conditions, if any, attached to the Engagement Letter applicable to the rating. In the absence of such Engagement Letter and Terms and Conditions, the

rating is subject to the attached Terms and Conditions. The applicable Terms and Conditions are incorporated herein by reference.

Ratings Services is pleased to have the opportunity to provide its rating opinion. For more information please visit our website at www.standardandpoors.com. If you have any questions, please contact us. Thank you for choosing Ratings Services.

Sincerely yours,

A handwritten signature in black ink that reads "Standard & Poor's". The signature is written in a cursive, flowing style. The word "Standard" is written in a larger, more prominent script, followed by "&" and then "Poor's". The signature is set against a light green, textured background.

Standard & Poor's Ratings Services

sp
enclosure

Standard & Poor's Ratings Services Terms and Conditions Applicable To Public Finance Credit Ratings

General. The credit ratings and other views of Standard & Poor's Ratings Services ("Ratings Services") are statements of opinion and not statements of fact. Credit ratings and other views of Ratings Services are not recommendations to purchase, hold, or sell any securities and do not comment on market price, marketability, investor preference or suitability of any security. While Ratings Services bases its credit ratings and other views on information provided by issuers and their agents and advisors, and other information from sources it believes to be reliable, Ratings Services does not perform an audit, and undertakes no duty of due diligence or independent verification, of any information it receives. Such information and Ratings Services' opinions should not be relied upon in making any investment decision. Ratings Services does not act as a "fiduciary" or an investment advisor. Ratings Services neither recommends nor will recommend how an issuer can or should achieve a particular credit rating outcome nor provides or will provide consulting, advisory, financial or structuring advice. Unless otherwise indicated, the term "issuer" means both the issuer and the obligor if the obligor is not the issuer.

All Credit Rating Actions in Ratings Services' Sole Discretion. Ratings Services may assign, raise, lower, suspend, place on CreditWatch, or withdraw a credit rating, and assign or revise an Outlook, at any time, in Ratings Services' sole discretion. Ratings Services may take any of the foregoing actions notwithstanding any request for a confidential or private credit rating or a withdrawal of a credit rating, or termination of a credit rating engagement. Ratings Services will not convert a public credit rating to a confidential or private credit rating, or a private credit rating to a confidential credit rating.

Publication. Ratings Services reserves the right to use, publish, disseminate, or license others to use, publish or disseminate a credit rating and any related analytical reports, including the rationale for the credit rating, unless the issuer specifically requests in connection with the initial credit rating that the credit rating be assigned and maintained on a confidential or private basis. If, however, a confidential or private credit rating or the existence of a confidential or private credit rating subsequently becomes public through disclosure other than by an act of Ratings Services or its affiliates, Ratings Services reserves the right to treat the credit rating as a public credit rating, including, without limitation, publishing the credit rating and any related analytical reports. Any analytical reports published by Ratings Services are not issued by or on behalf of the issuer or at the issuer's request. Ratings Services reserves the right to use, publish, disseminate or license others to use, publish or disseminate analytical reports with respect to public credit ratings that have been withdrawn, regardless of the reason for such withdrawal. Ratings Services may publish explanations of Ratings Services' credit ratings criteria from time to time and Ratings Services may modify or refine its credit ratings criteria at any time as Ratings Services deems appropriate.

Reliance on Information. Ratings Services relies on issuers and their agents and advisors for the accuracy and completeness of the information submitted in connection with credit ratings and the surveillance of credit ratings including, without limitation, information on material changes to information previously provided by issuers, their agents or advisors. Credit ratings, and the maintenance of credit ratings, may be affected by Ratings Services' opinion of the information received from issuers, their agents or advisors.

Confidential Information. Ratings Services has established policies and procedures to maintain the confidentiality of certain non-public information received from issuers, their agents or advisors. For these purposes, "Confidential Information" shall mean verbal or written information that the issuer or its agents or advisors have provided to Ratings Services and, in a specific and particularized manner, have marked or otherwise indicated in writing (either prior to or promptly following such disclosure) that such information is "Confidential."

Ratings Services Not an Expert, Underwriter or Seller under Securities Laws. Ratings Services has not consented to and will not consent to being named an “expert” or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. Rating Services has not performed and will not perform the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with a credit rating engagement.

Disclaimer of Liability. Ratings Services does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a credit rating or the results obtained from the use of such information. RATINGS SERVICES GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. Ratings Services, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to any person for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to a credit rating or the related analytic services even if advised of the possibility of such damages or other amounts.

No Third Party Beneficiaries. Nothing in any credit rating engagement, or a credit rating when issued, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient of a credit rating. No person is intended as a third party beneficiary of any credit rating engagement or of a credit rating when issued.

RatingsDirect®

Summary:

Roseville, Minnesota; General Obligation

Primary Credit Analyst:

Elizabeth Bachelder, Chicago (1) 312-233-7006; elizabeth.bachelder@standardandpoors.com

Secondary Contact:

Errol R Arne, New York (1) 212-438-2379; errol.arne@standardandpoors.com

Table Of Contents

Rationale

Outlook

Related Criteria And Research

Summary:

Roseville, Minnesota; General Obligation

Credit Profile

Roseville

Long Term Rating

AAA/Stable

Upgraded

Rationale

Standard & Poor's Ratings Services raised its long-term rating on Roseville, Minn.'s general obligation (GO) bonds to 'AAA' from 'AA' based on its local GO criteria released Sept. 12, 2013. The outlook is stable.

The city's unlimited-tax full faith and credit pledge secures the bonds.

The rating reflects our assessment of the following factors for the city:

- We consider Roseville's economy to be very strong, with its projected per capita effective buying income at 112.5% of the U.S. level and its per capita market value at \$116,019. Roseville (population: 33,969) lies in Ramsey County within 10 miles of Minneapolis' and St. Paul's downtown areas. Roseville's location in the broad and diverse Minneapolis-St. Paul-Bloomington metropolitan statistical area provides residents with extensive employment opportunities. The 2012 average annual unemployment rate in Ramsey County was 5.8%, which was on par with the state's average of 5.6% and well below the nation's average of 8.1%.
- In our opinion, the city's budgetary flexibility is very strong, with available reserves exceeding 30% for the past three years and no plans to significantly spend down reserves. Audited fiscal 2012 general fund available reserves were \$6.16 million, or 49.4% of general fund expenditures. We expect the available fund balance to decrease in fiscal 2014 to \$5.81 million, as management plans to draw on reserves in order to keep the tax levy flat in 2014. This will bring the reserve level to approximately 43.3% of general fund expenditures, which still provides very strong budgetary flexibility, in our view.
- The city's budgetary performance has been strong overall, in our view, with a 2.8% surplus for the general fund and a 9.0% surplus for total governmental funds in fiscal 2012. We are expecting similarly strong budgetary results in fiscal years 2013 and 2014 after adjusting out capital expenditures financed with bond proceeds. Property taxes, which comprised 76% of general fund revenues in fiscal 2012, are stable.
- Supporting Roseville's finances is liquidity we consider very strong, with total government available cash that is well over 100% of both total governmental funds expenditures and debt service. In addition, we believe the city has strong access to external liquidity.
- We view Roseville's management conditions as very strong, with strong financial management practices.
- In our opinion, the city's debt and contingent liabilities profile is very strong, with total governmental funds debt service comprising 7.8% of total governmental funds expenditures and net direct debt that is 116.7% of total governmental funds revenue. Overall net debt as a percent of market value is 2.3%, and the city will retire 69.4% of its direct debt within 10 years. Roseville has no plans to issue additional debt in the next two years.
- The city covers all full-time and certain part-time employees through defined-benefit plans administered by the Public Employees Retirement Assn. of Minnesota (PERA). PERA administers the General Employees Retirement Fund (GERF) and the Public Employees Police and Fire Fund (PEPFF), which are cost-sharing, multiple-employer

retirement plans. The city makes its full required contribution payments defined by state statute, which were \$509,000 for GERF and \$600,000 for PEPFF in fiscal 2012. In addition, the city contributes to the Roseville Fire Department Relief Assn., a single-employer defined-benefit pension plan that provides retirement, disability, and death benefits to the city's volunteer firefighters. The city funding requirements equal the minimum obligation less the Minnesota State fire aid. Roseville contributed \$206,000 to this plan in 2012. Combined, pension contributions totaled 4.9% of total governmental funds expenditures in fiscal 2012. Roseville does not pay for any portion of retiree healthcare premiums but allows employees to stay in its health insurance plan upon retirement and continue to pay active premium rates. As such, a portion of the city's contributions to the healthcare plan for active employees constitutes an implicit subsidy contribution on behalf of its retirees. In 2012, this other postemployment benefit (OPEB) implicit subsidy contribution totaled \$68,000. As of the Jan. 1, 2011 actuarial valuation, the city's unfunded OPEB liability was \$1.71 million, which it funds on a pay-as-you-go basis. Together, the city's OPEB and pension contributions equaled 5.2% of total governmental funds expenditures.

- We consider the Institutional Framework score for Minnesota cities with a population above 2,500 to be strong. See "Institutional Framework Overview: Minnesota Local Governments," Sept. 12, 2013.

Outlook

The stable outlook reflects what we view as Roseville's consistent financial operations, including very strong budgetary flexibility and liquidity and strong budgetary performance, supported by very strong management conditions. We do not expect to revise the rating in the next two years, given the city's very strong economy, which is unlikely to change significantly, and our anticipation that Roseville will maintain balanced budgetary results.

Related Criteria And Research

Related Criteria

- USPF Criteria: Local Government GO Ratings Methodology And Assumptions, Sept. 12, 2013
- Ratings Above The Sovereign: Corporate And Government Ratings—Methodology And Assumptions, Nov. 19, 2013

Related Research

- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013
- Institutional Framework Overview: Minnesota Local Governments, Sept. 12, 2013

Complete ratings information is available to subscribers of RatingsDirect at www.globalcreditportal.com. All ratings affected by this rating action can be found on Standard & Poor's public Web site at www.standardandpoors.com. Use the Ratings search box located in the left column.

Copyright © 2014 Standard & Poor's Financial Services LLC, a part of McGraw Hill Financial. All rights reserved.

No content (including ratings, credit-related analyses and data, valuations, model, software or other application or output therefrom) or any part thereof (Content) may be modified, reverse engineered, reproduced or distributed in any form by any means, or stored in a database or retrieval system, without the prior written permission of Standard & Poor's Financial Services LLC or its affiliates (collectively, S&P). The Content shall not be used for any unlawful or unauthorized purposes. S&P and any third-party providers, as well as their directors, officers, shareholders, employees or agents (collectively S&P Parties) do not guarantee the accuracy, completeness, timeliness or availability of the Content. S&P Parties are not responsible for any errors or omissions (negligent or otherwise), regardless of the cause, for the results obtained from the use of the Content, or for the security or maintenance of any data input by the user. The Content is provided on an "as is" basis. S&P PARTIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, FREEDOM FROM BUGS, SOFTWARE ERRORS OR DEFECTS, THAT THE CONTENT'S FUNCTIONING WILL BE UNINTERRUPTED, OR THAT THE CONTENT WILL OPERATE WITH ANY SOFTWARE OR HARDWARE CONFIGURATION. In no event shall S&P Parties be liable to any party for any direct, indirect, incidental, exemplary, compensatory, punitive, special or consequential damages, costs, expenses, legal fees, or losses (including, without limitation, lost income or lost profits and opportunity costs or losses caused by negligence) in connection with any use of the Content even if advised of the possibility of such damages.

Credit-related and other analyses, including ratings, and statements in the Content are statements of opinion as of the date they are expressed and not statements of fact. S&P's opinions, analyses, and rating acknowledgment decisions (described below) are not recommendations to purchase, hold, or sell any securities or to make any investment decisions, and do not address the suitability of any security. S&P assumes no obligation to update the Content following publication in any form or format. The Content should not be relied on and is not a substitute for the skill, judgment and experience of the user, its management, employees, advisors and/or clients when making investment and other business decisions. S&P does not act as a fiduciary or an investment advisor except where registered as such. While S&P has obtained information from sources it believes to be reliable, S&P does not perform an audit and undertakes no duty of due diligence or independent verification of any information it receives.

To the extent that regulatory authorities allow a rating agency to acknowledge in one jurisdiction a rating issued in another jurisdiction for certain regulatory purposes, S&P reserves the right to assign, withdraw, or suspend such acknowledgement at any time and in its sole discretion. S&P Parties disclaim any duty whatsoever arising out of the assignment, withdrawal, or suspension of an acknowledgment as well as any liability for any damage alleged to have been suffered on account thereof.

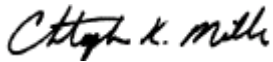
S&P keeps certain activities of its business units separate from each other in order to preserve the independence and objectivity of their respective activities. As a result, certain business units of S&P may have information that is not available to other S&P business units. S&P has established policies and procedures to maintain the confidentiality of certain nonpublic information received in connection with each analytical process.

S&P may receive compensation for its ratings and certain analyses, normally from issuers or underwriters of securities or from obligors. S&P reserves the right to disseminate its opinions and analyses. S&P's public ratings and analyses are made available on its Web sites, www.standardandpoors.com (free of charge), and www.ratingsdirect.com and www.globalcreditportal.com (subscription) and www.spcapitaliq.com (subscription) and may be distributed through other means, including via S&P publications and third-party redistributors. Additional information about our ratings fees is available at www.standardandpoors.com/usratingsfees.

REQUEST FOR COUNCIL ACTION

Date: 05/12/2014
Item No.: 12.a

Department Approval



City Manager Approval



Item Description: Receive Preliminary Report on the 2015 Budget & Tax Levy Impact Items

BACKGROUND

At the February 24, 2014 City Council meeting the Council considered the proposed 2015 Budget Calendar which outlined a series of steps to establish an eventual budget. One of those steps included a preliminary review of the major budget impact items.

The information below is presented in two sections. The first section highlights the general budget impacts in the property tax-supported programs. There will be additional impacts that will be highlighted in the departmental budget presentations on May 22nd. The second section deals with programs that are supported by non-tax revenues; however Staff is recommending at this time that a separate discussion be held given the varied nature of these programs and their funding sources.

SECTION 1: Property Tax-Supported Programs

A summary containing an estimate of these impacts is presented below.

2015 Budget Impacts: Property Tax-Supported Programs

Budget Impact Item	Description / Comments	2015 Amount
Employer PERA Contribution	Mandated contribution increase for Employees	52,000
Employee COLA	Based on 2% cost-of-living-adjustment (COLA)	196,000
Employee wage step increases	Eligible employees under the Compensation Plan	100,000
Employee Healthcare	Increased healthcare premiums **	-
Capital replacements – New	Based on Staff recommendations (per memo)	55,000
General inflation - Capital	Inflation on scheduled capital replacements	5,000
General inflation - Operations	Inflation on supplies, professional services, etc.	100,000
Eliminate Use of Reserves	2014 Budget relied on reserves to balance the budget	346,000
POC Fire Employee Wages	Union formation and Fire Department reorg. Pending	unknown
POC Fire Employee Healthcare	Union formation and Fire Department reorg. Pending	unknown
Reduction - Debt Service	City Hall Bond Refunding Savings (annual)	(60,000)
Reduction - Debt Service	Street Bond #25 Paid Off	(160,000)
Reduction - Fire Relief Contribution	Projected decrease per revised actuarial study	(11,000)
Total Minimum Impact		\$ 623,000

** The City is projecting a 3-5% increase in healthcare premiums; however these costs are expected to be offset by lower enrollments in the City's Healthcare Plan.

As shown in the table above, there is at least \$623,000 of potential tax-supported budgetary impacts in 2015. Each of these impacts is briefly described below.

Employer PERA Contribution Increase

The 2014 Legislature enacted mandatory employer *and* employee contribution increases in 2015 for all employees covered by the Public Employees Retirement Association (PERA). The City contribution rate for employees covered under the Police and Fire PERA Plan will increase from 15.3% of salary to 16.2%. The contribution for employees covered under the General PERA Plan will increase from 7.25% to 7.50%.

The contribution rate for the Police and Fire Plan is higher due to the fact that employees covered under this plan do NOT receive employer-paid FICA (Social Security) of 6.2%.

The total financial impact is \$63,300, of which \$52,000 lies within the tax-supported funds.

Employee Cost-of-Living Adjustment (COLA)

The City has a long-standing practice of maintaining external and internal pay equity amongst all employee groups including union and non-union employees. The Police Patrol, Police Sergeants, and Maintenance Operators unions have all agreed to a 2% COLA for 2015. The 2% COLA is consistent with pay adjustments provided by peer cities. As of this date, the Paid-on-Call Firefighters union has not settled on a pay plan.

In the interest in keeping external and internal equity, it is recommended that all regular non-union employees also receive a 2% COLA. The cost for this adjustment in the tax-supported funds is approximately \$196,000.

Employee Wage Step Increases

Under the City's Compensation Plan(s), eligible employees that meet satisfactory performance standards are advanced to a higher step within their position pay grade. The higher step is in recognition of the added skills and institutional knowledge that the employee has obtained. It also reflects the increased value the employee creates for the City. This approach is coupled with the general practice of hiring less experienced employees at a lower pay step or introductory wage.

About half of all full-time employees are still progressing through these wage steps. The total financial impact in the tax-supported funds is approximately \$100,000

Capital Replacements

As previously recommended by the CIP Committee; the CIP Funding Plan calls for an \$80,000 increase in the 2015 tax levy to strengthen the City's Pathways program. It is suggested however, that the City Council consider a funding increase of only \$55,000 for General Facilities instead. This is explained further in a separate Staff Memo.

General Inflation

The City is projecting a general inflationary impact of approximately 2% on all non-personnel related costs. This would include any capital purchases as well as supplies, materials, and contractual services needed for day-to-day operations. The estimated impact in the tax-supported funds is \$105,000.

67 Use of Cash Reserves

68 The 2014 General Fund Budget relied on the use of \$346,000 of cash reserves to achieve a balanced
69 budget. While the use of cash reserves for one-time purposes is generally accepted, the Council-
70 adopted financial policies call for balanced and sustainable budgets.

71
72 To eliminate the reliance on the use of cash reserves for day-to-day operations, a permanent funding
73 source will need to be identified.

74
75 Paid-on-Call Firefighter Wages and Healthcare

76 As of this date, the Paid-on-Call Firefighters union has not settled on a 2015 Contract. It is conceivable
77 that a significant impact on the 2015 Budget and tax levy will result from these discussions.

78
79 Debt Service Reductions Savings

80 The bonds originally issued to finance the renovation and expansion of City Hall and Public Works
81 Building was refunded in 2013 to take advantage of lower interest rates. The annual savings was
82 \$60,000 which takes effect in 2015.

83
84 In addition, one of the City's street replacement bonds will be fully paid by the end of 2014 which will
85 allow us to eliminate the dedicated tax levy that was said aside for this purpose.

86
87 Other Legislative Impacts

88 City Staff continues to monitor other legislative impacts including the recently passed changes to the
89 State's minimum wage laws. Beginning August 1, 2014, the minimum wage will be \$8 per hour for
90 large employers including the City of Roseville and will rise to \$9 per hour on August 1, 2015. This is
91 not expected to have any significant impact on the budget for 2015 given that most City employees are
92 already making more than these amounts, or are exempted from the new law.

93
94 A more serious impact could result if the Legislature forgoes any changes to the current LGA formula.
95 Based on preliminary LGA projections provided by the MN House Research Department, Roseville
96 would lose its entire LGA appropriation of \$225,000 annually in 2015. Only a handful of cities would
97 lose their entire appropriation under the formula. Ironically, the City is a 'victim' of its own success
98 under the LGA formula. With the recent population gains from Applewood II, Sienna Green, and
99 Josephine Woods development projects, along with an expanding tax base; the LGA formula
100 recognizes that Roseville has the means to financially support itself without state assistance.

101
102 The LGA monies are currently earmarked for general facility capital replacements. Given the sizeable
103 budget pressures being faced for 2015, it is suggested that this be addressed further in conjunction with
104 a broader discussion on the City's long-term capital facility needs.

105
106 **Budgetary Impact on Property Taxes**

107 For 2015 the total projected budget and tax levy impact from the items noted above will be at least
108 \$623,000. This will result in an increase of 3.5% over the current tax levy. Based on preliminary
109 estimates of our 2015 market values which includes an 11% increase in the value of a median valued
110 home, this will result in an estimated tax impact on a median single-family home of \$6.40 per month.

111
112

113 **SECTION 2: Non Tax-Supported Programs**

114

115 ****** Given the varied nature of each individual NON tax-supported program and their distinct funding
116 sources, broad-based impacts such as those detailed above cannot be compiled in a meaningful way.
117 There will be more specific discussions on the major non tax-supported programs later in the budget
118 process. ******

119 **POLICY OBJECTIVE**

120 Evaluating major budget impacts prior to establishing preliminary spending and tax levy target levels is
121 consistent with industry-recommended practices, and prior years' budget-development process.

122 **FINANCIAL IMPACTS**

123 Not applicable.

124 **STAFF RECOMMENDATION**

125 Not applicable.

126 **REQUESTED COUNCIL ACTION**

127 For information purposes only. No formal Council action is required. However, the Council is asked
128 to provide general guidance on spending and tax levy target levels for next year's budget.

129

Prepared by: Chris Miller, Finance Director

Attachments: A: For reference purposes: Staff Memo on 2013 Cash Reserves
B: For reference purposes: Staff Memo on 2012 Cash Reserves
C: For reference purposes: Cash Reserve Summary and Projections

130



Memo

To: Mayor and City Council
Pat Trudgeon, City Manager
From: Chris Miller, Finance Director
Date: April 4, 2014
Re: Summary of City Cash Reserves

Introduction

The purpose of this memo is to provide a summary of the City's current cash reserve levels, as well as an overview on why the City maintains cash reserves.

Reserves are oftentimes referred to as cash, rainy day funds, contingency funds, or fund balance. In many instances these terms can be used interchangeably. However, for purposes of this discussion we'll refer to them as 'cash reserves' - or monies that the City can draw upon to provide for; day-to-day operations, capital replacements, one-time expenditures, or unforeseen circumstances.

One further distinction is made with regard to the City's cash reserves. All municipalities are required to distinguish between *restricted* reserves and *unrestricted* reserves. These categories are described in further detail below.

The Role of Cash Reserves

Municipalities maintain reserves for the following reasons:

- ❖ Provide cash flow to support current operations in between revenue collection periods
- ❖ To address unforeseen circumstances
- ❖ To provide for future capital expenditures
- ❖ Strengthen overall financial condition, and bond (credit) rating

Most municipalities in Minnesota, including Roseville, rely heavily on the property tax to provide for its General Fund operations. However, property taxes are received by the City only twice per year. Therefore, the City must maintain reserves to offset the lengthy period of time during which property taxes are not being collected. Reserves are also held to address unforeseen circumstances such as weather-related damage to City facilities, or to offset an unexpected loss in revenues like state-aid.

In addition, reserves are also systematically established to provide for future expenditures that are expected to occur in the future, such as reconstructing a road or replacing a fire truck. Finally, reserves are held to strengthen a City's overall financial condition. Simply put, the greater the reserves, the stronger the City's overall financial condition will be. Strong reserve levels allow cities to respond better to changing circumstances, and preserve a greater number of options as compared to weaker reserve levels.

A strong reserve level can also produce a better bond rating. Currently, the City enjoys an 'Aaa' rating from Moody's, and an 'AAA' rating from Standard & Poor's, which places the City in the upper 3% nationally. If our bond rating should fall, it would translate into higher borrowing costs. A bond rating that is reduced by just one tier from 'Aaa' to Aa1' could result in an additional \$25,000-\$35,000 in interest costs for each \$1 million issued in today's markets.

Restricted vs. Unrestricted

As noted above, all municipalities must distinguish between *restricted* and *unrestricted* cash reserves. *Restricted* reserves are monies that have constraints placed on them by either external entities such as debt covenants, grantors, or laws and regulations of another government; or by laws through constitutional provisions or enabling legislation.

Examples of *Restricted* Funds include:

- a) Community Development (building permit fees)
- b) Communications (franchise fees)
- c) Water, Sanitary Sewer, Storm Sewer (fees)

Because these funds are restricted, they are unavailable for general purposes such as police, fire, streets, etc. They can only be used for the purpose in which the fees were imposed.

In contrast, *unrestricted* cash reserves such as those held in the General Fund can be used for any public purpose. It should be noted however that these funds are oftentimes segregated or earmarked for specific programs and services. Re-purposing these funds will likely have an impact on service levels.

Current Cash Reserve Levels

The following table depicts the City's current cash reserve levels as of 12/31/13 (the last year for which audited financial statements are available) for key operating funds:

Fund	2014 Budget	12/31/2013 Reserves	Target Pct.	Actual Pct.	\$\$ Over (Under)
General (unrestricted)	\$ 13,429,235	\$ 5,766,481	40%	43%	\$ 394,787
Parks & Recreation	4,134,050	1,111,161	25%	27%	77,649
Community Development	1,190,995	595,148	35%	50%	178,300
Communications	420,195	584,645	20%	139%	500,606
Information Technology	1,639,000	359,115	20%	22%	31,315
License Center	1,310,075	925,567	20%	71%	663,552
		\$ 9,342,117			

As indicated in the chart, the City has approximately \$9.3 million in cash reserves in its key operating funds which generally provide for day-to-day activities. It should be noted that some of these reserves; including the amounts in the Communications, Information Technology, and License Center funds are also set aside for future capital replacements. In addition, the 2014 General Fund Budget relied on the use of \$346,000 of cash reserves to close a funding gap, so the reserve levels shown above are expected to decline this year.

Some of these reserves are unrestricted and could potentially be re-purposed. However, doing so could come at great expense to existing programs and service levels.

In addition, the City also maintains cash reserves in separately-held capital replacement funds. These funds do not provide for any day-to-day-activities. A separate memo regarding these reserves will be forthcoming in conjunction with the discussion on the 20-Year Capital Improvement Plan.

Relationship between Reserves & Property Taxes

In addition to the roles identified above, cash reserves also play a role in determining what the City's property tax levy needs to be. In 2013, the City's operating cash reserves earned approximately \$300,000 in interest earnings. These interest earnings were used to provide funding for current operations, thereby reducing the amount needed from property taxes or fees.

A significant portion of these earnings were contained in the Street Replacement Fund and were used to finance the annual Mill and Overlay Program for neighborhood streets.

Holding all other factors constant, if reserve levels drop by 10%, the City would have earned only \$270,000 in earnings; a decrease of \$30,000. This would have necessitated a corresponding increase in the tax levy and/or fees to keep funding levels the same.

Final Comments

It is recognized that the City's overall financial condition is strong in large part due to its healthy reserve levels. However, the Council is advised to refrain from unsustainable practices such as using reserves to support day-to-day operations for successive years. In addition, to remain strong, cash reserve levels need to continue growing in proportion with the operating budget.

City of Roseville
Fund Balance Levels
For Key Capital Replacement Funds

Current				
<u>Fund</u>	12/31/2013 <u>Reserves</u>	Target <u>Pct.</u>	Actual <u>Pct.</u>	<u>\$\$ Over (Under)</u>
Police Vehicles & Equipment	\$ 362,353	n/a	n/a	n/a
Fire Vehicles & Equipment	702,332	n/a	n/a	n/a
Parks & Rec. Vehicles & Equipment	119,075	n/a	n/a	n/a
Public Works Vehicles & Equipment	669,569	n/a	n/a	n/a
Administration Equipment	5,157	n/a	n/a	n/a
Finance Equipment	9,845	n/a	n/a	n/a
Central Services Equipment	84,930	n/a	n/a	n/a
Building Replacement	808,623	n/a	n/a	n/a
Pathway Maintenance	268,515	n/a	n/a	n/a
Parks Improvement Program	359,880	n/a	n/a	n/a
Park Dedication	1,337,837	n/a	n/a	n/a
Street Replacement	11,874,976	n/a	n/a	n/a
* Water	(685,012)	n/a	n/a	n/a
* Sanitary Sewer	1,297,506	n/a	n/a	n/a
* Storm Water	4,241,930	n/a	n/a	n/a
* Recycling	234,017	n/a	n/a	n/a
* Golf Course	259,258	n/a	n/a	n/a
	<u>\$ 21,950,791</u>			

* Reserves are used for operations and capital replacements



Memo

To: Mayor and City Council
Pat Trudgeon, Interim City Manager
From: Chris Miller, Finance Director
Date: August 15, 2013
Re: Summary of City Cash Reserves

Introduction

The purpose of this memo is to provide a summary of the City's current cash reserve levels, as well as an overview on why the City maintains cash reserves.

Reserves are oftentimes referred to as cash, rainy day funds, contingency funds, or fund balance. In many instances these terms can be used interchangeably. However, for purposes of this discussion we'll refer to them as 'cash reserves' - or monies that the City can draw upon to provide for; day-to-day operations, capital replacements, one-time expenditures, or unforeseen circumstances.

One further distinction is made with regard to the City's cash reserves. All municipalities are required to distinguish between *restricted* reserves and *unrestricted* reserves. These categories are described in further detail below.

The Role of Cash Reserves

Municipalities maintain reserves for the following reasons:

- ❖ Provide cash flow to support current operations in between revenue collection periods
- ❖ To address unforeseen circumstances
- ❖ To provide for future capital expenditures
- ❖ Strengthen overall financial condition, and bond (credit) rating

Most municipalities in Minnesota, including Roseville, rely heavily on the property tax to provide for its General Fund operations. However, property taxes are received by the City only twice per year. Therefore, the City must maintain reserves to offset the lengthy period of time during which property taxes are not being collected. Reserves are also held to address unforeseen circumstances such as weather-related damage to City facilities, or to offset an unexpected loss in revenues like state-aid.

In addition, reserves are also systematically established to provide for future expenditures that are expected to occur in the future, such as reconstructing a road or replacing a fire truck. Finally, reserves are held to strengthen a City's overall financial condition. Simply put, the greater the reserves, the stronger the City's overall financial condition will be. Strong reserve levels allow cities to respond better to changing circumstances, and preserve a greater number of options as compared to weaker reserve levels.

A strong reserve level can also produce a better bond rating. Currently, the City enjoys an 'Aaa' rating from Moody's, and an 'AA' rating from Standard & Poor's, which places the City in the upper 5% nationally. If our bond rating should fall, it would translate into higher borrowing costs. A bond rating that is reduced by just one tier from 'Aaa' to Aa1' could result in an additional \$25,000-\$35,000 in interest costs for each \$1 million issued in today's markets.

Restricted vs. Unrestricted

As noted above, all municipalities must distinguish between *restricted* and *unrestricted* cash reserves. *Restricted* reserves are monies that have constraints placed on them by either external entities such as debt covenants, grantors, or laws and regulations of another government; or by laws through constitutional provisions or enabling legislation.

Examples of *Restricted* Funds include:

- a) Community Development (building permit fees)
- b) Communications (franchise fees)
- c) Water, Sanitary Sewer, Storm Sewer (fees)

Because these funds are restricted, they are unavailable for general purposes such as police, fire, streets, etc. They can only be used for the purpose in which the fees were imposed.

In contrast, *unrestricted* cash reserves such as those held in the General Fund can be used for any public purpose. It should be noted however that these funds are oftentimes segregated or earmarked for specific programs and services. Re-purposing these funds will likely have an impact on service levels.

Current Cash Reserve Levels

The following table depicts the City's current cash reserve levels as of 12/31/12 (the last year for which audited financial statements are available) for key operating funds:

<u>Fund</u>	2013 <u>Budget</u>	12/31/2012 <u>Reserves</u>	Target <u>Pct.</u>	Actual <u>Pct.</u>	<u>\$ Over</u> <u>(Under)</u>
General	\$ 12,836,937	\$ 5,568,600	40%	43%	\$ 433,825
Parks & Recreation	4,008,105	922,537	25%	23%	(79,489)
Community Development	1,045,990	367,417	35%	35%	1,321
Communications	374,698	591,108	20%	158%	516,168
Information Technology	1,562,060	226,365	20%	14%	(86,047)
License Center	1,195,295	790,951	20%	66%	551,892
Water	n/a	-	n/a	n/a	n/a
Sewer	n/a	1,476,000	n/a	n/a	n/a
Stormwater	n/a	2,974,000	n/a	n/a	n/a
Recycling	n/a	264,000	n/a	n/a	n/a
Golf Course	n/a	315,000	n/a	n/a	n/a
		<u>\$ 13,495,978</u>			

As indicated in the chart, the City has approximately \$13.5 million in cash reserves in its key operating funds which generally provide for day-to-day activities. It should be noted that some of these reserves, such as the amounts depicted in the information technology, communications, and water & sewer funds also provide for capital replacements.

In addition, the City also maintains cash reserves in separately-held capital replacement funds. These funds do not provide for any day-to-day-activities. The following table depicts the City's current cash reserve levels as of 12/31/12 (the last year for which audited financial statements are available) for key capital replacement funds:

<u>Fund</u>	12/31/2012 <u>Reserves</u>	Target <u>Pct.</u>	Actual <u>Pct.</u>	<u>\$\$ Over (Under)</u>
Police Vehicles & Equipment	\$ 249,435	n/a	n/a	n/a
Fire Vehicles & Equipment	582,719	n/a	n/a	n/a
Parks & Rec. Vehicles & Equipment	148,710	n/a	n/a	n/a
Public Works Vehicles & Equipment	426,938	n/a	n/a	n/a
Administration Equipment	4,930	n/a	n/a	n/a
Finance Equipment	4,930	n/a	n/a	n/a
Central Services Equipment	(516)	n/a	n/a	n/a
Building Replacement	691,644	n/a	n/a	n/a
Pathway Maintenance	250,025	n/a	n/a	n/a
Parks Improvement Program	349,136	n/a	n/a	n/a
Street Replacement	10,245,976	n/a	n/a	n/a
	<u>\$ 12,953,927</u>			

As indicated in the chart, the City has approximately \$12.9 million in cash reserves in its key capital replacement funds – funds set aside for future capital.

Nearly all of these reserves are unrestricted meaning they could be re-purposed. However, doing so could come at great expense to existing programs and service levels. The Council is strongly advised to look at the 20-year Capital Improvement Plan (CIP) to fully ascertain whether the reserves held in these funds are sufficient to meet the City's long-term capital asset needs.

Relationship between Reserves & Property Taxes

In addition to the roles identified above, cash reserves also play a role in determining what the City's property tax levy needs to be. In 2012, the City's operating cash reserves earned approximately \$400,000 in interest earnings. These interest earnings were used to provide funding for current operations, thereby reducing the amount needed from property taxes or fees.

A significant portion of these earnings were contained in the Street Replacement Fund and were used to finance the annual Mill and Overlay Program for neighborhood streets.

Holding all other factors constant, if reserve levels drop by 10%, the City would have earned only \$360,000 in earnings; a decrease of \$40,000. This would have necessitated a corresponding increase in the tax levy and/or fees to keep funding levels the same.

Final Comments

It is recognized that the City's overall financial condition is strong in large part due to its healthy reserve levels. However, the Council is advised to refrain from unsustainable practices such as using reserves to support day-to-day operations for successive years. In addition, to remain strong, cash reserve levels need to continue growing in proportion with the operating budget.

City of Roseville
Fund Balance Levels
For Key Operating Funds

Attachment C

Current						Projected							
Fund	2014	12/31/2013	Target	Actual	\$\$ Over (Under)	2015	Actual	2016	Actual	2017	Actual	2018	Actual
	<u>Budget</u>	<u>Reserves</u>	<u>Pct.</u>	<u>Pct.</u>		<u>Budget</u>	<u>Pct.</u>	<u>Budget</u>	<u>Pct.</u>	<u>Budget</u>	<u>Pct.</u>	<u>Budget</u>	<u>Pct.</u>
** General (unrestricted)	\$ 13,429,235	\$ 5,766,481	40%	43%	\$ 394,787	\$ 13,832,112	42%	\$ 14,247,075	40%	\$ 14,674,488	39%	\$ 15,114,722	38%
Parks & Recreation	4,134,050	1,111,161	25%	27%	77,649	4,258,072	26%	4,385,814	25%	4,517,388	25%	4,652,910	24%
Community Development	1,190,995	595,148	35%	50%	178,300	1,226,725	49%	1,263,527	47%	1,301,432	46%	1,340,475	44%
Communications	420,195	584,645	20%	139%	500,606	432,801	135%	445,785	131%	459,158	127%	472,933	124%
Information Technology	1,639,000	359,115	20%	22%	31,315	1,688,170	21%	1,738,815	21%	1,790,980	20%	1,844,709	19%
License Center	1,310,075	925,567	20%	71%	663,552	1,349,377	69%	1,389,859	67%	1,431,554	65%	1,474,501	63%
	\$ 9,342,117												

** NOTE - \$346K in GF Reserve Spending was budgeted in 2014

Inflation rate 3.0%

City of Roseville
Fund Balance Levels
For Key Capital Replacement Funds

Attachment C

Fund	Current				Projected **				
	12/31/2013 Reserves	Target Pct.	Actual Pct.	\$\$ Over (Under)	2014	2015	2016	2017	2018
Police Vehicles & Equipment	\$ 362,353	n/a	n/a	n/a	332,353	283,010	310,635	267,365	274,995
Fire Vehicles & Equipment	702,332	n/a	n/a	n/a	601,000	449,000	447,980	708,940	654,618
Parks & Rec. Vehicles & Equipment	119,075	n/a	n/a	n/a	56,000	(205,000)	(158,500)	14,000	(10,720)
Public Works Vehicles & Equipment	669,569	n/a	n/a	n/a	621,000	554,200	228,784	156,860	329,497
Administration Equipment	5,157	n/a	n/a	n/a	11,157	13,000	21,260	29,685	38,279
Finance Equipment	9,845	n/a	n/a	n/a	11,845	15,000	21,300	27,726	34,281
Central Services Equipment	84,930	n/a	n/a	n/a	83,930	81,160	79,943	78,702	77,436
Building Replacement	808,623	n/a	n/a	n/a	408,000	127,700	(192,746)	(346,446)	(603,446)
Pathway Maintenance	268,515	n/a	n/a	n/a	258,000	248,000	232,960	217,691	201,972
Parks Improvement Program	359,880	n/a	n/a	n/a	379,000	399,000	(1,148,690)	(2,625,810)	(4,146,110)
Park Dedication	1,337,837	n/a	n/a	n/a	1,337,837	1,337,837	1,337,837	1,337,837	1,337,837
Street Replacement	11,874,976	n/a	n/a	n/a	10,500,000	8,225,000	7,314,500	6,285,790	5,136,506
* Water	(685,012)	n/a	n/a	n/a	(600,000)	(554,000)	(854,000)	(764,000)	(743,000)
* Sanitary Sewer	1,297,506	n/a	n/a	n/a	1,000,000	575,000	436,500	370,230	342,635
* Storm Water	4,241,930	n/a	n/a	n/a	4,000,000	3,074,000	2,835,480	2,964,190	3,038,473
* Recycling	234,017	n/a	n/a	n/a	234,017	234,017	234,017	234,017	234,017
* Golf Course	259,258	n/a	n/a	n/a	190,000	100,500	(10,990)	(84,490)	(164,990)
	\$ 21,950,791				\$ 19,424,139	\$ 14,957,424	\$ 11,136,270	\$ 8,872,287	\$ 6,032,280

* Reserves are used for operations and capital replacements

** Projected reserve levels are based on current funding sources and scheduled capital replacements

REQUEST FOR COUNCIL ACTION

Date: May 12, 2014
Item No.: 13.a

Department Approval

City Manager Approval



Item Description: Appoint Member to a Partial Term on the Human Rights Commission

BACKGROUND

On May 5, the City Council interviewed four applicants who are interested in appointment to a partial term on the Human Rights Commission.

FINANCIAL IMPACTS

None

REQUESTED COUNCIL ACTION

Appoint _____ to the Human Rights Commission for term ending March 31, 2015.

Prepared by: Patrick Trudgeon, City Manager

Attachments: A: Council Preferences

Advisory Commission Tallies

Commission
Human Rights
 1 vac, <1 yrs

<u>Councilmember</u>	<u>Choice A</u>	<u>Choice B</u>	<u>Choice C</u>	<u>Choice D</u>	<u>Choice E</u>
<i>Etten</i>	Carey	Immerman			
<i>Laliberte</i>	Carey				
<i>McGehee</i>	Carey				
<i>Willmus</i>	Carey				
<i>Mayor Roe</i>	Dao	Eberhard			

<i>Chair Groff (ref)</i>	Carey	
--------------------------	-------	--

Council Tally:

Carey	4
Dao	1
Eberhard	1
Immerman	1

ROSEVILLE
REQUEST FOR COUNCIL ACTION

DATE: 5/12/2014
ITEM NO: 13.b

Division Approval



City Manager Approval



Item Description: Request by J.W. Moore, Inc., holder of a purchase agreement for the residential property at 297-311 Co. Rd. B, for approval of a **rezoning** from LDR-1 to LDR-2 and a **preliminary plat** creating 7 residential lots (PF14-002).

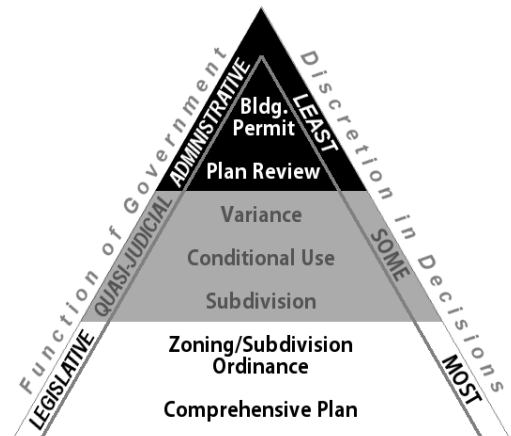
Application Review Details

- Public hearing: April 10, 2014
- RCA prepared: May 7, 2014
- City Council action: May 12, 2014
- Extended action deadline: May 12, 2014

Action taken on a proposed zoning change or easement vacation is **legislative** in nature; the City has broad discretion in making land use decisions based on advancing the health, safety, and general welfare of the community.

Action taken on a plat proposal is **quasi-judicial**;

the City's role is to determine the facts associated with the request, and apply those facts to the legal standards contained in State Statute and City Code.



1.0 REQUESTED ACTION

J.W. Moore, Inc. proposes to rezone the residential parcels at 297-311 County Road B to facilitate a 7-lot single-family residential plat. The proposal also includes vacation of an existing drainage and utility easement with the intent to relocate the easement and install storm water infrastructure that would improve area drainage as well as meet the requirements of the proposed development.

2.0 SUMMARY OF RECOMMENDATION

The Planning Division concurs with the recommendation of the Planning Commission to approve the proposed REZONING, EASEMENT VACATION and PRELIMINARY PLAT; see Section 8 of this report for the detailed recommendation.

3.0 BACKGROUND

- 3.1 The subject property, located in Planning District 16, has a Comprehensive Plan Land Use Designation of Low-Density Residential (LR) and a zoning classification of Low-Density Residential-1 (LDR-1) District.
- 3.2 When exercising the City's legislative authority when acting on a REZONING request, the role of the City is to review a proposal for its merits in addition to evaluating the potential impacts to the public health, safety, and general welfare of the community. If a rezoning request is found to be consistent with the Comprehensive Plan and is otherwise a desirable proposal, the City may still deny the rezoning request if the proposal fails to promote the public health, safety, and general welfare.
- 3.3 When exercising the so-called "quasi-judicial" authority when acting on a PLAT request, the role of the City is to determine the facts associated with a particular request and apply those facts to the legal standards contained in the ordinance and relevant state law. In general, if the facts indicate the applicant meets the relevant legal standard, then they are likely entitled to the approval, although the City is able to add conditions to a plat approval to ensure that the likely impacts to roads, storm sewers, and other public infrastructure on and around the subject property are adequately addressed.
- 3.4 An applicant seeking approval of a plat of this size or a rezoning is required to hold an open house meeting to inform the surrounding property owners and other interested individuals of the proposal, to answer questions, and to solicit feedback. The open house for this application was held on January 6, 2014; the brief summary of the open house meeting provided by the applicant is included with this staff report as Attachment C.
- 3.5 During its April 21, 2014 review of this application the City Council expressed concerns about the possibility of two-family and one-family attached dwellings being developed on the subject property as a consequence of the proposed rezoning to LDR-2, concerns about the propriety of applying the LDR-2 district in the proposed location in light of the district's statement of purpose, and concern about whether the language of the Subdivision Code even allows the creation of lots for one-family, detached dwellings if those lots were narrower than 85 feet. For these reasons, the City Council tabled action on the proposal until May 12, 2014.

4.0 REZONING ANALYSIS

- 4.1 The LR guidance of the property in the Comprehensive Plan allows for two possible low-density zoning designations: the existing LDR-1 and the proposed LDR-2. Since the subject property is about three-and-a-half acres in size, the proposed seven lots would yield about two dwelling units per acre, which about half of the recommended maximum density of single-family detached homes established in the Comprehensive Plan.
- 4.2 The LDR-2 Statement of Purpose, reads as follows:
Statement of Purpose: The LDR-2 District is designed to provide an environment of one-family dwellings on small lots, two-family and townhouse dwellings, along with related uses such as public services and utilities that serve the residents in the district. The district is established to recognize existing areas with concentrations of two-family and townhouse dwellings, and for application to areas guided for redevelopment at densities up to 8 units per acre or with a greater diversity of housing types.

As a statement of the purpose of the LDR-2 zoning district, the City Attorney has advised that it represents general guidance of intent and applicability of the zoning designation, and that it is not an expression of requirements.

4.3 During the April 21, 2014 City Council review of this application, the Council identified two parts of the above purpose statement which were found to be in conflict with the proposal: the proposed lots were not “small” because they exceeded the LDR-1 minimum lot area standards, and the subject property is not in an area with “concentrations of two-family and townhouse dwellings”. Additional comment from Planning Division staff about the compatibility or incompatibility of the LDR-2 district for the proposal is given below.

a. When the existing Zoning Code was being drafted in 2010, Planning Division staff had proposed smaller minimum lot width and area requirements (i.e., 75 feet and 9,500 square feet, respectively) for the LDR-1 district. This proposal was ultimately rejected for the time being, in no small part because of the perception by members of the City Council and members of the public that reducing the lot width to 75 feet would allow for additional development to be squeezed into existing, stable neighborhoods. Without going into the full explanation here, the prospect of squeezing new homes into existing neighborhoods is very unlikely—almost to the point of being a practical impossibility, and it happens that the limiting factor acting as the main obstacle to fitting additional lots into established residential areas is the lot width. Knowingly or otherwise, people who had concerns that the establishment of smaller minimum lot sizes would increase the density of their neighborhoods were actually concerned about the proposed narrower lot width. In the 2010 discussion of reduced minimum lot sizes, “smaller” was, for all practical purposes, a shorthand reference to lot width less than the traditional 85 feet. Granted, the composition of the City Council is not the same today as it was in December 2010, but the City Council’s observation that the presently-proposed 70- and 80-foot-wide lots are “not small” by virtue of their large area is the opposite of the policy position taken by the City Council less than four years ago in which residential lots less than 85 feet in width were characterized as small.

b. The City Council’s other concern about the LDR-2 district relates to the first half of this sentence in the district’s Statement of Purpose: *The district is established to recognize existing areas with concentrations of two-family and townhouse dwellings, and for application to areas guided for redevelopment at densities up to 8 units per acre or with a greater diversity of housing types.* If one focuses on the portion of the sentence preceding the comma and understands the word “areas” to describe a very small radius, rezoning a property to LDR-2 would indeed seem to run afoul of the district’s intended purpose without “concentrations of two-family and townhouse dwellings” on the same block. In fact, the Southwind townhome community is little more than 900 feet to the east of the subject property; whether Southwind represents a “concentration” in the “area” of the subject property is a question that can be debated, but the existence of Southwind (and even other, high-density developments further west) should not be ignored as part of the geographic and regulatory context of the subject property.

But the sentence introduced above continues beyond the comma, indicating that the LDR-2 district is also established “...for application to areas guided for

redemption at densities up to 8 units per acre..." which does describe the subject property.

- c. According to the comments made on April 21st, the City Council's interpretation of the LDR-2 Statement of Purpose can perhaps be paraphrased as: "The LDR-2 district may be applied only when lot sizes are wholly substandard to LDR-1 minimum requirements and only in existing areas with concentrations of two-family and townhouse dwellings."
- d. By contrast, Planning Division staff's understanding of the LDR-2 Statement of Purpose can be paraphrased as: "The LDR-2 district may be considered when proposed developments would create smaller single-family lots than the LDR-1 minimum standards (and/or include two-family or attached dwellings) that are not out of place in an existing neighborhood, provided that residential densities don't exceed 8 units per acre as advocated in the LR designation of the Comprehensive Plan."

4.4 The proposal seeks to create seven single-family residential lots from the land area of the two existing parcels. The land area and frontage length along County Road B and Farrington Street is sufficient for seven lots, as proposed, that meet or exceed the minimum width and area requirements for residential parcels in the existing LDR-1 zoning district. While the rezoning to LDR-2 isn't essential to creating a 7-lot plat, the smaller minimum width requirement of the LDR-2 district facilitates a better arrangement of the proposed lots and keeps the width of the lots more consistent with the adjacent properties along County Road B and Farrington Street. To wit, of the 100 residential lots within about 800 feet of the property—an arbitrary distance chosen to include many parcels and still allow legible notes on each parcel—63 fail to meet one or more of the LDR-1 lot size requirements whereas 37 conform to LDR-1 standards. Alternatively, just looking at the lots abutting County Road B from William Street to Western Avenue, 73% of these lots fail to comply with the minimum LDR-1 width requirements, the average of which being about 72 feet wide.

4.5 The narrowest of the proposed lots are 70 feet wide, and the smallest area is about 11,500 square feet, which exceed the minimum requirements of 60 feet of width and 6,000 square feet of area in the LDR-2 district.

5.0 EASEMENT VACATION ANALYSIS

5.1 The Public Works Department staff has reviewed the proposed vacation/relocation of the drainage and utility easement as illustrated in Attachment C and is supportive of vacating the existing easement provided that the proposed replacement easement meets the pertinent requirements. The applicant is continuing to work with Public Works staff on these details.

5.2 Since the Planning Commission is responsible for holding the public hearings for applications like the proposed vacation, Planning Division staff is preparing the report and supporting materials for review. But the Planning staff doesn't have an interest, *per se*, in such proposals and merely conveys the comments and recommendation of the Public Works Department in addition to coordinating the review of the proposal by the Planning Commission and City Council.

6.0 PRELIMINARY PLAT ANALYSIS

- 6.1 Plat proposals are reviewed primarily for the purpose of ensuring that all proposed lots meet the minimum size requirements of the zoning code, that adequate streets and other public infrastructure are in place or identified and constructed, and that storm water is addressed to prevent problems either on nearby property or within the storm water system.
- 6.2 As noted above, the proposed PRELIMINARY PLAT meets the requirements for drainage and utility easements and exceeds the minimum lot size requirements. The proposed PRELIMINARY PLAT is included with this report as Attachment D.
- 6.3 Roseville's Public Works Department staff has been working with the applicant to address the requirements related to grading, drainage, easements, and dedication of additional right-of-way along both County Road B and Farrington Street. While these details are essential parts of a PRELIMINARY PLAT application, the City Council is not asked to review and digest such engineering-related plans; instead, actions by the City Council typically include conditions that such plans must ultimately meet the approval of Public Works staff. To that end, Engineering staff has reviewed the subject plan and has returned some comments to the applicant related to general site grading as it relates to storm water as well as some general utility items; these items will be addressed to satisfy administrative requirements for issuance of any grading and/or building permits. Beyond these items, Engineering staff has no remaining comments on the preliminary plat
- 6.4 City Code §1011.04 (Tree Preservation) specifies that an approved tree preservation plan is a necessary prerequisite for approval of a PRELIMINARY PLAT. A tree survey has been provided which identifies the trees on the property as well as the trees which are likely to be removed, based on the current grading and utility plans and anticipated locations houses and driveways. Largely because about 80% of trees to be removed are not characterized as "significant" trees according to §1011.04, the result of the tree replacement calculation is that no replacement trees are required. While the essential information has been provided, the final tree preservation plan depends upon the final grading plan and plans for the individual homes, which may not be finalized until after the final plat; for this reason, it is prudent to proceed with review and possible approval of the PRELIMINARY PLAT with the condition that site grading and building permits should not be issued without iterative review of the tree preservation plan to account for any impacts not anticipated at this point in the planning process.
- 6.5 At its meeting of February 6, 2014 Roseville's Parks and Recreation Commission reviewed the proposed PRELIMINARY PLAT against the park dedication requirements of §1103.07 of the City Code and recommended a dedication of cash in lieu of land. The existing land area is composed of two buildable parcels subdivided from Lot 7 of the 1881 *Michel's Rearrangement of Lots 9 to 16 Inclusive of Mackubin and Iglehart's Addition of Out Lots* plat. Since the existing land comprises two residential units, the proposed 7-unit plat would create five new building sites. The 2014 Fee Schedule establishes a park dedication amount of \$3,500 per residential unit; for the five, newly-created residential lots the total park dedication would be \$17,500, to be collected prior to recording an approved plat at Ramsey County.
- 6.6 During the April 21, 2014 City Council review of this application, the text of Subdivision Code Section 1103.06 (Lot Standards) was cited as a conflict with respect to creating single-family, detached dwelling lots less than 85 feet wide. This section of code reads,

in part: "The minimum lot dimensions in subdivisions designed for single-family detached dwelling developments shall be...85 feet wide..." Clearly the present proposal involves lots for single-family, detached dwellings. But if seven lots fronting existing streets constitute a "development," which is a reasonable conclusion, one needs to assume that the creation of even one new lot constitutes a "development" since the Subdivision Code doesn't provide any more specific parameters. That is, the logical conclusion of this interpretation is that every newly-created lot for development of single-family, detached dwelling units is subject to the Subdivision Code's lot size requirements for single-family detached dwelling units.

6.7 There are two compelling examples, however, that suggest the above, strict reading of the Subdivision Code is not representative of the City Council's interpretation of the provision.

a. First, when the existing Zoning Code was being drafted in 2010, Planning Division staff had proposed smaller minimum lot size requirements for the LDR-1 district. This proposal was ultimately rejected for the time being, in no small part because smaller LDR-1 lot sizes in the Zoning Code would have conflicted with the provisions of §1103.06. But, while the adoption of the current Zoning Code in December 2010 kept the LDR-1 lot size standards consistent with the standards of the Subdivision Code, the updated Zoning Code established standards for lots intended for development of single-family, detached dwellings in the LDR-2 and MDR districts which are smaller than the standards of §1103.06. The fact that smaller lot size standards were created for development of one-family, detached dwellings in LDR-2 and MDR districts leads one to the conclusion that the lot size standards of the Subdivision Code were understood to relate only to the LDR-1 district—and not to apply to single-family development lots in other districts.

b. Second, on April 21, 2014, the City Council approved the preliminary plat for the Roseville Housing and Redevelopment Authority/Greater Metropolitan Housing Corporation joint redevelopment of the former fire station site on Dale Street. In addition to creating 24 lots for one-family, *attached* dwellings in townhome/row house formats, this plat creates 11 lots designed for development of single-family, *detached* dwellings which conform to the MDR district's minimum lot standards for such units but which are substandard to the requirements in §1103.06. Here again, the action of the City Council leads to the conclusion that the provisions of §1103.06 do not apply to *all* lots intended for development of single-family, detached homes. While this most recent action by itself does not confirm that the minimum lot size standards of the Subdivision Code only apply to the LDR-1 district, this City Council action does depend on a nuanced interpretation of the intent of the subdivision text rather than a strict reading of the text as written.

6.8 Based on the above examples, Planning Division staff believes there is an ability for the City Council to approve the original proposal for the creation of single-family lots that are smaller than the standards identified in §1103.06 of the City Code but exceed the minimum requirements for single-family lots in the LDR-2 district. Rezoning to LDR-2 notwithstanding, however, the applicant has followed the guidance of the City Council and prepared a quick revision of the proposed plat with seven lots that conform to the current LDR-1 requirements; the revised preliminary plat is included with this RCA as Attachment H. Given the constraints of limited time and significant expense, the engineering details (e.g., grading, storm water, etc.) have not yet been prepared. Even if

the time between tabling of the item on April 21st and submitting for Council action on May 12th were adequate to prepare the materials, the applicant was reluctant to spend significantly more money on such engineering costs without the relative certainty offered by approval of the Preliminary Plat. Such engineering data would necessarily be prepared in time for consideration of the FINAL PLAT.

7.0 PUBLIC COMMENT

7.1 The duly-noticed public hearing for this application was held by the Planning Commission at its meeting of April 10, 2014; draft minutes of the meeting are included with this RCA as Attachment E. No concerns were expressed about the number or size of the proposed lots, but some people were nervous about the fact that duplexes and other two-family structures are permitted in the LDR-2 district. In the end, the majority of Planning Commissioners were comfortable that one-family detached homes will be developed as proposed and voted, 6 – 1, to recommend approval of the application.

7.2 In addition to the comments offered at the public hearing, Planning Division staff has received one email and a few phone calls from neighboring property owners about the proposal. None of these has a particular problem with the proposed one-family development, but people's concerns are related ensuring that the storm water issues are not exacerbated by the development and that the properties are developed with single-family, detached homes as presented in the developer's open house meeting. The email is included with this RCA as Attachment F.

8.0 RECOMMENDED COUNCIL ACTIONS

8.1 **Adopt an ordinance rezoning the property at 297-311 County Road B from LDR-1 to LDR-2.** Based on the comments and findings outlined in Sections 3 – 4 and 7 of this report, the Planning Division concurs with the recommendation of the Planning Commission and continues to recommend approval of the proposed REZONING of the property at 297-311 County Road B from LDR-1 to LDR-2, pursuant to Title 10 of the Roseville City Code, with the condition that the rezoning shall be contingent upon approval and recording of the final plat.

8.2 **Pass a motion approving the proposed easement vacation and preliminary plat for the property at 297-311 County Road B.** Based on the comments and findings outlined in Sections 3, 5, and 7 of this report, the Planning Division concurs with the recommendations of the Planning Commission and Public Works Department to approve the proposed EASEMENT VACATION at 311 County Road B, and to approve the originally proposed PRELIMINARY PLAT, pursuant to Title 11 of the Roseville City Code, with the following conditions:

- a. The final approval of the easement vacation shall be contingent upon approval and recording of the final plat; and
- b. Permits for site improvements shall not be issued without iterative review of the tree preservation plan to account for any impacts not previously anticipated.

9.0 ALTERNATIVE COUNCIL ACTIONS

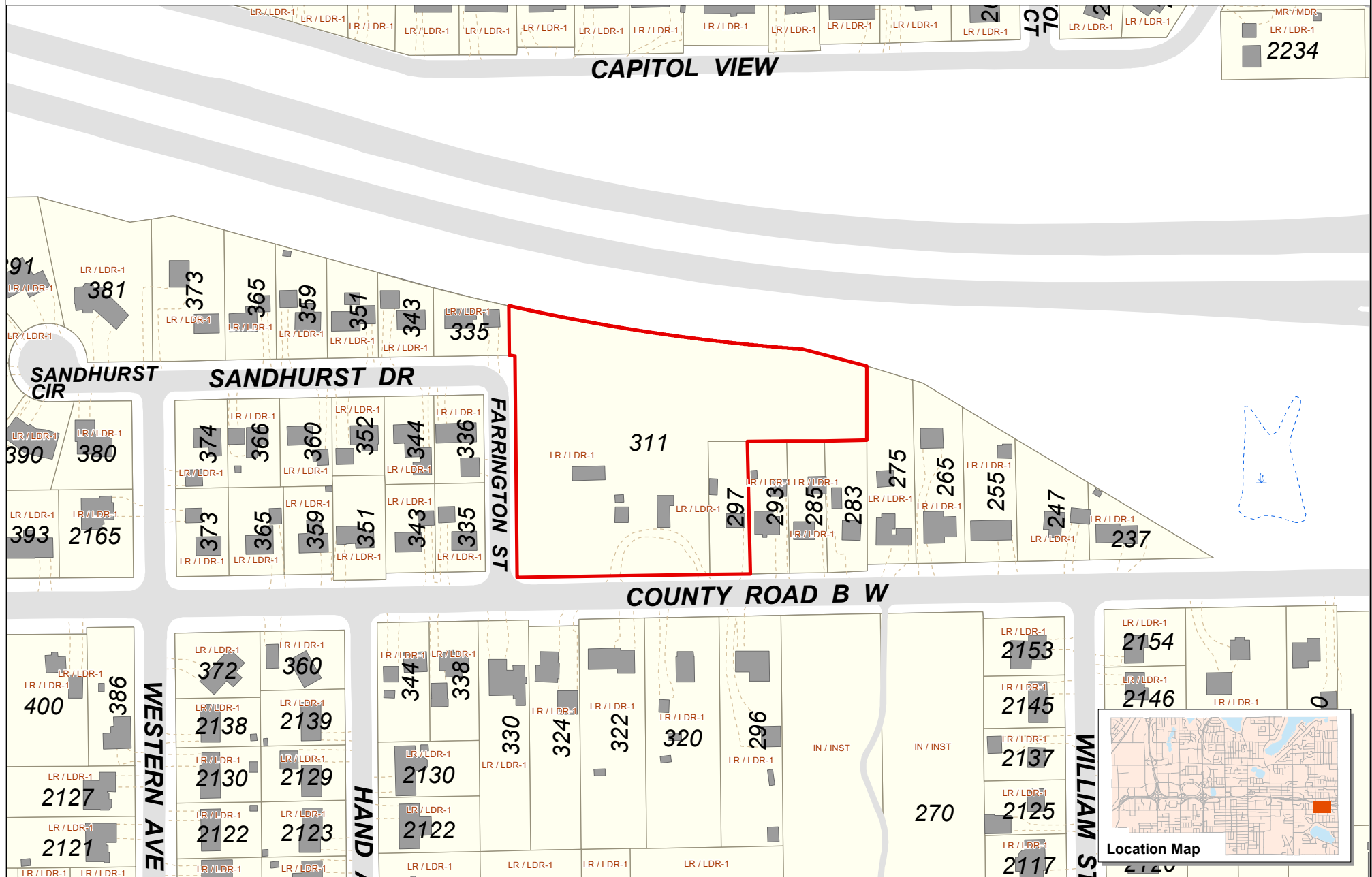
9.1 **Pass a motion to table one or more of the items for future action.** Tabling will require continued consent of the applicant.

277 9.2 **Adopt a resolution to deny one or more of the requested approvals.** Denial(s) should
278 be supported by specific findings of fact based on the City Council's review of the
279 application, applicable zoning or subdivision regulations, and the public record.

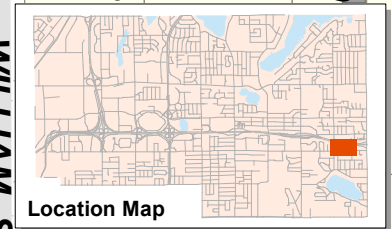
Prepared by: Senior Planner Bryan Lloyd
651-792-7073 | bryan.lloyd@ci.roseville.mn.us

Attachments: A: Area map E: April 21, 2014 City Council minutes
B: Aerial photo F: Public comment
C: Open house summary G: Draft ordinance
D: Preliminary plat information H: Preliminary plat conforming to LDR-1
I: Draft denial resolution

Attachment A for Planning File 14-002



MR/MDR
LR/LDR-1
2234



Prepared by:
Community Development Department
Printed: February 18, 2014

Site Location

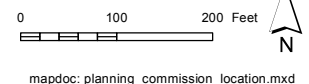
LR / LDR-1 Comp Plan / Zoning Designations

Data Sources

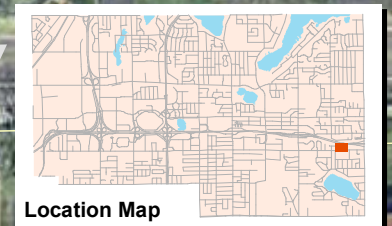
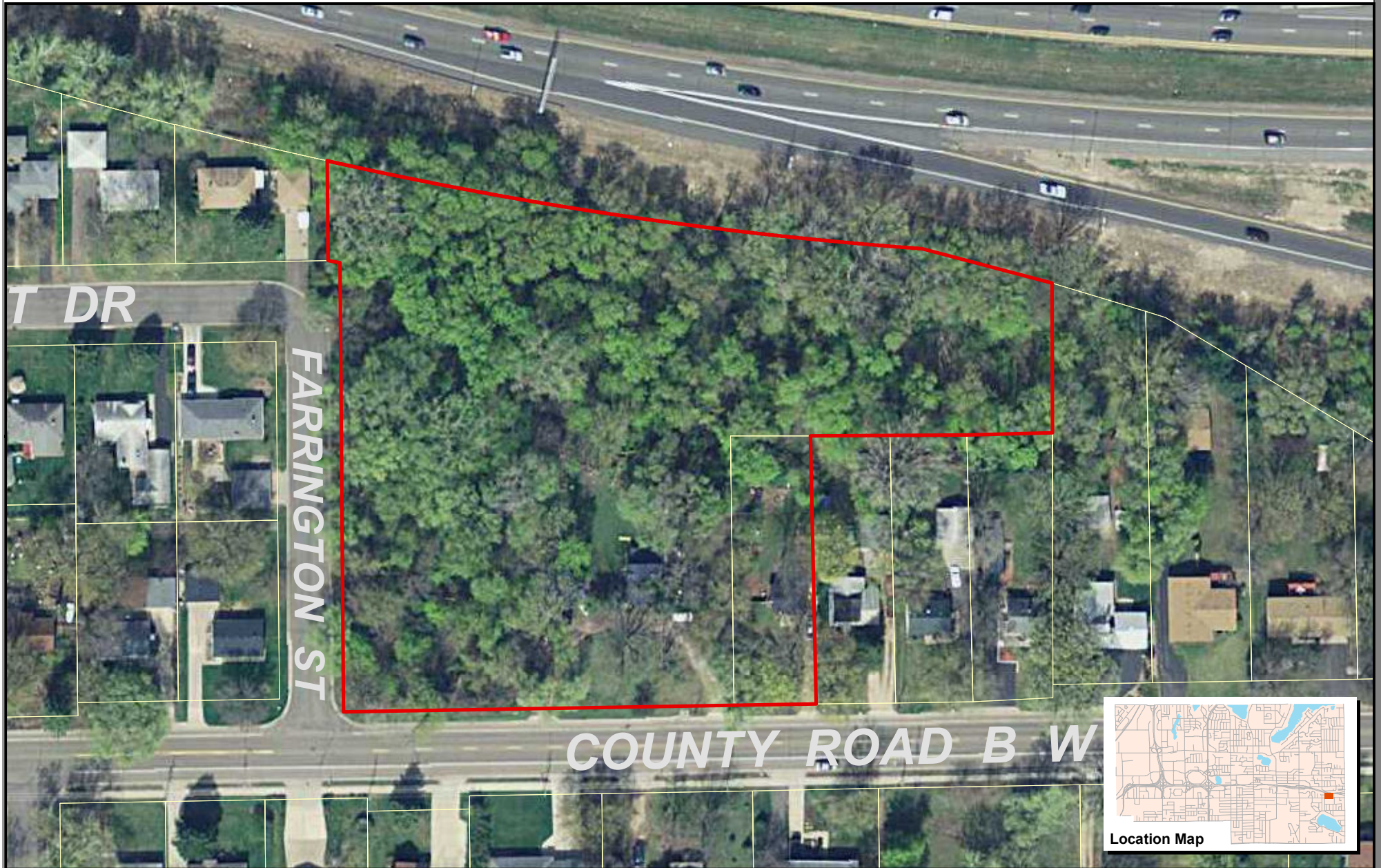
* Ramsey County GIS Base Map (2/4/2014)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

Disclaimer

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 651-792-7085. 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.



Attachment B for Planning File 14-002



Prepared by:
Community Development Department
Printed: February 18, 2014



Site Location

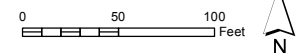
Data Sources

* Ramsey County GIS Base Map (2/4/2014)
* Aerial Data: MnGeo (4/2012)

For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

Disclaimer

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 651-792-7085. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2009), 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.



JW Moore

January 8th, 2014

From: JW Moore

Re: Neighborhood Development Meeting for 297/311 County Rd B

Where: Roseville Skating Center. 2661 Civic Center Drive, Roseville MN 55113

Grant Johnson of Re/Max Results and Jason Hohn of Bald Eagle Builders held a neighborhood meeting regarding the proposed development on January 6th. There were 17 people in attendance along with at least 10 other phone calls prior to the meeting.

The main concern from the residents was that the property would become a large apartment building which we assured them was not our plan. We explained that we are proposing single family homes that would fit within the current neighborhood. We explained that we are requesting a rezoning in order to reduce the minimum lot frontage to fit within the current homes in the neighborhood rather than the current zoning which requires a larger lot frontage. There was also a bit of concern from the residents that the home is on the Heritage Trail and that a new development could affect this. We explained that to our knowledge there would be no issue with it being on the Heritage Trail. People were curious about the home sizes, prices and layout of the development for which we provided a proposed plat map and pictures of similar homes built in Roseville by Bald Eagle Builders. The overall consensus of the residents was in support of the plan and the rezoning. They voiced that it would be a nice addition to the neighborhood and feel it could help their home values.

Sincerely,

Jeff Moore

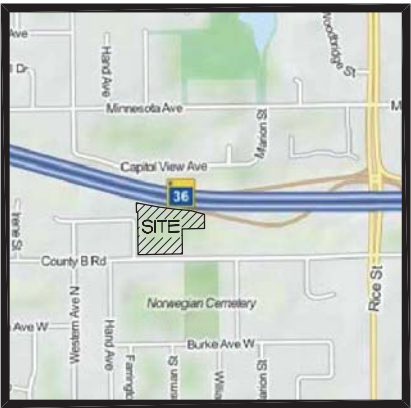
JW Moore

PRELIMINARY PLAT

~of~ MOORE'S FARRINGTON ESTATES
~for~ J.W. MOORE CONSTRUCTION
714 PENNINGTON PLACE
VADNAIS HEIGHTS, MN 55127
651-426-3703

VICINITY MAP

PART OF SEC. 12, TWP. 29, RNG. 23



RAMSEY COUNTY, MINNESOTA
(NO SCALE)

PROPERTY DESCRIPTION

Lot Seven (7), Michel's Rearrangement of Lots 9 to 16 inclusive of Mackubin and Iglehart Addition of Outlots to St. Paul, except the East 240 feet of the South 200 feet and subject State Highway 36.

AND

The South 200 feet of the West 60 feet of the East 240 feet of Lot 7, in Michel's Rearrangement of Lots 9 to 16 inclusive of Mackubin and Iglehart's Addition of Outlots to St. Paul, Ramsey County, Minnesota.

DEVELOPMENT DATA

APPROXIMATE TOTAL SITE AREA = 3.78± ACRES
7 PROPOSED SINGLE FAMILY LOTS
DENSITY = 1.85 LOTS / ACRE

ZONING AND SETBACKS

CURRENT ZONING IS LDR 1 (LOW DENSITY RESIDENTIAL)
PROPOSED ZONING IS LDR 2 (LOW DENSITY RESIDENTIAL)

FRONT SETBACK 30 FEET
SIDE YARD 5 FEET
CORNER 10 FEET
REAR SETBACK 30 FEET

DEVELOPMENT REQUIREMENTS FOR ZONE LDR 2 (LOW DENSITY RESIDENTIAL)

MAXIMUM DENSITY 8 UNITS PER ACRE
MINIMUM LOT AREA 6,000 S.F.
MINIMUM LOT WIDTH 60 FEET AT SETBACK LINE

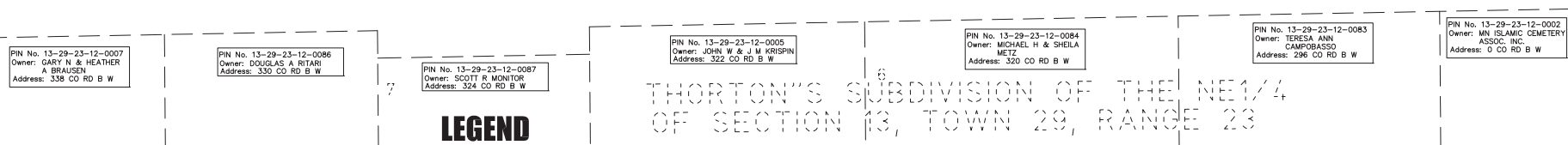
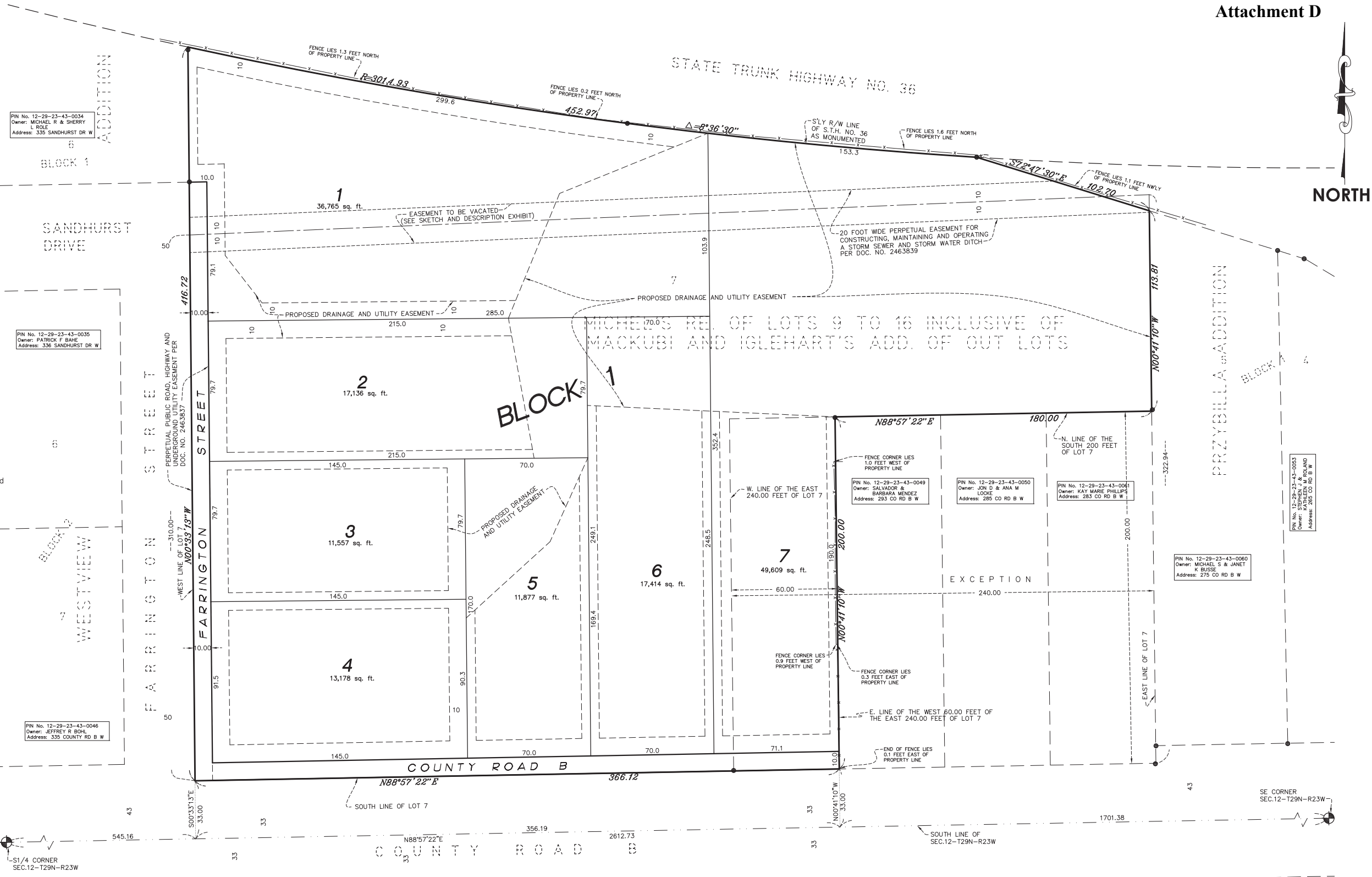
NOTES

- Fee ownership is vested in Michael D. Boudin, Trustee of the Michael D. Boudin Revocable Trust Under Agreement dated January-23-2007.
- Parcel ID Numbers: 12.29.23.43.0059 & 12.29.23.43.0048.
- Address of the surveyed premises: 297 AND 311 County Road B W, Roseville, MN 55113.
- Field survey was completed by E.G. Rud and Sons, Inc. on 1/09/14.
- Bearings shown are on Ramsey County Coordinate System.
- Curb shots are taken at the top and back of curb.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Surveyed premises shown on this survey map is in Flood Zone X (Areas determined to be outside the 0.2% annual chance floodplain.), according to Flood Insurance Rate Map Community Panel No. 27123C0038G by the Federal Emergency Management Agency effective date June 04, 2010.
- Due to field work being completed during the winter season there may be improvements in addition to those shown that were not visible due to snow and ice conditions characteristic of Minnesota winters.



E.G. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701

www.egrud.com



LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- ⊙ DENOTES RAMSEY COUNTY CAST IRON MONUMENT

DENOTES ADJACENT PARCEL OWNER INFORMATION
(PER RAMSEY COUNTY TAX INFORMATION)

BENCHMARK

RAMSEY COUNTY BENCHMARK NO. 9168
ELEV.=941.81 (NAVD86)

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

JASON E. RUD
Date: 3/03/14 License No. 41578

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

BEING 5 FEET IN WIDTH AND ADJOINING SIDE LOT LINES AND 10 FEET IN WIDTH AND ADJOINING STREET LINES AND REAR LOT LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.

DRAWN BY: JEN	JOB NO: 13833PP	DATE: 02/26/14
CHECK BY: JER	SCANNED ☐	
1	03/03/14	Rev. per City JEN
2		
3		
NO.	DATE	Page 1 of 2 BY

PRELIMINARY TREE INVENTORY AND TREE REMOVAL PLAN

~of~ MOORE'S FARRINGTON ESTATES
~for~ J.W. MOORE CONSTRUCTION
714 PENNINGTON PLACE
VADNAIS HEIGHTS, MN 55127
651-426-3703

TREE DETAIL

○ DENOTES TREE QUANTITY
○ DENOTES TREE SIZE
○ DENOTES TREE TYPE
✕ DENOTES TREE TO BE REMOVED

○ BASSWOOD
○ CHINA DOGWOOD
○ COTTONWOOD
○ HACKBERRY

TREE CHART

	DECIDUOUS	CONIFEROUS
TREE COUNT	307	4
TREES TO BE REMOVED	165	4
TREES TO REMAIN	142	0

TREE INVENTORY LIST

NUMBER	DESCRIPTION	TO BE REMOVED	NUMBER	DESCRIPTION	TO BE REMOVED	NUMBER	DESCRIPTION	TO BE REMOVED	NUMBER	DESCRIPTION	TO BE REMOVED
1067	ASH 8"		1154	CHINESE ELM 11"	X	1224	BOXELDER 14"	X	1326	BOXELDER 10"-2	
1068	BOXELDER 16"	X	1155	CHINESE ELM 11"	X	1225	BOXELDER 11"	X	1327	BOXELDER 14"	
1069	ASH 7"	X	1156	BOXELDER 6"	X	1226	BOXELDER 9"	X	1328	BOXELDER 22"	
1070	BOXELDER 26"	X	1157	CHINESE ELM 16"	X	1227	BOXELDER 14"	X	1329	BOXELDER 9"	
1074	ELM 8"		1158	CHINESE ELM 12"	X	1228	BOXELDER 12"	X	1331	BOXELDER 8"	
1075	COTTONWOOD 6"		1159	CHINESE ELM 6"	X	1229	BOXELDER 9"	X	1332	BOXELDER 14"	
1076	COTTONWOOD 9"		1160	CHINESE ELM 14"	X	1232	BOXELDER 16"	X	1402	BOXELDER 12"	
1077	COTTONWOOD 14"	X	1161	CHINESE ELM 12"	X	1233	BOXELDER 18"	X	1403	BOXELDER 16"	X
1079	MAPLE 12"-4		1162	BOXELDER 6"	X	1237	BOXELDER 15"	X	1404	BOXELDER 18"	X
1080	BOXELDER 6"		1163	CHINESE ELM 7"	X	1241	BOXELDER 15"	X	1406	BOXELDER 8"	
1082	ELM 8"	X	1164	CHINESE ELM 8"	X	1242	BOXELDER 10"	X	1407	BOXELDER 7"	X
1083	BOXELDER 18"		1165	CHINESE ELM 22"	X	1243	BOXELDER 8"	X	1408	BOXELDER 22"	
1084	BOXELDER 8"		1166	BOXELDER 6"	X	1244	BOXELDER 12"	X	1409	BOXELDER 18"-2	
1085	BOXELDER 20"		1167	BOXELDER 6"	X	1245	BOXELDER 9"	X	1410	MAPLE 8"	
1086	BOXELDER 20"		1168	CHINESE ELM 10"	X	1246	BOXELDER 14"	X	1411	MAPLE 10"	
1087	BOXELDER 14"	X	1169	CHINESE ELM 15"	X	1247	BOXELDER 22"	X	1412	COTTONWOOD 18"-3	
1088	ASH 10"-2		1170	BOXELDER 12"	X	1248	ELM 8"	X	1413	COTTONWOOD 25"	
1089	BOXELDER 6"		1171	COTTONWOOD 25"	X	1251	COTTONWOOD 80"		1414	BOXELDER 6"	
1090	BOXELDER 18"		1173	BOXELDER 11"	X	1253	BOXELDER 7"	X	1415	COTTONWOOD 24"	
1091	ELM 15"		1174	CHINESE ELM 25"	X	1254	BOXELDER 25"	X	1416	COTTONWOOD 24"	
1094	BOXELDER 6"	X	1175	CHINESE ELM 8"-2	X	1255	BOXELDER 17"	X	1417	BOXELDER 10"	
1097	OAK 25"	X	1176	CHINESE ELM 20"	X	1258	BOXELDER 8"	X	1418	MAPLE 10"	
1098	CHINESE ELM 7"	X	1177	CHINESE ELM 11"	X	1259	BOXELDER 8"	X	1419	BOXELDER 10"	X
1099	BOXELDER 13"	X	1178	BOXELDER 14"	X	1261	BOXELDER 7"	X	1420	BOXELDER 6"	X
1100	BOXELDER 22"	X	1179	CHINESE ELM 7"	X	1262	BOXELDER 13"	X	1421	BOXELDER 14"	X
1101	BOXELDER 6"	X	1180	ELM 6"	X	1263	BOXELDER 9"	X	1423	BOXELDER 14"	X
1102	MAPLE 26"		1181	HACKBERRY 6"		1264	BOXELDER 18"	X	1424	BOXELDER 12"	X
1104	MAPLE 7"		1182	HACKBERRY 6"		1265	BOXELDER 11"	X	1425	BOXELDER 18"	
1105	MAPLE 7"		1183	HACKBERRY 6"		1266	BOXELDER 7"	X	1426	BOXELDER 16"	
1107	BOXELDER 6"	X	1184	ASH 8"	X	1267	BOXELDER 13"	X	1427	BOXELDER 6"	
1108	BOXELDER 6"	X	1186	BASSWOOD 11"	X	1268	BOXELDER 9"	X	1428	BOXELDER 20"	X
1109	ASH 7"	X	1187	ELM 7"-2	X	1269	BOXELDER 18"	X	1429	BOXELDER 10"	X
1110	ASH 7"	X	1189	CHINESE ELM 8"	X	1271	BOXELDER 16"	X	1430	BOXELDER 8"	
1111	BOXELDER 6"	X	1191	BOXELDER 9"-2	X	1272	BOXELDER 9"	X	1431	BOXELDER 12"	
1112	ASH 12"	X	1192	BOXELDER 15"	X	1273	BOXELDER 9"	X	1432	BOXELDER 7"	
1113	BOXELDER 22"	X	1193	ELM 7"	X	1274	BOXELDER 14"	X	1433	BOXELDER 12"	
1114	ELM 18"	X	1197	ASH 7"	X	1275	BOXELDER 8"	X	1434	BOXELDER 16"	
1115	BOXELDER 11"	X	1198	ASH 7"	X	1276	BOXELDER 15"	X	1435	BOXELDER 12"	X
1116	BOXELDER 7"	X	1199	SPRINGST	X	1277	BOXELDER 10"	X	1436	BOXELDER 16"	X
1118	MAPLE 10"	X	1200	BOXELDER 13"	X	1278	BOXELDER 19"	X	1437	BOXELDER 10"	X
1119	BOXELDER 6"	X	1201	BOXELDER 7"	X	1279	BOXELDER 6"	X	1438	BOXELDER 14"	X
1120	CHINESE ELM 15"	X	1202	BOXELDER 18"	X	1280	BOXELDER 14"	X	1440	BOXELDER 6"	
1122	CHINESE ELM 11"	X	1203	BOXELDER 12"	X	1281	BOXELDER 13"	X	1441	COTTONWOOD 24"	
1123	ELM 7"	X	1204	BOXELDER 9"	X	1283	BOXELDER 13"	X	1443	BOXELDER 8"	
1124	BOXELDER 7"	X	1206	BOXELDER 12"	X	1284	BOXELDER 12"	X	1444	BOXELDER 9"	
1125	BOXELDER 20"	X	1207	BOXELDER 9"	X	1293	BOXELDER 18"	X	1445	BOXELDER 13"	
1126	CHINESE ELM 8"	X	1208	BOXELDER 6"	X	1294	CEDAR 25FT	X	1446	BOXELDER 10"	
1127	BOXELDER 17"	X	1209	BOXELDER 8"	X	1295	CEDAR 25FT	X	1447	BOXELDER 8"-2	
1129	BOXELDER 24"	X	1210	BOXELDER 7"	X	1296	CEDAR 25FT	X	1448	BOXELDER 9"	
1130	BOXELDER 7"	X	1211	BOXELDER 14"	X	1303	BOXELDER 20"	X	1449	BOXELDER 7"	
1143	ASH 6"		1212	BOXELDER 14"	X	1304	BOXELDER 24"	X	1450	MAPLE 16"	
1144	ELM 9"		1213	BOXELDER 6"	X	1305	MAPLE 13"	X	1452	BOXELDER 14"-2	
1145	CHINESE ELM 7"	X	1214	BOXELDER 13"	X	1306	MAPLE 8"	X	1453	MAPLE 26"	
1146	ELM 6"	X	1215	BOXELDER 9"	X	1308	ELM 8"	X	1454	BOXELDER 8"	
1147	BOXELDER 6"	X	1216	TREE 13"	X	1309	MAPLE 14"	X	1455	BOXELDER 16"	
1148	ELM 10"	X	1217	COTTONWOOD 40"	X	1313	CHINESE ELM 17"	X	1457	BOXELDER 10"	
1149	BOXELDER 7"-2		1218	BOXELDER 7"	X	1314	CHINESE ELM 22"	X	1460	OAK 30"	
1150	CHINESE ELM 7"	X	1219	BOXELDER 8"	X	1315	CHINESE ELM 18"	X	1461	BOXELDER 16"	
1151	BOXELDER 9"	X	1220	BOXELDER 9"	X	1316	CHINESE ELM 15"	X	1462	BOXELDER 16"	
1152	ELM 9"	X	1221	BOXELDER 9"	X	1324	BOXELDER 8"	X	1463	BOXELDER 16"	
1153	ELM 12"	X	1222	BOXELDER 10"-2	X	1325	BOXELDER 20"-2	X	1464	BOXELDER 6"	

NOTES

Field survey was completed by E.G. Rud and Sons, Inc. on 1/09/14.

LEGEND

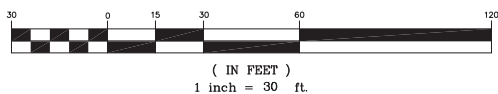
- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- DENOTES RAMSEY COUNTY CAST IRON MONUMENT
- DENOTES CATCH BASIN
- DENOTES STORM SEWER MANHOLE
- DENOTES SANITARY SEWER MANHOLE
- DENOTES HYDRANT
- DENOTES GATE VALVE
- DENOTES POWER POLE
- DENOTES LIGHT POLE
- DENOTES WELL
- DENOTES STORM SEWER APRON

- DENOTES WOVEN WIRE FENCE
- DENOTES EXISTING 2 FOOT CONTOUR INTERVALS
- DENOTES EXISTING 2 FOOT CONTOUR INTERVALS PER RAMSEY COUNTY GIS MAPPING
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES EXISTING WATER MAIN
- DENOTES OVERHEAD WIRE
- DENOTES CONCRETE SURFACE
- DENOTES BITUMINOUS SURFACE
- DENOTES GRAVEL SURFACE

BENCHMARK

RAMSEY COUNTY BENCHMARK NO. 9168
ELEV.=941.81 (NAVD88)

GRAPHIC SCALE



Tree Preservation Calculation

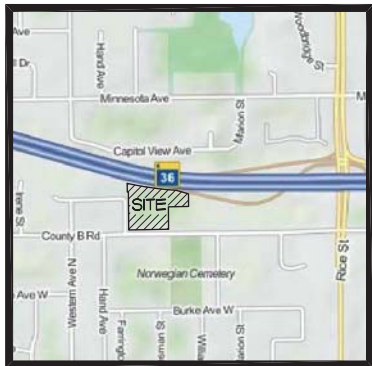
Significant Trees
Total DBH not in easements: 4,165
Allowed DBH removal (35%): 1,457
Proposed DBH removal: 338
Remaining allowed DBH removal: 1,119

Heritage Trees
Total DBH not in easements: 36
Allowed DBH removal (15%): 5
Proposed DBH removal: 36
DBH replacement value (31x2): 62
Remaining allowed DBH removal: 1,057

Coniferous Trees
Total height not in easements: 100
DBH equivalent (height value/2): 50
Allowed DBH removal (35%): 17
Proposed DBH removal: 50
DBH replacement value (33x0.5): 17
Remaining allowed DBH removal: 1,040

VICINITY MAP

PART OF SEC. 12, TWP. 29, RNG. 23



RAMSEY COUNTY, MINNESOTA
(NO SCALE)

DRAWN BY: JEN	JOB NO: 13833PP	DATE: 02/26/14
CHECK BY: JER	SCANNED ☐	
1	3/3/14	ADDED TREE INVENTORY
2		
3		
NO.	DATE	DESCRIPTION
		BY

Page 2 of 2

13833PP



E. G. RUD & SONS, INC.

Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701

Roll Call (Super Majority)

Ayes: Laliberte; McGehee; Willmus; Etten; and Roe

Nays: None.

McGehee moved, Etten seconded, enactment of Ordinance No. 1467 (Attachment C) entitled, "An Ordinance Amending Title 10, Zoning Ordinance of the Roseville City Code;" amending the "CMU Statement of Purpose.

Roll Call

Ayes: Laliberte; McGehee; Willmus; Etten; and Roe

Nays: None.

c. Request by J. W. Moore, Inc., holder of Purchase Agreement for the Residential Property at 297-311 County Road B, for Approval of a Rezoning from LDR-1 to LDR-2, and a Preliminary Plat creating Seven (7) Residential Lots

Senior Planner Bryan Lloyd summarized this request as detailed in the RCA dated April 21, 2014, and related attachments. Mr. Lloyd noted that the request had three elements: rezoning from LDR-1 to LDR-2; a preliminary plat application creating seven lots from the existing two; and vacating an existing storm sewer and drainage easement to establish a new one for development overall.

Related to the Tree Preservation Ordinance, Mr. Lloyd noted that many of the trees slotted for removal to facilitate the relocated drainage easement were of Cottonwood and/or Boxelder species, and therefore not required for replacement from the City's perspective. Mr. Lloyd displayed the preliminary plat, and proposed realignment of the drainage easement versus the existing site in order to incorporate infiltration ponding. Mr. Lloyd noted that the City's engineering staffs' analysis and review with the applicant was nearing finalization.

Councilmember Willmus expressed his interest in assuring that LDR-2 allow restricting development of duplexes or townhomes if rezoned. Setting this particular plat aside, and at the request of Councilmember Willmus, Mr. Lloyd advised that the City could not legally require that rezoning be conditioned if a use was permitted or permitted as a conditional use. Councilmember Willmus asked staff to speak to if and how the property could be developed without rezoning, as addressed in Section 4.2 of the staff report.

Mr. Lloyd displayed a sketch he'd made of a potential layout based on dimensions and how those lots would look based on their distinct widths and depths. Mr. Lloyd opined that it would be possible to achieve the layout, but wouldn't represent similarities to other lots in the areas; with the drainage also becoming more problematic with LDR-1 zoning versus LDR-2 and drainage relocated as proposed.

Regular City Council Meeting
Monday, April 21, 2014
Page 14

Councilmember Willmus concurred with staff's analysis of the layout.

Councilmember McGehee opined that it appeared that drainage seemed to be sufficient and along the lot line in its current location in the LDR-1 version.

Mr. Lloyd reviewed the existing and proposed easement; noting that it was his understanding from City engineers, that the current location was not ideally located to effectively address stormwater from the streets, which was preferred in this area to capture some of it with the proposed relocation.

Councilmember McGehee opined that she was unwilling to move to LDR-2 zoning simply because there was inadequate restraint; and questioned how long it would take to add a tool to accommodate this development if zoning remained LDR-1.

Based on the time for notice, Public Hearing and Councilmember schedules, Mr. Lloyd estimated a minimum of two months.

Mayor Roe questioned if it was possible to approve a preliminary plat and meet dimensions for LDR-1 zoning without rezoning to LDR-2.

City Manager Trudgeon recommended that not be considered; noting that the preliminary plat needed review and/or revision based on engineering specifications; and he would suggest that the developer provide their input if that was the case. If the City Council wasn't supportive of rezoning, Mr. Trudgeon suggested the item be tabled.

At the request of Mayor Roe, City Attorney Gaughan advised that under City Code, the City had 60 days to review a preliminary plat, with that review having the ability to be extended for an additional sixty days by mutual agreement of the applicant and City.

Mayor Roe, in addressing the applicant related to timing and location of the easement, asked if it was possible to relocate the easement location using lot lines as suggested in Mr. Lloyd's sketch; and whether it could work.

Applicant Representative, Grant Johnson, with J. W. Moore, Inc.

Mr. Johnson advised that their engineer would need to speak to the drainage easement location. Mr. Johnson advised that the main reason for requesting LDR-2 zoning was to meet current neighborhood characteristics and address and improve drainage in the area.

Mr. Johnson advised that closing on the property was scheduled for next week, and in order to extend the City's review period, he would need to see if the parties were willing to extend the Purchase Agreement.

Regular City Council Meeting
Monday, April 21, 2014
Page 15

Councilmember McGehee expressed appreciation for the work done by the applicant in platting; and was personally sorry that the City didn't have an existing tool to make this work for the applicant more quickly. However, Councilmember McGehee stated that she couldn't agree to LDR-2, and suggested staff should have polled the City Council before the application got this far. Councilmember McGehee questioned Mr. Johnson on what would happen if the original platting could be made to work and the process was expedited for the property to remain LDR-1.

Mr. Johnson expressed the applicant's willingness to apply covenants or deed restrictions stating that no duplexes or townhomes could be built on the parcels, only single-family homes.

At the request of Councilmember McGehee, City Attorney Gaughan advised that deed restrictions would run with the land; however, he noted that he was not certain the City could condition approval on that restriction.

If the City Council decided to table action tonight, Mayor Roe advised that they would need confirmation on that by the City Attorney.

Councilmember Willmus expressed concern that if a majority of property owners got together, they could void a covenant; and while deed restrictions carried more weight, it may become more troublesome. Councilmember Willmus opined that he found this discussion regarding rezoning issues, while having this plat in front of the body, troubling as well; and suggested that the City Council look at it in the context of rezoning with all that entails and whether they were comfortable in doing so. Drawing from his personal conclusions, Councilmember Willmus state that he was not happy doing so; and if the City Council were to take action on this tonight, he would need to vote in opposition. If that was the majority rule, Councilmember Willmus noted that the applicant could return with a planned unit development (PUD) process, which he could support as that provided an available tool that would protect the City from the potential of having two-family attached or detached homes.

City Planner Thomas Paschke opined that, when talking about tools, the recently updated Comprehensive Plan and Zoning Code provided that available tool in the revisions and allowances made. Mr. Paschke further opined that, absent having LDR-2 zoning, the PUD did nothing, as LDR-2 zoning would need to be eliminated and a PUD process created, but predicated on something allowing the City Council to do so, for a unique development design.

Mayor Roe recognize that tools were available, but he was unsure LDR-2 was actually in the toolbox; and in his review of the Subdivision Code and lot standards,

Regular City Council Meeting
Monday, April 21, 2014
Page 16

he didn't see how the City Council could approve this application; and expressed serious concerns in doing so.

Mr. Lloyd noted that lot sizes could also be addressed similarly in commercial districts, where the Zoning Code didn't address lot size standards other than single-family lot sizes.

Mayor Roe read the "Statement of Purpose" from Section 1004.09 of the Zoning Code; opining that this application didn't meet the definition of LDR-2; further opining that he could approve LDR-1 and would be willing to do so in the most expeditious way possible for the developers to proceed.

McGehee moved TABLING action tonight; with Mayor Roe asking that she withdraw her motion for the moment to allow more discussion, at which time she did so.

City Attorney Gaughan clarified that, if the intent was to table action, that the decision for extending the review period needed mutual agreement by the applicant and City Council.

Mr. Johnson stated that he was not sure of his ability to extend the Purchase Agreement without first consulting with other parties to the agreement. Mr. Johnson noted that, when this route was taken, it was to avoid any new road or infrastructure for this almost four acre parcel, which could accommodate sixteen lots, but they had chosen not to do so to keep with the current neighborhood's character.

Mayor Roe Recognized that aspect; and asked Mr. Johnson's preference for committing to an extension or having the City Council take action at this time, which may result in denial.

Mr. Johnson agreed to the 60-day review extension.

City Attorney Gaughan asked that any action include a specific date to ensure a more perfect record for the City.

Councilmember Willmus suggested action be taken when a full City Council was available, recognizing that Mayor Roe would be unable to attend the May 5, 2014 meeting, and suggested the extension be done to the May 12, 2014 meeting; which was mutually agreed upon by the body and Mr. Johnson.

At the request of Mr. Johnson, Mayor Roe clarified that the extension would be for consideration of the plat as presented or it would require the applicant to start the process over again with a Public Hearing at the Planning Commission level; and suggested that the applicant choose what they were willing to do.

Jason Hohn, Applicant Representative with Bald Eagle Builders

Mr. Hohn asked, if a deed restriction could be accomplished, would the City Council look at the plat as currently designed.

Mayor Roe advised that he was unable to answer that question at this time, as there was no motion or vote on the table; but based on discussion, he anticipated that it may be a consideration.

City Attorney Gaughan clarified that he was not stating that a conditioned approval could not be done, but he was skeptical that it could be; and would be part of staff's discussions with the applicant in the interim.

Councilmember Laliberte suggested that some of those answers be made available by staff and the City Attorney by May 5th, even if the vote was delayed until May 12th, but City Manager Trudgeon suggested keeping the discussion and actions together to avoid any confusion.

At the request of Mayor Roe, City Attorney Gaughan clarified that the vote would not require a super majority; and supported City Manager Trudgeon's advice to keep the full discussion and potential action until May 12, 2014.

Councilmember Etten expressed his willingness to proceed with a deed restriction. He noted that matching existing lots actually only applied to three lots on the east side of the development; and he was unsure if there was a need to restrict the size of the new lots at this time, or what would be gained by doing so.

Councilmember McGehee concurred with the comments of Councilmember Etten and encouraged the applicant to see if they could work with LDR-1 zoning, opining that it wouldn't require too much change on their part if the Purchase Agreement could be extended.

McGehee moved, Etten seconded, TABLING action on this item until the May 12, 2014 City Council meeting for consideration of the plat and rezoning at that time.

Roll Call

Ayes: Laliberte; McGehee; Willmus; Etten; and Roe

Nays: None.

Councilmember Etten expressed his concern with the City's current Tree Preservation Ordinance, and identification of substandard trees. Councilmember Etten opined that mature and significant trees were important to a neighborhood, and should be preserved; further opining that the current tree ordinance was not working for him.

Regular City Council Meeting
Monday, April 21, 2014
Page 18

Councilmember McGehee concurred with the comments of Councilmember Etten, opining that the current tree ordinance appeared to her and had proven to be uniformly useless since it was put into effect.

City Manager Trudgeon advised that it could be reviewed, noting that some standards had been attempted across the way, with Cottonwood trees typically excluded from calculations.

10. Presentations

11. Public Hearings

12. Budget Items

13. Business Items (Action Items)

- a. Request by J. W. Moore, Inc., holder of Purchase Agreement for the Residential Property at 297-311 County Road B, for Approval of a Rezoning from LDR-1 to LDR-2, and a Preliminary Plat creating Seven (7) Residential Lots**

Mayor Roe noted that, at this point given previous action to table, this item was moot.

- b. Request by Roseville Housing and Redevelopment Authority (RHHA) and the Greater metropolitan Housing Corporation (GMHC) for Approval of a Preliminary Plat of 657, 661, 667, and 675 Cope Avenue, and 2325 and 2335 Dale Street in Preparation for Redevelopment**

City Planner Thomas Paschke summarized this request, as detailed in the RCA dated April 21, 2014 and related attachments.

Willmus moved, Etten seconded, approval of the PRELIMINARY PLAT of Fire House Addition; based on the comments and findings of Section 4 – 6 and recommendation of Section 7 of the RCA dated April 21, 2014.

Councilmember McGehee expressed her pleasure with this entire process and flexibility allowed in this development.

Roll Call

Ayes: Laliberte; McGehee; Willmus; Etten; and Roe

Nays: None.

14. Business Items – Presentations/Discussions

15. City Manager Future Agenda Review

Bryan Lloyd

From: Mike Busse [REDACTED]
Sent: Friday, April 04, 2014 1:13 PM
To: Bryan Lloyd
Subject: Re: 297 - 311 Co. Rd. B.

Bryan Lloyd
City of Roseville
Roseville, Minnesota

Good day to you Bryan,
My name is Michael Busse and I am the homeowner of 275 County Road B.

To let you know, I am not necessarily opposed to this possible development, but I do have some real concerns and reservations about the future yard drainage coming from those sites proposed.

Because of the at present drainage situation, I do not want to be receiving ever greater increases of runoff directly to my property where it would then pool to soak in; this water coming from impervious runoff from varying storm events and also snow melt.

Additional drainage would not normally or likely do harm, but my property does not properly drain to flow elsewhere as I believe it is supposed to. It just doesn't. The rearmost area seems inches lower for any drainage, and literally is land locked due to ground topography. The adjoining properties (State owned and the easterly neighboring property, seem, for whatever reasons, higher on elevation. My concerns are for vegetation and trees to survive imminently wetter conditions from this project. Also my concern is with greater mosquito populations that will birth in my own back yard.

I have already been burdened with considerable out of pocket expenses; taking down trees that started to die or become dangerous because of wet feet. In short, I simply do not want to be adversely affected from additional drainage.

Question for you Bryan. Do you know if a full topography survey exists for the whole of this property including the adjoining property portion of subject land along 36 and as it abuts mine?

Please contact me and we can together take a look.

Thank you Bryan.

Respectfully,
Mike Busse

[REDACTED]

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10 OF THE CITY CODE, CHANGING CERTAIN REAL
PROPERTY LOCATED AT 297 AND 311 COUNTY ROAD B FROM LOW-DENSITY RESIDENTIAL-1
DISTRICT (LDR-1) TO LOW-DENSITY RESIDENTIAL-2 (LDR-2) DISTRICT

The City Council of the City of Roseville does ordain:

Section 1. Real Property Rezoned. Pursuant to Section 1009.06 (Zoning Changes) of the City Zoning Code of the City of Roseville, and after the City Council consideration on PF14-002, the property located at 297 and 311 County Road B is hereby rezoned from Low-Density Residential-1 (LDR-1) District to Low-Density Residential-2 (LDR-2) District, contingent upon approval and recording of the Moore's Farrington Estates plat proposed in conjunction with the request to rezone the property. Once platted, the subject property will be legally described as:

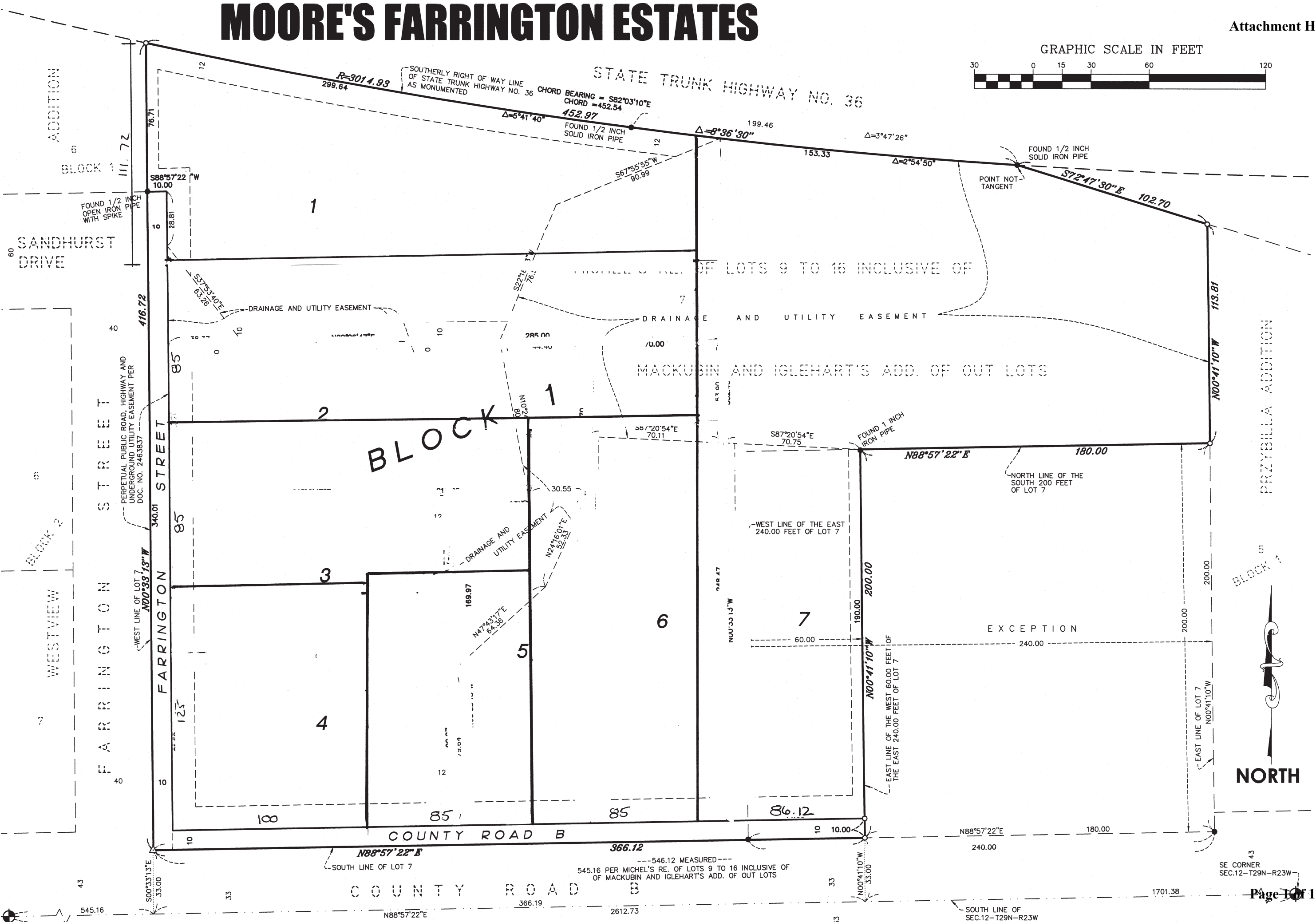
Lots 1 – 7, Block 1, Moore's Farrington Estates, Ramsey County, Minnesota, and

Section 2. Effective Date. This ordinance amendment to the City Code and Zoning Map shall take effect upon:

1. Approval and filing of the Moore's Farrington Estates plat; and
2. The passage and publication of this ordinance.

Passed this 14th day of April, 2014.

MOORE'S FARRINGTON ESTATES



**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 held on the 12th day of May 2014 at 6:00 p.m.

The following Members were present: _____
and _____ were absent.

Council Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. ____

**A RESOLUTION DENYING THE PROPOSED REZONING AND/OR PRELIMINARY
PLAT OF MOORE'S FARRINGTON ESTATES (PF14-002)**

WHEREAS, J.W. Moore, Inc., applicant for approval of the proposed plat, holds a purchase agreement for the residential property at 297 and 311 County Road B, which parcels are legally described as;

**The South 200 feet of the West 60 feet of the East 240 feet of Lot 7, of Michel's
Rearrangement of Lots 9 to 16 inclusive of Mackubin and Iglehart's Addition to Outlots to
St. Paul, Ramsey County, Minnesota**

and

**Lot 7, of Michel's Rearrangement of Lots 9 to 16 inclusive of Mackubin and Iglehart's
Addition to Outlots to St. Paul, except the East 240 feet of the South 200 feet and subject to
State Highway 36**

WHEREAS, the applicant has requested rezoning of the subject property from LDR-1 to LDR-1 and approval of the Moore's Farrington Estates preliminary plat;

WHEREAS, the Roseville City Council, at its regular meeting on May 12, 2014 reviewed the public record and the applicable zoning and/or subdivision regulations, and made the following findings of fact;

- a.
- b.
- c.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville, Minnesota, that the proposed rezoning and/or preliminary plat is/are hereby denied.

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

WHEREUPON said resolution was declared duly passed and adopted.

[illegible]

WITNESS MY HAND officially as such Manager this 12th day of May 2014.

(SEAL)

REQUEST FOR COUNCIL ACTION

Date: 5/12/14
Item No.: 13.c

Department Approval



City Manager Approval



Item Description: Authorize Project Packages for the Parks and Recreation Renewal Program

BACKGROUND

After an extensive and exhaustive community process to shape the Parks and Recreation Renewal Program (Renewal Program), on November 25, 2013, the City Council authorized seeking proposals for the entire Renewal Program (12 packages) using the Best Value Business Model.

Following City Council support and encouragement, the Best Value method of procurement has been utilized throughout the Renewal Program with success. The process focuses on the Best Value for the City, including quality projects at a fair price. The goal is to identify a contractor who has thoroughly thought through the project, has included everything foreseen, identifies risks and a plan to mitigate risks, and has proven their high performance capabilities through a scoring and interview process with an evaluation team. The evaluation teams have been made up of city staff, a representative of LHB (the City's lead consultant) and a parks and recreation commission member.

The best value process uses six selection criteria:

- Past Performance Information (PPI) (5%)
- Project Capability (10%)
- Value Added (10%)
- Identification and Mitigation of Risk (15%)
- Cost (25%)
- Interview of Key Personnel (35%)

The submittal evaluation process is "blind" (no bias from knowledge of consultant names by the selection committee), minimizes the decision making of the selection committee, and forces the contractors to show dominant and clear reasons as to why they should be hired. The process connects value with price, forcing contractors to show dominant value. To further minimize the bias by the selection committee during the submittal evaluation process, the selection committee does the following:

1. Rates all criteria separately.
2. Justifies any high or low rating.
3. Does not see the prioritization of contractors until after the prioritization is completed.
4. Does not see the price breakout and PPI until after the prioritization of the contractors.

Interviews were conducted on all 11 packages separately with individuals from all firms. The purpose was for them to describe their proposed plan, approach and cost estimates to the evaluation team.

With guidance from the City Attorney, LHB and Arizona State University (ASU), request for proposals (RFP's) were prepared and issued for all 12 project packages totaling of \$12,858,800 as outlined in the Renewal Program. Specifically the packages include: A) Buildings, Shelters and Related Site Work B) Skating Center Repairs C) Harriet Alexander Nature Center Improvements D) Bridges and Boardwalk E) Lighting F) Tennis Courts, G) Field Improvements H) Irrigation I) Natural Resources J) Disc Golf Course Improvements K) B2 and Victoria Street Sidewalk K3) Pathways in Various Park Locations. All projects were outlined at the onset and throughout the Renewal Program. ASU monitored and provided education, during the City's implementation of the Best Value process for each of the 12 packages.

A total of 4 pre-proposal education sessions were held for interested vendors. Attending at least one was required in order to submit a proposal. At these sessions, vendors were educated on the entire process. ASU was available to answer questions about the technical aspects of the process along the way; vendors were encouraged to make contact as needed to educate them. ASU monitored, and provided education, during the City's implementation of the Best Value process for each of the 12 packages.

The process for all 12 packages is now complete. The Best Value contractor has been identified in each package except for the Skating Center Repairs where no proposals were received. The recommendations below maintain the integrity, quality and program intent of the overall Renewal Program.

The Best Value Business Model has been a very thorough and time consuming process up front. Investing this amount of time in the process up front is expected to allow for a smoother process getting started, along the way and at the finish. Only "unforeseen" risks or client requested changes will need to be addressed by the City.

Attached is a typical standard City Construction Services Agreement, a Pre- Award Document and the Best Value selection summary for all packages. The City Attorney has been involved along the way and will continue to provide guidance to finalize all documents.

Included in your packet is a summary of the Best Value process from Jake Smithwick at Arizona State University.

Included in your packet is an analysis of all proposals and a recommendation from Michael Schroeder, LHB and Lead Final Design Consultant.

Included in your packet is a recommendation letter from Kristine Giga, City Civil Engineer on the B2 and Victoria sidewalk project.

Overall, this is a very unique and complex program because there are numerous projects to occur throughout the City and the work will need to be coordinated and performed around an extensive recreation program and high use park system.

Based upon the extensive, thorough and lengthy process; overall community involvement, program intent and the final designs, a staff summary and recommendation for each package is below:

78 **Package A – Buildings, Shelters and Site Work**

79 There were 4 proposals received on Package A. With the procurement process complete, the Best Value
80 Contractor for the buildings, shelters and site work at various parks has been identified as Knutson
81 Construction. The initial budget was anticipated at \$5,973,800. Their initial proposal was \$10,451,808.
82 During the clarification phase; through some value engineering items and project clarification, the total
83 project cost for this package is \$6,542,934.

84
85 Staff recommends that Knutson Construction be selected as the contractor to demolish and construct
86 6 park buildings (Autumn Grove, Lexington Park, Oasis Park, Rosebrook Park, Sandcastle Park and Villa
87 Park), refurbish 3 picnic shelters (Central Park Dale Street - FOR Parks, Central Park East – ballfields and
88 the Central Park West- Foundation) and perform related site work as outlined in the attached pre-award
89 document.

90
91 This package is recommended to be funded with \$5,973,800 from the Renewal Program as planned, and
92 \$569,134 from the Renewal Program funds previously identified to acquire the Press Gym Site that will
93 not occur. All total, the amount for Package A is \$6,542,934.

94
95 **Package B – Skating Center Repairs**

96 There were no proposals received on Package B. The initial budget was anticipated at \$150,000. The
97 purpose of this package was to prep and paint the exterior of the Skating Center Building and perform
98 related interior and exterior repairs and upgrades. Because there were no proposals, staff recommends
99 utilizing our typical procurement process and solicit individual quotes for the work specific.

100
101 These projects are recommended to be funded in the Renewal Program budget as planned.

102
103 **Package C – Harriet Alexander Nature Center Improvements**

104 There were 2 proposals on Package C. With the procurement process complete, the Best Value Contractor
105 has been identified as Black and Dew, Inc. The initial budget was anticipated at \$250,000. This package
106 is to upgrade the mechanical and electrical systems and renovate the interior and exterior building of the
107 Harriet Alexander Nature Center. Their initial proposal was for \$257,700. Through value engineering and
108 project clarification, the total cost for this package is \$254,600.

109
110 Staff recommends that Black and Dew Inc. be selected as the contractor. The scope of work includes an
111 upgrade to the mechanical and electrical systems and renovation of the interior and exterior building of
112 the Harriet Alexander Nature Center as outlined in the attached pre- award document.

113
114 This package is recommended to be funded with \$250,000 from the Renewal Program as planned, and
115 \$4,600 from the Renewal Program funds previously identified to acquire the Press Gym Site that will not
116 occur. All total, the amount for Package C is \$254,600.

117
118 **Package D – Bridges and Boardwalk**

119 There were 4 proposals on Package D. With the procurement process complete, the Best Value Contractor
120 has been identified as Janke General Contractors, Inc. The initial budget was anticipated at \$600,000.
121 This package is to replace 3 bridges in Villa Park and replace the boardwalk section that had previously
122 been removed at the Harriet Alexander Nature Center. Their initial proposal was for \$472,258. Through
123 value engineering and project clarification, the total cost for this package is \$513,467.50 including the
124 Value Added option of using galvanized steel and a screw jack system.

Staff recommends that Janke General Contractors, Inc. be selected as the contractor. The scope of work includes replacing 3 bridges in Villa Park and replacing the boardwalk section at the Harriet Alexander Nature Center as outlined in the attached pre- award document.

This package is recommended to be funded in the Renewal Program budget as planned.

Package E – Lighting System Installation, including Courts, Rinks and Lake Bennett Trail Lighting

There was 1 proposal on Package E. With the procurement process complete, the Best Value Contractor for the lighting systems install has been identified as Peterson Companies. The initial budget was anticipated at \$350,000 for installation and \$350,000 for materials totaling \$700,000 for the lighting package. This package is for electrical work and installation only with the materials and supplies being purchased separately by the City through US Communities, a cooperative bidding effort for governmental entities. Their initial proposal was for \$447,705. Through value engineering and project clarification, the total cost for this package is \$404,620.

Staff recommends that Peterson Companies be selected as the contractor to perform the electrical work and installation. The scope of work includes lighting and control system upgrades at 6 tennis courts, 4 rinks, 2 basketball courts and a pedestrian lighting system on the trail at Central Park Lake Bennett as outlined in the attached pre-award document.

The materials and supplies will be purchased separately through US Communities at a cost of \$345,380. The total budget for materials, supplies and installation will be within the \$700,000 total budget.

This package is recommended to be funded in the Renewal Program budget as planned.

Package F - Tennis Court Reconstruction and/or Resurfacing

There were 3 proposals received on Package F. With the procurement process complete, the Best Value Contractor for the tennis court refurbishment has been identified as Bituminous Roadways Inc. to refurbish tennis courts throughout the city. The initial budget was \$750,000. Their initial proposal was \$648,500. Through value engineering and project clarification, the total cost for this package is \$663,190.50

Staff recommends that Bituminous Roadways Inc. be selected as the contractor to perform the tennis court refurbishment for the courts at Acorn Park, Autumn Grove Park, Bruce Russell Park, Evergreen Park, Howard Johnson Park, Pocahontas Park, and Sandcastle Park and the basketball courts at Autumn Grove, Bruce Russell, and Sandcastle Park as outlined in the attached pre-award document.

This package is recommended to be funded in the Renewal Program budget as planned.

Package G - Field Improvements

There were 3 proposals received on Package G. With the procurement process complete, the Best Value Contractor for the field improvement package has been identified as Urban Companies, LLC to reconstruct portions of baseball and softball fields and remove and reconstruct fencing at various fields. The initial budget was \$1,248,000. Their initial proposal was \$1,540,000. Through value engineering and clarification of the project, the total cost for this package is \$1,204,212.

Staff recommends that Urban Companies LLC be selected as the contractor to perform field improvements at Central Park Dale West (Legion Baseball Field), Central Park Victoria East Softball Field Complex and Evergreen Park as outlined in the attached pre-award document.

This package is recommended to be funded in the Renewal Program budget as planned.

Package H - Irrigation Replacement and Upgrades

There were 5 proposals received on Package H. With the procurement process complete, the Best Value Contractor for the irrigation replacement and upgrades package has been identified as Anderson Irrigation Inc. to upgrade existing irrigation systems to a two wire and control systems. The initial budget was \$302,000. Their initial proposal was \$293,324. Through value engineering and clarification of the project, the total cost for this package is \$227,437.68

Staff recommends that Anderson Irrigation Inc. be selected as the Best Value contractor to perform irrigation improvements to Acorn Park, Autumn Grove Park, Central Park Dale Street West, Central Park Lexington, Central Park Victoria East, Evergreen Park, Langton Lake Park, Lexington Park and Rosebrook Park as outlined in the attached pre-award document.

This package is recommended to be funded by the Renewal Program budget as planned.

Package I – Natural Resources

There were 3 proposals on Package I. With the procurement process complete, the Best Value Contractor has been identified as Stantec Consulting Services Inc. The initial budget was anticipated at \$1,500,000. This package is to perform site analysis as necessary, remove and dispose of invasive plants, restore portions of existing park, maintenance/management of restored areas for a three year period, develop, fabricate and install an educational signage program and orchestrate volunteer efforts directed to natural resources and restoration projects. The initial proposal was for \$1,131,700. Through project clarification, the total cost for this package is \$1,500,000 including the Value Add option of \$368,300 to pursue a matching grant program to complete all projects identified in the type, size and location chart.

Stantec Consulting Services Inc. provided a Value Added option of pursuing high likelihood grant opportunities as a part of their contract. The remaining budgeted amount of \$368,300 would be held by the City to pursue those grant opportunities. Staff is recommending to accept this Value Add item for \$368,300 to be utilized as a matching grant program, provided grants are secured.

The total cost of this package is for \$1,500,000 including the Value Add option. This amount will only be expended if grants are secured.

Staff recommends that Stantec Consulting Services Inc. be selected as the contractor. The scope of work includes park system wide interpretive signage and natural resource restoration work in 22 of the 30 Roseville Parks as outlined in the attached pre- award document.

This package is recommended to be funded in the Renewal Program budget as planned.

Package J - Disc Golf Course Improvements

There was 1 proposal received on Package J. With the procurement process complete, the Best Value Contractor for the disc golf course improvements package has been identified as Kevin Casey LLC to

assess design, recommend improvements and perform improvements as it relates to playability and amenities, signage, safety and environmental conditions. The initial identified budget was \$100,000. Their initial proposal was \$82,488. The total cost for this package is \$89,688 including the Value Add option of \$7,200 for additional trash cans.

Staff recommends that Kevin Casey LLC be selected as the Best Value contractor to perform the disc golf course improvements at Acorn Park as outlined in the attached pre-award document.

This package is recommended to be funded by the Renewal Program budget as planned.

Package K1 – Sidewalks – County Road B2 and Victoria Sidewalk

There were 2 proposals on Package K1. With the procurement process complete, the Best Value Contractor has been identified as T. A. Schifsky & Sons. The initial budget was anticipated at \$1, 205,000. This package is for the construction of a sidewalk on County Road B2 from Lexington to Rice Street and along Victoria from County Road B to County Road C and related work. The initial proposal was for \$1,125,156.55. Through project clarification, the total cost for this package is \$1,125,156.55.

Staff recommends that T.A. Schifsky & Sons be selected as the contractor. The scope of work includes the construction of a sidewalk on County Road B2 from Lexington to Rice Street and along Victoria from County Road B to County Road C as outlined in the attached pre- award document.

This package is recommended to be funded in the Renewal Program budget and the Public Works Storm Water Improvement Fund as planned.

Package K3 – Sidewalk/Pathways at various park locations

There were 3 proposals on Package K3. With the procurement process complete, the Best Value Contractor has been identified as Bituminous Roadways, Inc. The initial budget was anticipated at \$80,000. This package is to construct bituminous pathway connections at Pocahontas Park, Howard Johnson Park, Langton Lake Park, Upper Villa Park, Mapleview Park and Evergreen Park as outlined in the final designs. The initial proposal was for \$77,830. Through value engineering and clarification of the project, the total cost for this package is \$83,235.

Staff recommends that Bituminous Roadways, Inc. be selected as the contractor. The scope of work includes the construction of pathway connections at Pocahontas Park, Howard Johnson Park, Langton Lake Park, Upper Villa Park, Mapleview Park and Evergreen Park as outlined in the attached pre- award document.

This package is recommended to be funded with the \$80,000 Renewal Program budget as planned and an additional amount of \$3,235 taken from the Rosebrook Property Acquisition budget that will not occur.

POLICY OBJECTIVE

It is the policy of the City to provide a community process and a thoughtful approach when making improvements to City facilities.

263
264 **BUDGET IMPLICATIONS**

265 All projects are within the authorized Parks and Recreation Renewal Program. All recommended
266 packages at this time total \$12,608,539. The budget for all of the above packages is \$13,208,800,
267 including the Rosebrook Park property acquisition amount of \$700,000 that will not occur.

268
269 **STAFF RECOMMENDATION**

270 Based on the completion of the public engagement strategy, final designs and the results of the Best Value
271 process, staff recommends entering into contracts with the identified Best Value contractors as outlined.

272
273 **REQUESTED COUNCIL ACTION**

274
275 Motion authorizing the Mayor and the City Manager to enter into a contract with Knutson Construction
276 for Proposal Package A, Building, Shelters and Related Site Work, as outlined for a cost of \$6,542,934
277 with final review and approval of documents by the City Attorney.

278
279 Motion authorizing the Mayor and the City Manager to enter into a contract with Black and Dew, Inc. for
280 Package C, Harriet Alexander Nature Center Improvements, as outlined for a cost of \$254,600 with final
281 review and approval of documents by the City Attorney.

282
283 Motion authorizing the Mayor and the City Manager to enter into a contract with Janke General
284 Contractors Inc. for Package D, Bridges and Boardwalk, as outlined for a cost of \$513,467.50 with final
285 review and approval of documents by the City Attorney.

286
287 Motion authorizing the Mayor and the City Manager to enter into a contract with Peterson Companies for
288 Package E, Lighting System Installation, as outlined for a cost of \$404,620 with final review and approval
289 of documents by the City Attorney.

290
291 Motion authorizing the Mayor and the City Manager to enter into a contract with Bituminous Roadways,
292 Inc. for Package F, Tennis Court Reconstruction and Resurfacing, as outlined for a cost of \$663,190.50
293 with final review and approval of documents by the City Attorney.

294
295 Motion authorizing the Mayor and the City Manager to enter into a contract with Urban Companies, LLC
296 for Package G, Field Improvements, as outlined for a cost of \$1,204,212 with final review and approval
297 of documents by the City Attorney.

298
299 Motion authorizing the Mayor and the City Manager to enter into a contract with Anderson Irrigation for
300 Package H, Irrigation Replacements and Upgrades, as outlined for a cost of \$227,437.68 with final review
301 and approval of documents by the City Attorney.

302
303 Motion authorizing the Mayor and the City Manager to enter into a contract with Stantec Consulting
304 Services, Inc. for Package I as outlined for a cost of \$1,500,000 Natural Resources, with final review and
305 approval by the City Attorney.

306
307 Motion authorizing the Mayor and the City Manager to enter into a contract with Kevin Casey, LLC for
308 Package J, Disc Golf Course Improvements, as outlined for a cost of \$89,688 with final review and
309 approval of documents by the City Attorney.

310 Motion authorizing the Mayor and the City Manager to enter into a contract with T. A. Schifsky & Sons,
311 Inc. for Package K1, County Road B2 and Victoria Avenue Sidewalks, as outlined for a cost of
312 \$1,125,156.55 with final review and approval of documents by the City Attorney.
313

314 Motion authorizing the Mayor and the City Manager to enter into a contract with Bituminous Roadways,
315 Inc. for Package K3, Sidewalks and Pathways at Various Park Locations, as outlined for a cost of
316 \$83,235, with final review and approval of documents by the City Attorney.
317

318 Prepared by: Lonnie Brokke, Director of Parks and Recreation
319

320 Attachments:

- 321 A. Letter from Jake Smithwick, Arizona State University on Best Value Process and the Renewal Program
- 322 B. Review and Recommendation Letter from Michael Schroeder, LHB and City Lead Final Design Consultant
- 323 C. Review and Recommendation Letter from Kristine Giga, City Engineer
- 324 D. City Standard Construction Services Agreement for Renewal Program Packages A, C, D, E, F, G, H, I, J, K1 and K3
- 325 E. Pre-Award Documents for Renewal Program Packages, A, C, D, E, F, G, H, I, J, K1 and K3
- 326 F. Best Value Summary Scores for Renewal Program Packages, A, C, D, E, F, G, H, I, J, K1 and K3

May 7, 2014

Mr. Lonnie Brokke, Director of Parks and Recreation
Mr. Jeff Evenson, Parks Superintendent
City of Roseville
2660 Civic Center Drive
Roseville, Minnesota 55113

**RE: Parks and Recreation Renewal Program
Roseville's Application of Best Value**

Dear Mr. Brokke, Mr. Evenson, and other concerned parties:

This letter summarizes the City of Roseville's application of the best value process on the Parks and Recreation Renewal Program (PRRP) construction packages A, B, C, D, E, F, G, H, I, J, K-1, and K-3.

Education

Attendance at an educational meeting was required by at least one attendee by any firm proposing on a project. A representative from ASU provided four educational sessions:

- September 19, 2013
- November 14, 2013
- January 28, 2014
- February 25, 2014

The education was provided so that proposers may have an opportunity to ask questions on the best value approach and understand the City's intent with each package. ASU has also provided multiple training sessions to City staff and evaluators through in-person meetings, teleconferences, and online video tutorials. The training covered the overall best value structure, evaluation process, interviews, and clarification phase. Evaluators were instructed that a rating of "10" is given if the verifiable performance metrics are used to support claims of capability, risk mitigation, and value. Submittals are "blind", meaning that no identifying information is part of the submittal document (Risk, Project Capability, or Value Added plans). These requirements therefore minimize potential bias of the selection committee.

RFP Review

ASU provided RFP language on the best value system, and has monitored Roseville's application of the best value structure. There are three main phases, which are described in each RFP:

1. Selection

There six selection criteria: Interview (350 points), Cost (250 points), Risk Plan (150 points), Project Capability (100 points), Value Added Plan (100 points), and Past Performance Information (50 points).

The three submittal documents (Risk, Project Capability, and Value Added) are limited to two pages. This is done to focus on just the critical items relative to the intent of each submittal, and also minimize efforts of the City and proposers. The evaluators do not see the Cost and Past Performance Information of proposers until after all evaluations and interviews have been completed.

After prioritizing all of the Respondents, the City reviewed costs in the following manner (this process was also identified in each RFP):

- 1) If the highest ranked Respondent's Total Cost is within budget then they will be invited to the Clarification Phase.
- 2) If the highest ranked Respondent is within budget, but is greater than 10% of the second highest ranked Respondent's Total Cost, the City reserves the right to invite the second highest ranked contractor to the Clarification Phase.
- 3) If the highest ranked Respondent's Total Cost is over-budget, the City reserves the right to proceed to the highest ranked Respondent within the budget (or the City may seek additional funding to proceed with a Respondent that is over the budget).
- 4) If all of the Respondents' Total Costs are over-budget, the City may: obtain additional funds, re-scope the project, or cancel the project.

2. Clarification

Once the potential best value firm is identified, the City begins the Clarification Phase. This phase is carried out prior to signing the contract, and to ensure all parties (City, Contractor, and Design Consultants) have a clear understanding of the project expectations. During this phase, the City may review and confirm project cost, scope, schedule, and risk. Each potential best value firm prepared a Clarification Phase Document summarizing these items. The City, Design Consultants, and ASU reviewed each document and provided general comments. If the City is comfortable with each potential best value firm and their plan, an award can be made.

3. Project Execution

Once an award is made, a Weekly Risk Report (WRR) will be setup. This simple excel tool is submitted each week by the contractor to the owner, and summarizes any deviations to the project, in terms of cost and schedule. The tool also includes the contractor's risk management plan, milestone schedule, and critical contact information related to the project. ASU prepares the WRR (based on the unique cost and schedule duration of each award) and reviews the WRRs.

Summary

In closing, the methodology for how the City would apply the best value process was identified upfront as part each RFP. ASU monitored, and provided education, during the City's implementation of the best value process for each of the construction packages. The process is designed to minimize bias and provides the City an opportunity to clarify scope, understand each proposer's risk mitigation approach, cost, and schedule. Each project's performance will be monitored for the duration of its execution through the use of Weekly Risk Reports.



PERFORMANCE
DRIVEN DESIGN.
LHBcorp.com

6 May 2014

Mr. Lonnie Brokke, Director of Parks and Recreation
City of Roseville
2660 Civic Center Drive
Roseville, Minnesota 55113

RE: ***Parks and Recreation Renewal Program***
Review of best value proposers

Dear Mr. Brokke:

LHB, Inc., as a part of an evaluation team composed of city staff and representatives of the Parks and Recreation Commission, evaluated proposals on the above referenced improvements as part of the city's Parks and Recreation Renewal Program. This letter offers our assessment of the proposals and the conformance of each with the technical requirements of each proposal package.

Proposal Package 'A' Park buildings, shelters, and site improvements

LHB has reviewed the draft Pre-Award Document prepared by Knutson Construction Services, Inc., including scope adjustments defined in concert with Parks and Recreation Department staff, and find the proposal meets the technical requirements of the plans and specifications for the six park buildings and related site improvements as well as the remodeling of three park shelters. The improvements proposed as a part of this proposal align with the intentions of the preliminary designs and the Parks and Recreation System Master Plan.

During the clarification stage, adjustments to the original scope of work were discussed and found to be in the best interests of the city and its parks and recreation programs. Modifications to the original scope of work included the elimination of some aspects of the proposed improvements in favor of retaining improvements offering greater benefit to the community and value engineering proposals that deliver the buildings and related building systems in a more cost effective manner without compromising building function, aesthetics, or durability.

Proposal Package 'B' Roseville Skating Center repairs

No proposals were received for this proposal package. The work is readily defined in scopes that could be separately addressed by different trades in a process that requests scopes and fees from vendors as a part of the Parks and Recreation Renewal Program.

Proposal Package 'C' Harriet Alexander Nature Center building improvements

LHB has reviewed the proposal and scope prepared by Black|Dew and find the proposal meets the technical requirements of the plans and specifications for building improvements at the HANC. The proposal aligns with the intentions of the preliminary design and the Parks and Recreation System Master Plan.

During clarification, a value option for eliminating temporary heat during construction was accepted by the city, which resulted in a savings for the city; heat will be provided through the buildings existing system. In addition, the work will include replacement of all gutters on the buildings, resulting in a minimal additional cost for the work while creating aesthetic consistency in the finished construction.

Proposal Package 'D' Bridges and Harriet Alexander Nature Center Boardwalk

LHB has reviewed the proposal prepared by Janke General Contractors, Inc. and find the proposal as well as scope adjustments prepared in concert with Parks and Recreation Department staff meet the technical requirements of the plans and specifications for bridges at Villa Park and the boardwalk improvements at the HANC. The proposal aligns with the intentions of the preliminary design and the Parks and Recreation System Master Plan.

During clarification, value added options were discussed with the proposer and resulted in additional work becoming a part of the scope. The options included methods of construction that improve durability and offer ways of adjusting the boardwalk as settling occurs in the future.

Proposal Package 'E' Lighting and controls

LHB has reviewed the proposal submitted by Peterson Companies, Inc. and the scope adjustments prepared by Killmer Electric Company, Inc. in concert with Parks and Recreation Department staff meet the technical requirements of the plans and specifications for lighting and controls improvements.

During clarification, scope adjustments were made to modify the control systems for rinks and tennis courts that would allow for greater ease of use by park users. Scope adjustments also resulted in a more targeted approach to field lighting replacement.

Proposal Package 'F' Tennis court improvements

LHB has reviewed the proposal submitted by Bituminous Roadways, Inc. as well as scope adjustments prepared in concert with Parks and Recreation Department staff and find the documents meet the technical requirements of the plans and specifications for tennis court and other court improvements.

During the clarification stage, value added suggestions were reviewed. The

Bituminous Roadways proposal included value added items for alternative court equipment, a different method of reconstructing the courts, and a temporary striping solution that would put courts back into play sooner. These changes result in superior long-term results in the constructed work and pose benefits to the community in terms of reduced time without use of tennis courts.

Proposal Package 'G' Field improvements

LHB has reviewed the proposal submitted by Urban Companies, LLC as well as scope adjustments prepared in concert with Park and Recreation Department staff and find the documents meet the technical requirements of the plans and specifications for baseball and softball field improvements.

During the clarification stage, it was determined that some details of the original construction plans could be modified to improve the process of construction, the cost of the work, and the long-term ability to maintain the improvements. Namely, the original drawings included a concrete maintenance strip at all perimeter fencing; by replacing the concrete with an expansion of the aggregate lime warning track, costs can be reduced, maintenance methods related to mowing are not compromised, and the ability to reset or adjust fence posts is retained (which could not occur if the fence posts were set in concrete). In addition, some modifications related to fencing were determined to be of benefit to the city.

Proposal Package 'H' Irrigation system improvements

LHB has reviewed the proposal submitted by Anderson Irrigation, Inc. as well as scope adjustments prepared in concert with Park and Recreation Department staff and find the documents meet the technical requirements of the plans and specifications for baseball and softball field improvements.

During the clarification stage, it was determined that some details of the original construction plans could be modified to the advantage of the city. In particular, the specified moisture sensor for each irrigation system satisfies State of Minnesota codes for rain sensing as a part of the irrigation system. As a result, the specified rain sensors will be deleted from the project. The scope of the work was reduced by eliminating the garden irrigation at Oasis Park and elimination of work at Villa Park except for control upgrades. Other design modifications will be implemented without a change in scope or costs.

Proposal Package 'I' Natural resources and restoration projects

LHB has reviewed the proposal submitted by Stantec, Inc. as well as scope adjustments prepared in concert with Parks and Recreation Department staff and find the documents meet the technical requirements of the plans and specifications for natural area restorations projects indicated in a Type, Size, and Location matrix included as a part of the Request for Proposals.

As a part of the clarification stage, Stantec reviewed value added scope that

would use funds within the city's budget to pursue grants. If successful, the remaining funds would provide a match to non-local funds that would allow for a significant amount of additional natural resources improvements to occur.

Proposal Package 'J' Disc golf course improvements

LHB has reviewed the proposal submitted by Kevin Casey, LLC. and finds the documents meet the technical requirements of the scope requested by the City of Roseville as a part of its Request for Proposals.

A value added option for the addition of litter receptacles was accepted by the city as it offers a substantive benefit for the Acorn Park environment recognizing the ways in which the course is used by disc golfers.

Proposal Package 'K3' Park pathways

LHB has reviewed the proposal submitted by Bituminous Roadways, Inc. and finds the documents meet the technical requirements of the plans and specifications for baseball and softball field improvements.

During the clarification stage, it was determined that the addition of paths currently proposed as a part of Proposal Package 'A' at Pocahontas Park should be added to this work. Incorporation of this work provides for greater efficiency of the work and decreases disruption to the park that result for construction in the park.

We understand that LHB's recommendation forms a portion of the city's decision to enter into contracts with these proposers and that other considerations may influence an ultimate decision relate to award of contracts. If there are questions related to our review and recommendations, please let me know.

Sincerely,

LHB, Inc.

A handwritten signature in black ink, appearing to read 'Michael Schroeder', with a stylized flourish at the end.

Michael Schroeder



May 7, 2014

Mr. Lonnie Brokke, Director of Parks and Recreation
City of Roseville
2660 Civic Center Drive
Roseville, Minnesota 55113

RE: Parks and Recreation Renewal Program
Proposal Package 'K1' County Road B-2/Victoria sidewalk

Dear Mr. Brokke:

The City Engineering staff, as a part of an evaluation team composed of City Parks and Recreation staff, representatives of the Parks and Recreation Commission, and LHB, Inc., evaluated the proposals on the above referenced improvements as part of the city's Parks and Recreation Renewal Program. This letter offers our assessment of the proposal and the conformance with the technical requirements of the proposal package.

Proposal Package 'K1' County Road B-2/Victoria sidewalk

City staff has reviewed the proposal submitted by T.A. Schifsky and Sons, Inc., and finds the documents meet the technical requirements of the plans and specifications for sidewalk improvements.

During the clarification stage, it was determined that the method of concrete placement may deviate from the original specified method in order to accommodate pedestrian ramp construction, as well as providing driveway access to property owners. This deviation provides for greater efficiency of the work and decreases disruption to the residents during construction.

We understand that this recommendation forms a portion of the city's decision to enter into a contract with the proposer and that other considerations may influence an ultimate decision related to award of contracts. If there are questions related to the review and recommendations, please let me know.

Sincerely,

Kristine Giga, P.E.
Civil Engineer

Package A Documents

Building, Shelters, and Site Work

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made as of the _____ day of May, 2014, by and between the City of Roseville (hereinafter called the OWNER) and Knutson Construction (hereinafter called the CONTRACTOR). This AGREEMENT WITNESSETH, that the OWNER and the CONTRACTOR, for the consideration hereinafter stated, agree as follows:

ARTICLE 1. WORK

The CONTRACTOR hereby covenants and agrees to perform and execute all work generally described here and in accordance with the provisions of the plans and specifications as prepared by the City of Roseville, and referenced in Article 5, as approved by OWNER.

**City of Roseville Parks and Recreation Renewal Program
Proposal Package A Park Buildings and Shelters
Roseville Project Number: 001-2014**

and to do everything required by this Agreement and the Contract Documents.

ARTICLE 2. CONTRACT TIME

- 2.1 Completion – The CONTRACTOR agrees that the work contemplated by this contract shall be fully and satisfactorily completed as stated in the Special Conditions and titled “Execution of the Work and Completion Dates”.
- 2.2 Liquidated damages – OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each day that expired after the time specified in Paragraph 2.1 for Substantial Completion until the work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each calendar day that expires after the time specified in Paragraph 2.1 for completion and readiness for final payment.

ARTICLE 3. CONTRACT PRICE

The OWNER agrees to pay and the CONTRACTOR agrees to receive and accept payment in accordance with the prices bid for the unit, or lump sum items as set forth in the Conformed Copy of Proposal, form hereto attached which prices shall conform to those in the accepted CONTRACTOR’S Proposal on file in the office of the City Manager of the City of Roseville, Minnesota, the aggregate of prices based on the Pre-Award Document, is \$6,542,934. Final payment shall be made in accordance with the CONTRACTOR’S Proposal Form in accordance with the General Conditions and Pre-Award Document.

ARTICLE 4. PAYMENT PROCEDURES

The OWNER will make progress payments on account of the Contract Price as provided in the GENERAL CONDITIONS, under Section 230, and as follows:

- 4.1 Progress and final payments will be on the basis of the CONTRACTOR'S Application for Payment as approved by the Parks and Recreation Director.
- 4.2 The OWNER shall retain 5% of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. However, when the work is substantially complete, the retained amount may be reduced by the owner at its sole discretion below 5% to only that amount necessary to assure completion.
- 4.3 With the written approval of Bonding Company, a sum sufficient to increase the total payments of the CONTRACTOR to 98% of the Contract Price less retainage as the CITY OF ROSEVILLE shall determine for all uncompleted work and unsettled claims.
- 4.4 Upon final completion of the work and settlement of all claims and receipt of Minnesota State Withholding Certificate the remainder of the Contract Price will be remitted in accordance with the Contract Documents.

ARTICLE 5. CONTRACT DOCUMENTS

- 5.1 The Proposal Form.
- 5.2 Special Conditions of the Specifications for Public Improvements.
- 5.3 Special Conditions.
- 5.4 General Conditions.
- 5.5 Specifications.
- 5.6 Plans and drawings, which are attached to Specifications are identified as:
 - Proposal Package A Plans
 - Proposal Package A Pre-Award Document
 - Final Construction Plan Set
- 5.7 Addenda 1, 2 and 3.
- 5.8 Contract Bonds.
- 5.9 Certificate of Acknowledgment.
- 5.10 Form of Agreement.
- 5.11 Notice of Award.

This Agreement, together with the documents hereinbefore mentioned, for the Contract, and all documents are as fully a part of the Contract as if attached hereto or herein repeated.

ARTICLE 6. MISCELLANEOUS

- 6.1 Terms used in this Agreement which are defined in section 201 of the General Conditions shall have the meanings indicated in the General Conditions.
- 6.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part their respective interest under any of the Contract Documents and, specifically, the CONTRACTOR shall not assign any monies, due or to become due without the prior written consent of the OWNER.
- 6.3 The OWNER and the CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect of all covenants and obligations contained in the Contract Documents.
- 6.4 This Agreement and Contract Documents constitute the entire agreement and, understanding, promises and obligations between the OWNER and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.
- 6.5 If any provision or portion of this Agreement and the Contract Documents is found to be unenforceable by a court of competent jurisdiction in the course of a legal action brought by one of the parties relative to this Project, all other provisions and portions of this Agreement and the Contract Documents shall survive and remain in full force and effect.
- 6.6 Any dispute or claim arising out of this Project, Agreement, and the Contract Documents shall be governed by the applicable law of the State of Minnesota and any legal actions brought to resolve any such disputes or claims shall be venued in the appropriate state or federal district court for Ramsey County, Minnesota.

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

THE CITY OF ROSEVILLE

By: _____
Daniel J. Roe, Mayor

By: _____
Patrick J. Trudgeon

Attest: _____
(SEAL)

CONTRACTOR:

Knutson Construction
7515 Wayzata Boulevard
Minneapolis MN, 55426

By: _____
Its: _____

By: _____
Its: _____

Attest: _____
(CORPORATE SEAL)

OWNER
ADDRESS FOR GIVING NOTICES:

CITY OF ROSEVILLE
2660 Civic Center Drive
Roseville, MN 55113

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR
ADDRESS FOR GIVING NOTICES:

Knutson Construction
7515 Wayzata Boulevard
Minneapolis MN 55426

License No.

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

City of Roseville
Package A: Park Buildings, Shelters, and Site Improvements

PRE AWARD DOCUMENT

Prepared By: Knutson Construction

April 30, 2014

<u>TABLE OF CONTENTS</u>	<u>Page</u>
Section 1 – Financial Summary	3
Section 2 – Project Duration Summary	4
Section 3 – Project Schedule	4 - 5
Section 4 – Risk Management Plan	5 - 10
Section 5 – Scope Overview	10 - 18
Section 6 – Project Assumptions	18
Section 7 – Project Action Checklist	19
Section 8 – Contact List	19 - 20

EXHIBITS

- Exhibit 1 – Detailed Overall Schedule
- Exhibit 2 – Knutson Construction Risk Assessment (Original)
- Exhibit 3 – Knutson Construction Project Capability (Original)
- Exhibit 4 – Knutson Construction Value Adds (Original)
- Exhibit 5 – All Vendor Identified Risks (From Jake Smithwick)

SECTION 1 – FINANCIAL SUMMARY

Approved Value Added Options

NO	DESCRIPTION	Deduct Cost (\$)
VA4	Utilize aluminum feeders for all feeders over 100 amps	\$16,000
VA5	Alternate site furnishings supplier & quantities	\$101,373
VA7	Revise construction fence specifications	\$83,000
Total Approved Value Added Options:		\$200,373

Client Requested Scope Changes

NO	DESCRIPTION	Deduct Cost (\$)
OA1	eliminate terraced gardens retaining walls	\$28,784
multiple	Use PEX for all domestic water piping	\$12,800
multiple	eliminate paths & concrete paving	\$77,938
multiple	Eliminate Villa & Autumn Grove ice rinks and associated drainage basins. Clear and grade at Autumn Grove for future ice rink (no subcut)	\$268,184
multiple	remodel only the existing shelter structures (Dale, Vic W and Vic E)	\$1,601,909
multiple	Eliminate entire scope of work at Central Park Lexington & Acorn	\$1,357,176
multiple	Move building to location of existing building & add fire sprinkler	\$106,140
VE7	Change to 24" min sill heights at all windows to eliminate tempered glass	\$8,300
LE2	eliminate chimney assembly (keep bump out for insert)	\$1,200
multiple	omit light coves in toilet rooms	\$2,340
multiple	omit tile in toilet rooms on all walls except wet walls, reduce height to 6' AFF on wet walls	\$20,100
multiple	Mechanical: Corrugated Gas Hose	\$4,600
multiple	Mechanical: Combine HVAC Zones	\$24,000
VE19	Contractor's GC savings for reduced overall project duration/scope, credit all bldg permit & SAC fees	\$148,282
VE6	Change to all "E" series windows at all buildings	\$24,000
multiple	Mechanical: Tempered Supply to Lavs	\$3,000
LE33	Mechanical: Stand alone T-stats	\$3,000
multiple	Exterior drinking fountains deleted at 3 shelters above. Add exterior drinking fountains & plumbing back into scope	\$16,749
Total Approved Client Scope Changes:		\$3,708,502

Final Cost Proposal

NO	DESCRIPTION	COST (\$)
1	Original Proposal Cost	\$10,451,809
2	Total Approved Value Added Options	(\$200,373)
3	Total Client Requested Scope Changes	(\$3,708,502)
Final Project Cost		\$6,542,934

SECTION 2 – PROJECT DURATION SUMMARY

Approved Value Added Options

NO	DESCRIPTION	DURATION
1	Nothing noted	
Total Approved Value Added Options:		0

Client Requested Scope Changes

NO	DESCRIPTION	DURATION (Calendar Days)
1	Change overall scope of work at the three park shelters to remodeling only.	(38)
Total Approved Client Scope Changes:		(38)

Final Project Duration

NO	DESCRIPTION	DURATION (Calendar Days)
1	Original Proposal Duration (Days) (includes 10 days in spring for exterior painting)	301
2	Total Approved Value Added Options (Days)	0
3	Total Client Requested Scope Changes (Days)	(38)
Final Project Duration		263

SECTION 3 – PROJECT SCHEDULE

A complete project schedule identifying major activities and actions/decisions required from the client

No	Activity / Task	Duration (calendar days)	Start Date	End Date
1	Notice to Proceed	1	5/12/14	5/12/14
2	HCM & LHB issues conformed set of documents for the first three buildings (Lexington, Sandcastle and Villa)	10	5/5/14	5/13/14
3	Lexington Park	117	5/14/14	9/8/14
4	Sandcastle Park	99	5/21/14	8/26/14
5	Villa Park	106	5/28/14	9/9/14
6	Pocahontas Park	22	8/18/14	9/8/14
7	Autumn Grove	113	8/18/14	12/8/14
8	Autumn Grove exterior painting (weather dependent)	7	4/1/15	4/7/15
9	Oasis Park	101	8/25/14	12/3/14
10	Oasis Park exterior painting (weather dependent)	7	4/1/15	4/7/15
11	Rosebrook Park	94	9/1/14	12/3/14

12	Rosebrook Park exterior painting (weather dependent)	7	4/1/15	4/7/15
13	Central Park Victoria West	39	9/1/14	10/9/14
14	Central Park Dale West	39	9/1/14	10/9/14
15	Central Park Victoria East	44	10/7/14	11/19/14
16	Total Project Substantial Completion (less exterior painting)	1	12/8/14	12/8/14
17	Final Pay Application/Final Payment	30	4/7/15	5/6/15

Contractor tasks are in "black", Client tasks are in "blue", Risky activities are in "red"

SECTION 4 – RISK MANAGEMENT PLAN

A complete list of all pre-identified risks that the Vendor does not control.

KNUTSONCONSTRUCTIONORIGINALRISKS

Identified Risk 1:	Scope of work changes due to unforeseen conditions and owner requests.
Solution / Strategy:	Each item that comes up will be resolved in (5) days unless more time is justified and requested. We will immediately notify all parties in writing on the day of the discovery of the potential time and cost impact. We will present to the owner and engineer the best solution that minimizes the time and cost impact to the project. If the owner approves the time and cost impacts, no action is required and we will generate the change order and proceed with the work. If the owner objects to the time and cost impact, we will not proceed with the work until directed in writing, and the time and cost impacts will be tracked on the weekly risk report.

Identified Risk 2:	Jobsite locations not being made available as previously coordinated and agreed upon with Owner which would delay the start date of a particular jobsite.
Solution / Strategy:	As soon as the delay is identified we will immediately notify all parties in writing on that day of the potential time and cost impact. We will present to the owner and engineer the best solution that minimizes the time and cost impact to the project. If the owner approves the time and cost impacts, no action is required and we will generate the change order and proceed with the work. If the owner objects to the time and cost impact, we will not proceed with the work until directed in writing, and the time and cost impacts will be tracked on the weekly risk report.

Identified Risk 3:	Project being over budget causing the Owner to scale back scope or not proceed with the project at all.
Solution / Strategy:	Our company has an established Value Engineering process which is completed on all projects. This process includes meetings with owner, architect and post bid subcontractor interviews (very similar to the Pre-Award Phase). This process enables us to collaboratively identify areas of the project in which cost savings could be realized. Once identified these ideas along with cost and schedule impacts are presented to the project team for review.

Identified Risk 4:	Coordination with separate prime contractors (other bid packages).
Solution / Strategy:	We will take the lead on the job as if we held all the contracts. We will incorporate the schedule and weekly risk reports of the other prime contractors into our risk management plan and continue to update our weekly risk report as the project progresses.

Identified Risk 5:	Best value bid philosophy
Solution / Strategy:	With the best value proposal process it may be unclear what each contractor is including. Our proposal includes only what the drawings show, which may not be what the owner needs or intends. We have indicated items on our "Value Add Plan" that we feel need to be accepted to provide a complete proposal based on our interpretation of the intent of the drawings.

Identified Risk 6:	Protecting the existing areas outside of our construction limits and documenting existing conditions.
Solution / Strategy:	Our project manager and superintendent will walk the construction limits with the owner, engineer, and our subcontractors to document with photos and create a written log of existing conditions prior to the start of construction. At the same time we will work together to develop and implement a plan to protect the existing conditions.

Identified Risk 7:	Extent of 6' construction site fencing is not clearly defined.
Solution / Strategy:	We have included in our bid what we think is an appropriate amount of 6' construction fence to protect the public from areas where we have deep excavations and building structures. The details of what we have planned for will be reviewed and coordinated with the Owner in the Clarification Phase. Please see our Value Add Plan If the Owner desires that the entire construction zone as defined on the drawings is to have the 6' construction fence installed.

Identified Risk 8:	We have included tax in our bid which may make us less cost competitive. It is unclear as to what extent that this project is tax exempt or not. The specifications state that the project is NOT tax exempt. However, Addendum #3 states that the City may have some measure of tax exempt status.
Solution / Strategy:	We are working with our legal counsel regarding tax implications for this project. However, we do not have enough time to resolve this issue prior to submitting this bid proposal. As such, we have included tax in our base bid but have also compiled tax breakout pricing from all subs and vendors. See our Value Add Plan in the event this project is determined to be tax exempt.

OWNER IDENTIFIED RISKS

Identified Risk 1:	Community issues / Public perception
Solution / Strategy:	On all our projects, Knutson issues monthly new letters which in this case could also be used to update the community on construction progress. We will also be available to conduct project walk-throughs and/or tours as the City desires.

Identified Risk 2:	Budget
Solution / Strategy:	See Knutson Identified Risk #3. Our "VE" process will be used to identify and resolve budget concerns.

Identified Risk 3:	Safety
Solution / Strategy:	We conduct pre-construction meetings with our subs and vendors in which

	we discuss safety with regards to the job site and public safety. We have a site specific safety plan that will be distributed to all our subs and vendors. Jobsite perimeters will be clearly defined/separated from the public. Tools and materials will be secured or removed from every site on a daily basis.
--	--

Identified Risk 4:	Coordination with recreation schedule
Solution / Strategy:	During the clarification phase we will work with the City to establish acceptable construction timeframes in which each project site can be under construction. It will be critical that the start and finish dates established for each site are adhered to by all parties involved. If established dates change during construction this deviation will be added to the weekly risk report.

ARCHITECT IDENTIFIED RISKS

Identified Risk 1:	Cost overruns
Solution / Strategy:	See Knutson Identified Risk #3 regarding Knutson's VE process. See also Knutson's Identified Risk #5 regarding our Best Value bid philosophy.

Identified Risk 2:	Re-design
Solution / Strategy:	A conformed set of project documents will need to be issued prior to starting construction. This conformed set should be issued by April 23, 2014 to avoid delaying the start of construction. If the conformed set of documents is not issued by this time, the issue will be added to the weekly risk report and tracked for schedule and cost deviation.

ALL VENDOR'S IDENTIFIED RISKS

Identified Risk 1:	Maintaining the structural integrity of the Picnic Shelters while changes are made. If the integrity of the structure is not maintained, costs may be increased, an unsafe work site will be present and the life of the shelter may be shortened.
Solution / Strategy:	The shelters will no longer need to be moved in order to install new foundations. We have a plan in place to support these shelters (not move them) as is while correcting the column bases.

Identified Risk 2:	Daily trucking, heavy excavation equipment and dumpsters can create hazards to the public and workers.
Solution / Strategy:	See Owner Identified Risk #3: We conduct pre-construction meetings with our subs and vendors in which we discuss safety with regards to the job site and public safety. We have a site specific safety plan that will be distributed to all our subs and vendors. Jobsite perimeters will be clearly defined/separated from the public. Tools and materials will be secured or removed from every site on a daily basis.

Identified Risk 3:	Some aspects of the schedule are tight, especially where concrete and landscaping come into play.
Solution / Strategy:	We have coordinated the revised schedule with the City due to various scope changes. We are confident that we can complete the work as currently scheduled.

Identified Risk 4:	Damage to owner salvaged items. The general contractor would not want to purchase or have the owner purchase new materials as a result of damage from storage at the site.
Solution / Strategy:	See Owner Identified Risk #3: We conduct pre-construction meetings with our subs and vendors in which we discuss safety with regards to the job site and public safety. We have a site specific safety plan that will be distributed to all our subs and vendors. Jobsite perimeters will be clearly defined/separated from the public. Tools and materials will be secured or removed from every site on a daily basis.

Identified Risk 5:	T&G protection on existing shelters. The general contractor would want to ensure the finish and appearance of the wood be kept as it is currently.
Solution / Strategy:	The shelters will no longer need to be moved in order to install new foundations. In addition, the existing shelters will be painted. This eliminates any concerns with keeping the original appearance of the T&G.

Identified Risk 6:	Products used may have extended lead times which can extend project schedules and budgets. For example, hockey boards have an 8-16 week lead time. If the submittal process is delayed, it may mean the rinks will not be done until October.
Solution / Strategy:	The hockey rinks have been eliminated from the project scope. The other long lead item, glulam members, has also been eliminated from the project scope. Other potential long lead items such as rebar and trusses, we have already released for shop drawings to expedite the approval processes and start fabrication lead times as soon as possible.

Identified Risk 7:	Road restrictions may impact scheduled activities.
Solution / Strategy:	With a projected May 5, 2014 start we do not anticipate road restrictions interfering with construction activities.

Identified Risk 8:	Adequate staging areas can help job progression to ensure products are on site when needed.
Solution / Strategy:	We have already laid out our site fencing locations that establish adequate staging areas for the work.

Identified Risk 9:	Subcontractors would not be able to maintain schedules on various buildings.
Solution / Strategy:	We have pre-selected subcontractors that have the man-power and capabilities to maintain the project schedule at various buildings.

Identified Risk 10:	The existing wood does not have adequate strength for the connections where we are raising the roof.
Solution / Strategy:	This work at the shelters is no longer part of the overall scope of work of the project.

Identified Risk 11:	The budget outlined in the document will not be adequate.
Solution / Strategy:	See Knutson Identified Risk #3 for our VE process.

Identified Risk 12:	Weather delays
Solution / Strategy:	Our schedule accounts for the average expected amount of weather related delays for this part of the country. If we experience an above average amount of weather related delays during construction, this will be added to the weekly risk report and tracked for schedule and cost deviation.

Identified Risk 13:	Coordination with Parks and Recreation program activities to maintain schedule.
Solution / Strategy:	See Owner Identified Risk #4: During the clarification phase we will work with the City to establish acceptable construction timeframes in which each project site can be under construction. It will be critical that the start and finish dates established for each site are adhered to by all parties involved. If established dates change during construction this deviation will be added to the weekly risk report.

Identified Risk 14:	Theft and/or vandalism.
Solution / Strategy:	See Owner Identified Risk #3: We conduct pre-construction meetings with our subs and vendors in which we discuss safety with regards to the job site and public safety. We have a site specific safety plan that will be distributed to all our subs and vendors. Jobsite perimeters will be clearly defined/separated from the public. Tools and materials will be secured or removed from every site on a daily basis.

Identified Risk 15:	Potential loss of trees in park due to construction damage.
Solution / Strategy:	Add specified tree protection will be provided and installed. Once on site, if we feel there may need to be additional tree protection added we will notify the project team immediately with any associated costs.

Identified Risk 16:	Excavation and site work.
Solution / Strategy:	We have coordinated the revised schedule with the City due to various scope changes. We are confident that we can complete the work as currently scheduled.

Identified Risk 17:	Keep projects at or below budget.
Solution / Strategy:	See Knutson Identified Risk #3

Risks 18 – 25 from the PBSRG list were generated by Knutson Construction

Identified Risk 26:	The schedule for each park that is listed in the specification is dependent on the owner's allowance of scheduled public usage of each individual park. Based on many of the parks not being able to be shut down during the summer months, a lot of work has to be completed in multiple locations
---------------------	---

	before winter shuts down site construction.
Solution / Strategy:	See Owner Identified Risk #4: During the clarification phase we will work with the City to establish acceptable construction timeframes in which each project site can be under construction. It will be critical that the start and finish dates established for each site are adhered to by all parties involved. If established dates change during construction this deviation will be added to the weekly risk report.

Identified Risk 27:	The three foundation buildings that are throughout central park require salvaging, removing, and then reinstalling the canopy structures on new foundations. The risk is that new foundations will no match the existing canopy bolt settings and the canopy structure will not fit on the new foundations.
Solution / Strategy:	This work is no longer part of the project scope.

Identified Risk 28:	The scope of the work for the installation of the splash pad equipment and concrete pad is not clearly addressed in the addendum. The intent is clear that the owner is supplying the equipment, but it is not clear as to who is responsible for the installation of the splash pad equipment, piping, and concrete portion of the work.
Solution / Strategy:	See Project Assumptions.

Identified Risk 29:	Each construction site is located in a public area that will have minimal lighting during construction until new utilities are installed and functional. This is a security risk as sites such as this are easy targets for vandalism.
Solution / Strategy:	See Owner Identified Risk #3: We conduct pre-construction meetings with our subs and vendors in which we discuss safety with regards to the job site and public safety. We have a site specific safety plan that will be distributed to all our subs and vendors. Jobsite perimeters will be clearly defined/separated from the public. Tools and materials will be secured or removed from every site on a daily basis.

SECTION 5 – SCOPE OVERVIEW

A clear description of “what’s in” and “what’s out” of the scope.

Scope of Work

INCLUSIONS:

This agreement is based upon and includes the following documents:

1. Project Manual prepared by LHB, Inc. dated January 21, 2014 Volume I
2. Project Manual prepared by LHB, Inc. dated January 21, 2014 Volume II
3. The following drawings prepared by LHB, Inc. dated January 21, 2014
4. Note: struck out drawings represent sites that have been eliminated by Client Requested Scope Changes

<u>Sheet</u>	<u>Description</u>	<u>Location</u>
AC10.1	CoverSheetDrawingIndex	AcornPark

ACI1.1	Removals/ExistingConditionsPlan	AcornPark
ACI2.1	OverallLayoutPlan	AcornPark
ACI2.2	PlayAreaEnlargementPlan	AcornPark
ACI2.3	HockeyRinkEnlargementPlan	AcornPark
ACI3.1	Grading/UtilitiesPlan	AcornPark
ACI3.2	PlayAreaGradingEnlargementPlan	AcornPark
ACI4.1	LandscapePlan	AcornPark
AG-a1.1	Title Sheet and Drawing Index	Autumn Grove Park
AG-a2.1	Floor Plan	Autumn Grove Park
AG-a2.11	Finishes Floor Plan	Autumn Grove Park
AG-a2.1fe	Furniture and Equipment Floor Plan	Autumn Grove Park
AG-a2.2	Roof Plan	Autumn Grove Park
AG-a3.1	Exterior Elevations	Autumn Grove Park
AG-a3.2	Exterior Elevations	Autumn Grove Park
AG-a4.1	Building Sections	Autumn Grove Park
AG-a4.2	Building Sections	Autumn Grove Park
AG-a4.3	Wall Sections	Autumn Grove Park
AG-a7.1	Interior Elevations	Autumn Grove Park
AG-a7.2	Interior Elevations	Autumn Grove Park
AG-a9.1	Reflected Ceiling Plan	Autumn Grove Park
AG-e0.1	Electrical Legend and General Notes	Autumn Grove Park
AG-e1.0	Electrical Site Plan and Details	Autumn Grove Park
AG-e2.0	Lighting Plan	Autumn Grove Park
AG-e2.1	Power and Auxiliary Plan	Autumn Grove Park
AG-e3.0	Electrical Single Line Diagram and Schedules	Autumn Grove Park
AGI1.0	Site Demolition Plan	Autumn Grove Park
AGI2.0	Site Plan	Autumn Grove Park
AGI2.1	Site Plan	Autumn Grove Park
AGI3.0	Site Grading Plan	Autumn Grove Park
AGI4.0	Planting Plan	Autumn Grove Park
AGI5.0	Utility Plan	Autumn Grove Park
AG-m0.1	Mechanical Notes	Autumn Grove Park
AG-m1.1	HVAC Plan	Autumn Grove Park
AG-m2.1	Plumbing Plan	Autumn Grove Park
AG-m3.1	Mechanical Details, Schedules, and Risers	Autumn Grove Park
AG-S1.1	Footing & Foundation Plan	Autumn Grove Park
AG-S1.2	Roof Framing Plan	Autumn Grove Park
AG-S2.1	Wall Framing Elevations	Autumn Grove Park
AG-S3.1	Sections	Autumn Grove Park
CPLa2.1	FloorPlan&InteriorElevations	CentralPark-Lexington
CPLa2.2	ReflectedCeiling&RoofPlans	CentralPark-Lexington
CPLa3.1	ExteriorElevations&BuildingSections	CentralPark-Lexington
CPLa5.1	WallSections	CentralPark-Lexington

CPL_a0.0	CoverSheet&DrawingIndex	CentralPark-Lexington
CPL_i1.0	DemolitionPlan	CentralPark-Lexington
CPL_i2.0	SitePlan	CentralPark-Lexington
CPL_i2.1	SitePlan	CentralPark-Lexington
CPL_i3.0	GradingPlan	CentralPark-Lexington
CPL_i4.0	PlantingPlan	CentralPark-Lexington
CPL_i5.0	UtilityPlan	CentralPark-Lexington
CPL-e0.1	ElectricalLegendandGeneralNotes	CentralPark-Lexington
CPL-e1.0	ElectricalSitePlanandDetails	CentralPark-Lexington
CPL-e2.0	Lighting&PowerPlans	CentralPark-Lexington
CPL-e3.0	ElectricalSingleLineDiagramandSchedules	CentralPark-Lexington
CPL-m0.1	MechanicalNotes	CentralPark-Lexington
CPL-m1.1	FloorPlan-HVAC&Plumbing	CentralPark-Lexington
CPL-m2.1	MechanicalDetails&Schedules	CentralPark-Lexington
CPL-S1.1	FootingandFoundationPlan&RoofFramingPlan	CentralPark-Lexington
CPN a0.0	Cover Sheet & Drawing Index	Central Park - Victoria West
CPN a2.1	Demo & Floor Plans	Central Park - Victoria West
CPN a2.1i	Floor Plan Detail & Interior Elevations	Central Park - Victoria West
CPN a2.2	Reflected Ceiling Plan & Roof Plan	Central Park - Victoria West
CPN a3.1	Exterior Elevations	Central Park - Victoria West
CPN a4.1	Building Sections	Central Park - Victoria West
CPN a4.2	Building Sections	Central Park - Victoria West
CPN a5.1	Wall Sections	Central Park - Victoria West
CPN a5.2	Wall Sections	Central Park - Victoria West
CPN I1.0	Demolition Plan	Central Park - Victoria West
CPN I2.0	Site Plan	Central Park - Victoria West
CPN I3.0	Grading Plan	Central Park - Victoria West
CPN I5.0	Utility Plan	Central Park - Victoria West
CPN-e0.1	Electrical Legend & General Notes	Central Park - Victoria West
CPN-e1.0	Electrical Site Plan & Details	Central Park - Victoria West
CPN-e2.0	Lighting & Power Plans	Central Park - Victoria West
CPN-e3.0	Electrical Single Line Diagram and Schedules	Central Park - Victoria West
CPN-m0.1	Mechanical Notes	Central Park - Victoria West
CPN-m1.1	Floor Plan - HVAC & Plumbing	Central Park - Victoria West
CPN-m2.1	Mechanical Details & Schedules	Central Park - Victoria West
CPN-S1.1	Footing and Foundation Plan & Roof Framing Plan	Central Park - Victoria West
CPV a0.0	Cover Sheet & Drawing Index	Central Park - Victoria East
CPV a2.1	Demo & Floor Plans	Central Park - Victoria East
CPV a2.1i	Plan Detail & Interior Elevations	Central Park - Victoria East
CPV a2.2	Reflected Ceiling & Roof Plans	Central Park - Victoria East
CPV a3.1	Exterior Elevations	Central Park - Victoria East
CPV a4.1	Building Sections	Central Park - Victoria East
CPV a4.2	Building Sections	Central Park - Victoria East

CPV a5.1	Wall Sections	Central Park - Victoria East
CPV a5.2	Wall Sections	Central Park - Victoria East
CPV_I1.0	Demolition Plan	Central Park - Victoria East
CPV_I2.0	Site Plan	Central Park - Victoria East
CPV_I3.0	Grading Plan	Central Park - Victoria East
CPV_I4.0	Planting Plan	Central Park - Victoria East
CPV_I5.0	Utility Plan	Central Park - Victoria East
CPV-e0.1	Electrical Legend and General Notes	Central Park - Victoria East
CPV-e1.0	Electrical Site Plan and Details	Central Park - Victoria East
CPV-e2.0	Lighting & Power Plans	Central Park - Victoria East
CPV-e3.0	Electrical Single Line Diagram and Schedules	Central Park - Victoria East
CPV-m0.1	Mechanical Notes	Central Park - Victoria East
CPV-m1.1	Floor Plan - HVAC & Plumbing	Central Park - Victoria East
CPV-m2.1	Mechanical Details & Schedules	Central Park - Victoria East
CPV-S1.1	Footing and Foundation Plan & Roof Framing Plan	Central Park - Victoria East
CPW a0.0	Cover Sheet Drawing Index	Central Park - Dale West
CPW a2.1	Demo & Floor Plans	Central Park - Dale West
CPW a2.1i	Floor Plan Detail & Interior Elevations	Central Park - Dale West
CPW a2.2	Reflected Ceiling & Roof Plans	Central Park - Dale West
CPW a3.1	Exterior Elevations	Central Park - Dale West
CPW a4.1	Building Sections	Central Park - Dale West
CPW a4.2	Building Sections	Central Park - Dale West
CPW a5.1	Wall Sections	Central Park - Dale West
CPW a5.2	Wall Sections	Central Park - Dale West
CPW_I1.0	Site Demolition Plan	Central Park - Dale West
CPW_I2.0	Site Plan	Central Park - Dale West
CPW_I3.0	Site Grading Plan	Central Park - Dale West
CPW_I5.0	Utility Plan	Central Park - Dale West
CPW-e0.1	Electrical Legend and General Notes	Central Park - Dale West
CPW-e1.0	Electrical Site Plan	Central Park - Dale West
CPW-e2.0	Lighting & Power Plans	Central Park - Dale West
CPW-e3.0	Electrical Single Line Diagram and Schedules	Central Park - Dale West
CPW-m0.1	Mechanical Notes	Central Park - Dale West
CPW-m1.1	Floor Plan - HVAC & Plumbing	Central Park - Dale West
CPW-m2.1	Mechanical Details and Schedules	Central Park - Dale West
CPW-S1.1	Footing and Foundation Plan & Roof Framing Plan	Central Park - Dale West
GN I10.1	General - Demo & Erosion Control Details	General - All
GN I10.2	General - Paving Details	General - All
GN I10.3	General - Pedestrian Ramps	General - All
GN I10.4	Generals - Walls & Fire Pit	General - All
GN I10.5	General - Recreation Details	General - All
GN I10.6	General - Recreation Details	General - All
GN I10.7	General - Utility Details	General - All

GN I10.8	General - Utility Details	General - All
GN0.1	Cover Sheet Drawings Index	General - All
GN-a1.1	General - Title Sheet & Drawing Index	General - All
GN-a10.1	General - Details	General - All
GN-a10.2	General - Details	General - All
GN-a10.3	General - Details	General - All
GN-a10.4	General - Millwork Details	General - All
GN-a10.5	General - Interior Details	General - All
GN-a10.6	General - Window & Door Details	General - All
GN-a20.1	General - Wall Types	General - All
GN-a20.2	General - Exterior Details	General - All
GN-a20.3	General - Exterior Details CP Victoria	General - All
GN-a20.4	General - Window Types & Details	General - All
GN-a20.5	General - Window, Door, & Exterior Trim Details	General - All
GN-a20.6	General - Roof Details	General - All
GN-S0.1	General - Structural Notes & Special Inspections	General - All
GN-S1.1	General - Ftg & Fdn Sections - Park Buildings	General - All
GN-S2.1	General - Typical Roof Framing Sections - Park Buildings	General - All
GN-S2.2	General - Typical Roof Framing Sections - Park Buildings	General - All
GN-S3.1	General - Typical Ftg & Fdn Sections - Shelters	General - All
GN-S4.1	General - Typical Roof Framing Sections - Park Shelters	General - All
LE-a1.1	Title Sheet & Drawing Index	Lexington Park
LE-a2.1	Floor Plan	Lexington Park
LE-a2.1fe	Furniture & Equipment Floor Plan	Lexington Park
LE-a2.1i	Finishes Floor Plan	Lexington Park
LE-a2.2	Roof Plan	Lexington Park
LE-a3.1	Exterior Elevations	Lexington Park
LE-a3.2	Exterior Elevations	Lexington Park
LE-a4.1	Building Sections	Lexington Park
LE-a4.2	Building Sections	Lexington Park
LE-a4.3	Building Sections	Lexington Park
LE-a4.4	Building Sections	Lexington Park
LE-a7.1	Interior Elevations	Lexington Park
LE-a7.2	Toilet Room Elevations & Millwork Details	Lexington Park
LE-a9.1	Reflected Ceiling Plan	Lexington Park
LE-e0.1	Electrical Legend & General Notes	Lexington Park
LE-e1.0	Electrical Site Plan & Details	Lexington Park
LE-e2.0	Lighting Plan	Lexington Park
LE-e2.1	Power & Auxiliary Plan	Lexington Park
LE-e3.0	Electrical Single Line Diagram & Schedules	Lexington Park
LE-I0.1	Cover Sheet Drawing Index	Lexington Park
LE-I1.1	Removals / Existing Conditions Plan	Lexington Park
LE-I2.1	Overall Layout Plan	Lexington Park

LE-I2.2	Layout Enlargement Plan	Lexington Park
LE-I2.3	Hockey Rink Enlargement Plan	Lexington Park
LE-I3.1	Overall Grading/Utilities Plan	Lexington Park
LE-I3.2	Grading Enlargement Plan	Lexington Park
LE-I4.1	Landscape Plan	Lexington Park
LE-m0.1	Mechanical Notes	Lexington Park
LE-m1.1	HVAC Plan	Lexington Park
LE-m2.1	Plumbing Plan	Lexington Park
LE-m3.1	Mechanical Details, Schedules, and Risers	Lexington Park
LE-S1.1	Footing & Foundation Plan	Lexington Park
LE-S1.2	Roof Framing Plan	Lexington Park
LE-S2.1	Wall Framing Elevations	Lexington Park
LE-S3.1	Sections	Lexington Park
OA I1.0	Demolition Plan	Oasis Park
OA I2.0	Site Plan	Oasis Park
OA I3.0	Grading Plan	Oasis Park
OA I4.0	Planting Plan	Oasis Park
OA I5.0	Utility Plan	Oasis Park
OA-a1.1	Title Sheet & Drawing Index	Oasis Park
OA-a2.1	Floor Plan	Oasis Park
OA-a2.1fe	Furniture & Equipment Floor Plan	Oasis Park
OA-a2.1i	Finishes Floor Plan	Oasis Park
OA-a2.2	Roof Plan	Oasis Park
OA-a3.1	Exterior Elevations	Oasis Park
OA-a3.2	Exterior Elevations	Oasis Park
OA-a4.1	Building Sections	Oasis Park
OA-a4.2	Wall Sections	Oasis Park
OA-a7.1	Interior Elevations	Oasis Park
OA-a7.2	Interior Elevations	Oasis Park
OA-a9.1	Reflected Ceiling Plan	Oasis Park
OA-e0.1	Electrical Legend and General Notes	Oasis Park
OA-e1.0	Electrical Site Plan & Details	Oasis Park
OA-e2.0	Lighting Plan	Oasis Park
OA-e2.1	Power & Auxiliary Plan	Oasis Park
OA-e3.0	Electrical Single Line Diagram & Schedules	Oasis Park
OA-m0.1	Mechanical Notes	Oasis Park
OA-m1.1	HVAC Plan	Oasis Park
OA-m2.1	Plumbing Plan	Oasis Park
OA-m3.1	Mechanical Details, Schedules, & Risers	Oasis Park
OA-S1.1	Footing & Foundation Plan	Oasis Park
OA-S1.2	Roof Framing Plan	Oasis Park
OA-S2.1	Wall Framing Elevations	Oasis Park
P0 I0.1	Cover Sheet Drawing Index	Pocahontas Park

P0 I1.1	Removals / Existing Conditions Plan	Pocahontas Park
P0 I2.1	Overall Layout Plan	Pocahontas Park
P0 I2.2	Tennis Court Enlargement Plan	Pocahontas Park
P0 I2.3	Play Area Enlargement Plan	Pocahontas Park
P0 I3.1	Tennis Court Grading Enlargement	Pocahontas Park
P0 I3.2	Play Area Grading Enlargement	Pocahontas Park
P0 I4.1	Landscape Plan	Pocahontas Park
R0 I1.0	Demolition Plan	Rosebrook Park
R0 I2.0	Site Plan	Rosebrook Park
R0 I3.0	Grading Plan	Rosebrook Park
R0 I4.0	Planting Plan	Rosebrook Park
R0 I5.0	Utility Plan	Rosebrook Park
R0-a1.1	Title Sheet & Drawing Index	Rosebrook Park
R0-a2.1	Floor Plan	Rosebrook Park
R0-a2.1fe	Furniture & Equipment Plan	Rosebrook Park
R0-a2.1i	Furniture & Equipment Plan	Rosebrook Park
R0-a2.2	Roof Plan	Rosebrook Park
R0-a3.1	Exterior Elevations	Rosebrook Park
R0-a3.2	Exterior Elevations	Rosebrook Park
R0-a4.1	Exterior Elevations	Rosebrook Park
R0-a4.2	Exterior Elevations	Rosebrook Park
R0-a4.3	Exterior Elevations	Rosebrook Park
R0-a7.1	Interior Elevations	Rosebrook Park
R0-a7.2	Interior Elevations	Rosebrook Park
R0-a9.1	Reflected Ceiling Plan	Rosebrook Park
R0-e0.1	Electrical Legend & General Notes	Rosebrook Park
R0-e1.0	Electrical Site Plan & Details	Rosebrook Park
R0-e2.0	Lighting Plan	Rosebrook Park
R0-e2.1	Power & Auxiliary Plan	Rosebrook Park
R0-e3.0	Electrical Single Line Diagram & Schedules	Rosebrook Park
R0-m0.1	Mechanical Notes	Rosebrook Park
R0-m1.1	HVAC Plan	Rosebrook Park
R0-m2.1	Plumbing Plan	Rosebrook Park
R0-m3.1	Mechanical Details, Schedules, and Risers	Rosebrook Park
R0-S1.1	Footing & Foundation Plan	Rosebrook Park
R0-S1.2	Roof Framing Plan	Rosebrook Park
R0-S2.1	Wall Framing Elevations	Rosebrook Park
R0-S3.1	Sections	Rosebrook Park
SA I1.0	Demolition Plan	Sandcastle Park
SA I2.0	Site Plan	Sandcastle Park
SA I3.0	Grading Plan	Sandcastle Park
SA I4.0	Planting Plan	Sandcastle Park
SA I5.0	Utility Plan	Sandcastle Park

SA-a1.1	Title Sheet & Drawing Index	Sandcastle Park
SA-a2.1	Floor Plan	Sandcastle Park
SA-a2.1fe	Furniture & Equipment Floor Plan	Sandcastle Park
SA-a2.1i	Finishes Floor Plan	Sandcastle Park
SA-a2.2	Roof Plan	Sandcastle Park
SA-a3.1	Exterior Elevations	Sandcastle Park
SA-a3.2	Exterior Elevations	Sandcastle Park
SA-a4.1	Building Sections	Sandcastle Park
SA-a4.2	Wall Sections	Sandcastle Park
SA-a7.1	Interior Elevations	Sandcastle Park
SA-a7.2	Interior Elevations	Sandcastle Park
SA-a9.1	Reflected Ceiling Plan	Sandcastle Park
SA-e0.1	Electrical Legend & General Notes	Sandcastle Park
SA-e1.0	Electrical Site Plan & Details	Sandcastle Park
SA-e2.0	Lighting Plan	Sandcastle Park
SA-e2.1	Power & Auxiliary Plan	Sandcastle Park
SA-e3.0	Electrical Single Line Diagram & Schedules	Sandcastle Park
SA-m0.1	Mechanical Notes	Sandcastle Park
SA-m1.1	HVAC Plan	Sandcastle Park
SA-m2.1	Plumbing Plan	Sandcastle Park
SA-m3.1	Mechanical Details, Schedules, & Risers	Sandcastle Park
SA-S1.1	Footing & Foundation Plan	Sandcastle Park
SA-S1.2	Roof Framing Plan	Sandcastle Park
SA-S2.1	Wall Framing Elevations	Sandcastle Park
VI I0.1	Cover Sheet & Drawing Index	Villa Park
VI I1.1	Removals / Existing Conditions Plan	Villa Park
VI I2.1	Overall Layout Plan	Villa Park
VI I2.2	Building Area Enlargement Plan	Villa Park
VI I2.3	Hockey Rink Enlargement Plan	Villa Park
VI I3.1	Overall Grading/Utilities Plan	Villa Park
VI I3.2	Grading Enlargement Plan	Villa Park
VI I4.1	Landscape Plan	Villa Park
VI I5.1	Wood Dasher Board Details	Villa Park
VI-a1.1	Title Sheet & Drawing Index	Villa Park
VI-a2.1	Floor Plan	Villa Park
VI-a2.1fe	Furniture & Equipment Floor Plan	Villa Park
VI-a2.1i	Finishes Floor Plan	Villa Park
VI-a2.2	Roof Plan	Villa Park
VI-a3.1	Exterior Elevations	Villa Park
VI-a3.2	Exterior Elevations	Villa Park
VI-a4.1	Building Sections	Villa Park
VI-a4.2	Wall Sections	Villa Park
VI-a7.1	Interior Elevations	Villa Park

VI-a7.2	Interior Elevations	Villa Park
VI-a9.1	Reflected Ceiling Plan	Villa Park
VI-e0.1	Electrical Legend & General Notes	Villa Park
VI-e1.0	Electrical Site Plan & Details	Villa Park
VI-e2.0	Lighting Plan	Villa Park
VI-e2.1	Power & Auxiliary Plan	Villa Park
VI-e3.0	Electrical Single Line Diagram & Schedules	Villa Park
VI-m0.1	Mechanical Notes	Villa Park
VI-m1.1	HVAC Plan	Villa Park
VI-m2.1	Plumbing Plan	Villa Park
VI-m3.1	Mechanical Details, Schedules, & Risers	Villa Park
VI-S1.1	Footing & Foundation Plan	Villa Park
VI-S1.2	Roof Framing Plan	Villa Park
VI-S2.1	Wall Framing Elevations	Villa Park

5. Addendum 1 prepared by LHB, Inc. dated February 11, 2014
6. Addendum 2 prepared by LHB, Inc. dated February 25, 2014
7. Addendum 3 prepared by LHB, Inc. dated February 28, 2014

EXCLUSIONS:

Based on the updated Best Value PIPS bid philosophy, our proposal included only what the drawings and specifications show (as noted above) which may not be what the owner needs or intends. Currently the items listed below are excluded from our proposal.

1. Splash Pad foundations, underground plumbing, equipment and concrete slab to be by Owner direct with splash pad vendor.
2. Per our deduct pricing listed in the "Financial Summary" we have excluded work at Acorn Park, Central Park Lexington, all rinks except Lexington Park, and all other deduct pricing items listed in "Financial Summary".

SECTION 6 – PROJECT ASSUMPTIONS

A detailed list of all proposal assumptions that may impact cost, schedule, or satisfaction.

Assumption 1:	We have assumed that the splash pad foundations, equipment and concrete slab is to be provided by the Owner. Thus, this scope of work is not included in our bid.
Solution / Strategy:	If our assumption was incorrect, we will solicit pricing from the vendor and present this to the Owner for approval and inclusion in a change order.

Assumption 2:	We are assuming that the Conformed Documents which will be issued by LHB, Inc. will be in line with the deduct pricing we have already completed during the Clarification Phase.
Solution / Strategy:	If our assumption was incorrect, we will submit pricing to the Owner for any additional or eliminated work shown on the Conformed Documents that was not included in the pricing completed during the Clarification Phase.

SECTION 7 – PROJECT ACTION ITEM CHECKLIST

A separate checklist should be created for the Client Representatives and the Vendor that includes the major activities, tasks, or decisions that will need to be made.

Vendor Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Schedule of values	5/16/14		Knutson

Client Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Issue Notice to Proceed	5/12/14	1 day/day	Owner
2	Issue Conformed Document Set	5/13/14	1 day/day	Architect

SECTION 8 – CONTACT LIST

Provide a list of critical individuals on this project (Client Representatives, Contractor, Subcontractors, Suppliers, etc)

No	Name	Company/Position	Phone	Email
1	Mark Custer	Knutson Construction/Project Manager	763.525.3007	mcuster@knutsonconstruction.com
2	Micah Vainikka	Knutson Construction/ Project Engineer	763.525.3082	mvainikka@knutsonconstruction.com
3	Joe Toronto	Knutson Construction / Superintendent	612.919.4808	jtonto@knutsonconstruction.com
4	Lonnie Brokke	Roseville Parks & Recreation / Director of Parks and Rec	651.792.7101	Lonnie.brokke@ci.roseville.mn.us
5	Jeff Evenson	City of Roseville / Parks Superintendent	651.792.7107	Jeff.evenson@ci.roseville.mn.us
6	Rick Shultz	Roseville Parks & Rec	651.792.7104	rick.schultz@ci.roseville.mn.us
7	Lauren Deal	Roseville Parks & Rec		
8	Sean McDonagh	Roseville Parks & Rec	651.792.7156	sean.mcdonagh@ci.roseville.mn.us
9	Brad Tullberg	Roseville Parks & Rec	651.792.7121	brad.tullber@ci.roseville.mn.us
10	Michael Schroeder	LHB, Inc.	612.868.2704	michael.schroeder@LHBcorp.com
11	Jake Smithwick	Arizona State University	480.965.4570	Jake.Smithwick@asu.edu
12	Ben Trousdale	LHB, Inc. / Shelter Architect	612.752.6939	ben.trousdale@lhbcorp.com
13	Jill Anfang	City of Roseville		jill.anfang@ci.roseville.mn.us

				n.us
14	Dan Lawrence	HCM Architects / Building Architect	612.904.1332	lawrence@hcmarchitects.com
15	Mike Manor	Mattson Macdonald Young / Structural Engineer	612.827.7825	mikem@mattsonmacdonald.com
16	Scott VanderHeiden	Emanuelson-Podas / Mechanical Engineer		svanderheiden@epinc.net
17	Cory Meier	Emanuelson-Podas / Electrical Engineer	952.540.4038	cmeier@epinc.net
18	Bill McKoskey	Horwitz / Mechanical contractor	763.235.9825	bmckoskey@horwitz-nsi.com
19	Mark Hawkins	Premier Electrical Corp / electrical contractor	763.424.6551	mhawkins@premiercorp.net
20	John Caroon	Carl Bolander & Sons / earthwork contractor	651.251.6133	johnc@bolander.com
21	Mark Laberee	Lan-De-Con / Landscape contractor	952.474.2260	mark.laberee@lan-de-con.com

EXHIBIT 1

[illegible]

[illegible]

City of Roseville
Construction – Proposal Package A (Shelters)
Best Value Selection Summary

Section 1: Summary of Scores

Raw Data							Points			
No	Criteria	Possible Points	A-1	A-2	A-3	A-4	A-1	A-2	A-3	A-4
1	Cost Proposal – Total Base	250	\$10,451,808	\$9,409,000	\$9,306,039	\$10,022,900	222.6	247.3	250.0	232.1
2	Interview Rating	350	8.1	5.8	5.6	5.8	350.0	253.4	241.4	253.4
3	Risk Plan Rating	150	9.2	5.0	5.0	5.0	150.0	81.8	81.8	81.8
4	Project Capability Plan Rating	100	10.0	9.2	5.0	7.5	100.0	91.7	50.0	75.0
5	Value Added Plan Rating	100	7.5	5.8	5.8	5.0	100.0	77.8	77.8	66.7
6	PPI	50	9.9	10.0	9.9	9.8	49.5	50.0	49.5	49.0
Total Available Points							972	802	750	758

Section 2: Ranking

Proposer	Total Score	Difference
A-1	972	--
A-2	802	170
A-4	758	44
A-3	750	8

Section 3: Committee Ratings

Risk Plan Ratings					Capability Plan Ratings					Value-Added Proposal Ratings				
Evaluator	A-1	A-2	A-3	A-4	Evaluator	A-1	A-2	A-3	A-4	Evaluator	A-1	A-2	A-3	A-4
Evaluator 1	10	5	5	5	Evaluator 1	10	10	5	5	Evaluator 1	5	5	5	5
Evaluator 2	10	5	5	5	Evaluator 2	10	10	5	5	Evaluator 2	10	5	5	5
Evaluator 3	10	5	5	5	Evaluator 3	10	5	5	5	Evaluator 3	5	5	5	5
Evaluator 4	5	5	5	5	Evaluator 4	10	10	5	10	Evaluator 4	5	5	5	5
Evaluator 5	10	5	5	5	Evaluator 5	10	10	5	10	Evaluator 5	10	5	5	5
Evaluator 6	10	5	5	5	Evaluator 6	10	10	5	10	Evaluator 6	10	10	10	5
Average	9.2	5.0	5.0	5.0	Average	10.0	9.2	5.0	7.5	Average	7.5	5.8	5.8	5.0

Project Manager Interview Ratings					Site Superintendent Interview Ratings					Cost Estimator				
Evaluator	A-1	A-2	A-3	A-4	Evaluator	A-1	A-2	A-3	A-4	Evaluator	A-1	A-2	A-3	A-4
Evaluator 1	10	5	5	5	Evaluator 1	5	5	5	5	Evaluator 1	5	5	5	5
Evaluator 2	10	5	5	5	Evaluator 2	10	5	5	5	Evaluator 2	10	5	5	5
Evaluator 3	10	5	5	5	Evaluator 3	5	5	5	5	Evaluator 3	5	5	5	5
Evaluator 4	10	5	5	5	Evaluator 4	10	5	5	5	Evaluator 4	5	5	5	5
Evaluator 5	10	5	5	5	Evaluator 5	5	5	5	5	Evaluator 5	5	5	5	5
Evaluator 6	10	10	10	10	Evaluator 6	10	10	5	10	Evaluator 6	10	10	10	10

Package C Documents

Harriet Alexander Nature Center Improvements

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made as of the ____ day of May, 2014, by and between the City of Roseville (hereinafter called the OWNER) and Black and Dew (hereinafter called the CONTRACTOR). This AGREEMENT WITNESSETH, that the OWNER and the CONTRACTOR, for the consideration hereinafter stated, agree as follows:

ARTICLE 1. WORK

The CONTRACTOR hereby covenants and agrees to perform and execute all work generally described here and in accordance with the provisions of the plans and specifications as prepared by the City of Roseville, and referenced in Article 5, as approved by OWNER.

**City of Roseville Parks and Recreation Renewal Program
Proposal Package C Harriet Alexander Nature Center
Roseville Project Number: 010-2014**

and to do everything required by this Agreement and the Contract Documents.

ARTICLE 2. CONTRACT TIME

- 2.1 Completion – The CONTRACTOR agrees that the work contemplated by this contract shall be fully and satisfactorily completed as stated in the Special Conditions and titled “Execution of the Work and Completion Dates”.
- 2.2 Liquidated damages – OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each day that expired after the time specified in Paragraph 2.1 for Substantial Completion until the work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each calendar day that expires after the time specified in Paragraph 2.1 for completion and readiness for final payment.

ARTICLE 3. CONTRACT PRICE

The OWNER agrees to pay and the CONTRACTOR agrees to receive and accept payment in accordance with the prices bid for the unit, or lump sum items as set forth in the Conformed Copy of Proposal, form hereto attached which prices shall conform to those in the accepted CONTRACTOR’S Proposal on file in the office of the City Manager of the City of Roseville, Minnesota, the aggregate of prices based on the Pre-Award Document, is \$254,600.00. Final payment shall be made in accordance with the CONTRACTOR’S Proposal Form in accordance with the General Conditions and Pre-Award Document.

ARTICLE 4. PAYMENT PROCEDURES

The OWNER will make progress payments on account of the Contract Price as provided in the GENERAL CONDITIONS, under Section 230, and as follows:

- 4.1 Progress and final payments will be on the basis of the CONTRACTOR'S Application for Payment as approved by the Parks and Recreation Director.
- 4.2 The OWNER shall retain 5% of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. However, when the work is substantially complete, the retained amount may be reduced by the owner at its sole discretion below 5% to only that amount necessary to assure completion.
- 4.3 With the written approval of Bonding Company, a sum sufficient to increase the total payments of the CONTRACTOR to 98% of the Contract Price less retainage as the CITY OF ROSEVILLE shall determine for all uncompleted work and unsettled claims.
- 4.4 Upon final completion of the work and settlement of all claims and receipt of Minnesota State Withholding Certificate the remainder of the Contract Price will be remitted in accordance with the Contract Documents.

ARTICLE 5. CONTRACT DOCUMENTS

- 5.1 The Proposal Form.
- 5.2 Special Conditions of the Specifications for Public Improvements.
- 5.3 Special Conditions.
- 5.4 General Conditions.
- 5.5 Specifications.
- 5.6 Plans and drawings, which are attached to Specifications are identified as:
 - Proposal Package C Plans
 - Proposal Package C Pre-Award Document
 - Final Construction Plan Set
- 5.7 Addenda 1, 2 and 3.
- 5.8 Contract Bonds.
- 5.9 Certificate of Acknowledgment.
- 5.10 Form of Agreement.
- 5.11 Notice of Award.

This Agreement, together with the documents hereinbefore mentioned, for the Contract, and all documents are as fully a part of the Contract as if attached hereto or herein repeated.

ARTICLE 6. MISCELLANEOUS

- 6.1 Terms used in this Agreement which are defined in section 201 of the General Conditions shall have the meanings indicated in the General Conditions.
- 6.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part their respective interest under any of the Contract Documents and, specifically, the CONTRACTOR shall not assign any monies, due or to become due without the prior written consent of the OWNER.
- 6.3 The OWNER and the CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect of all covenants and obligations contained in the Contract Documents.
- 6.4 This Agreement and Contract Documents constitute the entire agreement and, understanding, promises and obligations between the OWNER and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.
- 6.5 If any provision or portion of this Agreement and the Contract Documents is found to be unenforceable by a court of competent jurisdiction in the course of a legal action brought by one of the parties relative to this Project, all other provisions and portions of this Agreement and the Contract Documents shall survive and remain in full force and effect.
- 6.6 Any dispute or claim arising out of this Project, Agreement, and the Contract Documents shall be governed by the applicable law of the State of Minnesota and any legal actions brought to resolve any such disputes or claims shall be venued in the appropriate state or federal district court for Ramsey County, Minnesota.

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

THE CITY OF ROSEVILLE

CONTRACTOR:

Black and Dew
2586 7th Avenue East #301
North St. Paul MN, 55109

By: _____
Daniel J. Roe, Mayor

By: _____
Its: _____

By: _____
Patrick J. Trudgeon

By: _____
Its: _____

Attest: _____
(SEAL)

Attest: _____
(CORPORATE SEAL)

OWNER
ADDRESS FOR GIVING NOTICES:

CITY OF ROSEVILLE
2660 Civic Center Drive
Roseville, MN 55113

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR
ADDRESS FOR GIVING NOTICES:

Black and Dew
2586 7th Avenue East #301
North St. Paul MN, 55109

License No.

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

City of Roseville

Package C: Harriet Alexander Nature Center

PRE AWARD DOCUMENT

Prepared By: Black|Dew

04.29.14

SECTION 1 – FINANCIAL SUMMARY

Approved Value Added Options

NO	DESCRIPTION	COST (\$)
1	Replace Small Section Of Gutter Scheduled To Remain	\$700.00
2	Use Owner's HVAC System For Temporary Heating During Construction	<\$3,800.00>
<i>Total Approved Value Added Options:</i>		<i>\$<\$3,100.00></i>

Client Requested Scope Changes

NO	DESCRIPTION	COST (\$)
1	Provide 3'-6" Door @ B05 In Lieu Of 3'-0"	\$ No Cost
<i>Total Approved Client Scope</i>		<i>\$0</i>

Final Cost Proposal

NO	DESCRIPTION	COST (\$)
1	Original Proposal Cost	\$257,700.00
2	Total Approved Value Added Options	<\$3,100.00>
3	Total Client Requested Scope Changes	\$No Cost
Final Project Cost		\$254,600.00

SECTION 2 – PROJECT DURATION SUMMARY

Approved Value Added Options

NO	DESCRIPTION	DURATION
1	Replace Small Section Of Gutter Scheduled To Remain	No Change
2	Use Owner's HVAC System For Temporary Heating During Construction	No Change
<i>Total Approved Value Added Options:</i>		<i>No Change</i>

Client Requested Scope Changes

NO	DESCRIPTION	DURATION
1	Provide 3'-6" Door @ B05 In Lieu Of 3'-0"	No Change
<i>Total Approved Client Scope</i>		<i>No Change</i>

Final Project Duration

NO	DESCRIPTION	DURATION (Calendar Days)
1	Original Proposal Duration (Days)	231
2	Total Approved Value Added Options (Days)	0
3	Total Client Requested Scope Changes (Days)	0
Final Project Duration		231

SECTION 3 – PROJECT SCHEDULE

A complete project schedule identifying **major** activities and actions/decisions required from the client

No	Activity / Task	Duration	Start Date	End Date
1	Notice to Proceed	1	5.12.13	5.13.13
2	Procurement/Long Lead Items	75	5.14.14	8.26.14
3	Exterior Repairs & Select HVAC (May Fluctuate To Accommodate Program At Facility)	25	6.2.14	7.4.14
4	Exterior Painting (May Fluctuate To Accommodate Program At Facility)	5	6.9.14	6.13.14
5	Display Storage By Owner	14	10.28.14	11.16.14
6	Demo-Lower Level	4	11.17.14	11.20.14
7	Demo-Upper Level	4	11.19.14	11.24.14
8	Construction-Lower Level	21	11.21.14	12.19.14
9	Construction-Upper Level	21	11.25.14	12.23.14
10	Interior Finishes	14	12.19.14	1.7.15
11	Clean	2	1.8.15	1.9.15
12	Substantial Completion	1	1.9.15	1.10.15
13	Final Payment	14	1.9.15	1.23.15

Contractor tasks are in "black", Client tasks are in "blue", Risky activities are in "red"

SECTION 4 – RISK MANAGEMENT PLAN

A complete list of all pre-identified risks that the Vendor does not control.

Identified Risk 1:	Potential damage of interior owner items currently in place. This includes furniture, animal mounts, aquariums etc.
Solution / Strategy:	During our site review with staff, we identified pieces that were to be removed and also storage spaces within the facility to limit the moving, and avoid the potential for any damage. The owner will be responsible for moving all of the display items. We have budgeted 2 weeks in our schedule for this activity and show a completion date for moving of 11.16.14.
Identified Risk 2:	Potential tree and bituminous trail damage as the building is 150 feet from the nearest parking area.
Solution / Strategy:	We met on-site with the staff of the facility and discussed documenting the bituminous trail to ensure current conditions are understood. We do not believe we will damage the trail based on discussions regarding current usage, but in the event damage occurs, B D and the owner will have an accurate record of pre-existing condition. Any damage created by our construction activities will be correct at no cost to the owner.
Identified Risk 3:	Potential injury to Visitors by entering the construction area
Solution / Strategy:	We will utilize best practices and signage to clearly identify the on-going construction both during the exterior work and also the interior work.
Identified Risk 4:	Potential staging/parking issue with Boardwalk Contractor for Package D
Solution / Strategy:	We understand the schedule for the boardwalk project and do not believe this to be a risk. The Package D contractor will likely access their work area by using the gravel path and our access will be primarily at the bituminous path. In Addition, the Package D contractor anticipates starting in August and being completed by the end of September, which will not overlap with our schedule.
Identified Risk 5:	Interruption of Programming At Facility During Our Constriction Activities
Solution / Strategy:	We met with the facility staff and better understand the reoccurring activities hosted at the building that were not previously communicated. At this meeting, the staff indicated we would be issued a schedule of events from the owner. Once we receive this information, we will accommodate the reoccurring activities by focusing our efforts away from spaces where visitors may be, and in advance of visitors we will clean and make area safe. Based on the information provided by the staff, the events were small, could be rescheduled as needed, and infrequent, which leads us to believe the change in occupancy plans during construction does not pose a risk to our schedule, costs, or customer satisfaction.

SECTION 5 – SCOPE OVERVIEW

A clear description of “what’s in” and “what’s out” of the scope.

What’s In:

- All Work Identified In The Documents
- Gutter Replacement At Location Scheduled To Remain
- 3’-6” door In Lieu Of 3’-0” Door At Opening B05
- Adjusting the published Schedule As Required To Accommodate Programming

What’s Out:

- Alternate# 1- HVAC Work Elimination
- Alternate# 2- Front Entrance Work Addition

SECTION 6 – PROJECT ASSUMPTIONS

A detailed list of all proposal assumptions that may impact cost, schedule, or satisfaction.

Assumption 1:	The Work Schedule As Presented In The Documents Is Accurate.
Solution / Strategy:	We met with the facility staff and better understand the reoccurring activities hosted at the building that were not previously communicated. At this meeting, the staff indicated we would be issued a schedule of events from the owner. Once we receive this information, we will accommodate the reoccurring activities by focusing our efforts away from spaces where visitors may be, and in advance of visitors we will clean and make area safe. Based on the information provided by the staff, the events were small, could be rescheduled as needed, and infrequent, which leads us to believe the change in occupancy plans during construction does not pose a risk to our schedule, costs, or customer satisfaction.

Assumption 2:	Fragile Interior Displays Will Be Relocated As Required For Construction By Owner.
Solution / Strategy:	We have met with the owner and developed a plan to move and store the vast majority on-site. The owner will move the display pieces to the kitchen space, and potentially send the animals to the taxidermist for cleaning if space is limited in the kitchen area. Our schedule allocated a 2 week period for moving activities and considers completing moving by 11.16.14. If moving is not completed by this date, our start date could be delayed, and subsequently our completion date could be pushed out. We do not see any potential for this to impact costs to the project.

SECTION 7 – PROJECT ACTION ITEM CHECKLIST

A separate checklist should be created for the Client Representatives and the Vendor that includes the major activities, tasks, or decisions that will need to be made.

Vendor Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1				

Client Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Notice To Proceed	Approx. 5.13.14	NA	Owner
2	Display Storage By Owner	11.16.14	Unknown- Minimal	Owner

SECTION 8 – CONTACT LIST

Provide a list of critical individuals on this project (Client Representatives, Contractor, Subcontractors, Suppliers, etc)

No	Name	Company/Position	Phone	Email
1	Jeff Evenson	Roseville Parks Sup't	651.792.7107	jeff.evenson@ci.roseville.mn.us
2	Jim French/ Mark Denhartigh	Black Dew- PM/Sup't	651.236.8807/ 612.363.2935	jfrench@black-dew.com
3	Pete Tourek	Peoples Electric/PM	651.602.6822	peter.tourek@peoplesco.com
4	Clark Grotte	Sun Mechanical/PM	763.274.2866	kellygr@sunmech.net

Harriet Alexander Nature Center																	
ID		Task Name	Duration	Start	Finish	May '14	Jun '14	Jul '14	Aug '14	Sep '14	Oct '14	Nov '14	Dec '14	Jan '15	Feb '15	Mar '15	Apr '15
1		HANC Remodel	174 days	Tue 5/13/14	Fri 1/9/15												
2		Notice To Proceed	1 day	Tue 5/13/14	Tue 5/13/14												
3		Procurement	75 days	Wed 5/14/14	Tue 8/26/14												
6		Exterior Repairs & HVAC	25 days	Mon 6/2/14	Fri 7/4/14												
11		Exterior Painting	5 days	Mon 6/9/14	Fri 6/13/14												
12		Display Storage By Owner	14 days	Tue 10/28/14	Sun 11/16/14												
4		Demo-Lower Level	4 days	Mon 11/17/14	Thu 11/20/14												
5		Demo-Upper Level	4 days	Wed 11/19/14	Mon 11/24/14												
7		Construction-Lower Level	21 days	Fri 11/21/14	Fri 12/19/14												
8		Construction-Upper Level	21 days	Tue 11/25/14	Tue 12/23/14												
9		Interior Finishes	14 days	Fri 12/19/14	Wed 1/7/15												
10		Clean	2 days	Thu 1/8/15	Fri 1/9/15												

HANC

Date: Wed 4/30/14

Task

Progress

Milestone

Summary

Rolled Up Task

Rolled Up Milestone

Rolled Up Progress

Split

External Tasks

Project Summary

Group By Summary

Deadline

Page 1

City of Roseville

Construction – Proposal Package C (Harriet Alexander Nature Center)

Best Value Selection Summary

April 8, 2014

Section 1: Summary of Scores

Raw Data					Points	
No	Criteria	Possible Points	C-1	C-2	C-1	C-2
1	Cost Proposal – Total Base	250	\$276,500	\$257,700	233.0	250.0
2	Interview Rating	350	6.7	6.7	350.0	350.0
3	Risk Plan Rating	150	5.0	5.0	150.0	150.0
4	Project Capability Plan Rating	100	6.7	9.2	72.7	100.0
5	Value Added Plan Rating	100	6.7	5.0	100.0	75.0
6	PPI	50	9.9	10.0	49.5	50.0
Total Available Points		1000			955	975

Section 2: Ranking

Proposer	Total Score	Difference
C-2	975	--
C-1	955	20

Section 3: Committee Ratings

Risk Plan Ratings			Capability Plan Ratings			Value-Added Proposal Rating		
Evaluator	C-1	C-2	Evaluator	C-1	C-2	Evaluator	C-1	C-2
Evaluator 1	5	5	Evaluator 1	5	10	Evaluator 1	5	5
Evaluator 2	5	5	Evaluator 2	5	10	Evaluator 2	10	5
Evaluator 3	5	5	Evaluator 3	10	10	Evaluator 3	10	5
Evaluator 4	5	5	Evaluator 4	5	5	Evaluator 4	5	5
Evaluator 5	5	5	Evaluator 5	10	10	Evaluator 5	5	5
Evaluator 6	5	5	Evaluator 6	5	10	Evaluator 6	5	5
Average	5.0	5.0	Average	6.7	9.2	Average	6.7	5.0

PM Interview Ratings		
Evaluator	C-1	C-2
Evaluator 1	10	10
Evaluator 2	5	5
Evaluator 3	5	5
Evaluator 4	5	5
Evaluator 5	10	10
Evaluator 6	5	5
Average	6.7	6.7

Package D Documents

Bridges and Boardwalk

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made as of the _____ day of May, 2014, by and between the City of Roseville (hereinafter called the OWNER) and Janke General Contractors (hereinafter called the CONTRACTOR). This AGREEMENT WITNESSETH, that the OWNER and the CONTRACTOR, for the consideration hereinafter stated, agree as follows:

ARTICLE 1. WORK

The CONTRACTOR hereby covenants and agrees to perform and execute all work generally described here and in accordance with the provisions of the plans and specifications as prepared by the City of Roseville, and referenced in Article 5, as approved by OWNER.

**City of Roseville Parks and Recreation Renewal Program
Proposal Package D Bridges and Boardwalk
Roseville Project Number: 002-2014**

and to do everything required by this Agreement and the Contract Documents.

ARTICLE 2. CONTRACT TIME

- 2.1 Completion – The CONTRACTOR agrees that the work contemplated by this contract shall be fully and satisfactorily completed as stated in the Special Conditions and titled “Execution of the Work and Completion Dates”.
- 2.2 Liquidated damages – OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each day that expired after the time specified in Paragraph 2.1 for Substantial Completion until the work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each calendar day that expires after the time specified in Paragraph 2.1 for completion and readiness for final payment.

ARTICLE 3. CONTRACT PRICE

The OWNER agrees to pay and the CONTRACTOR agrees to receive and accept payment in accordance with the prices bid for the unit, or lump sum items as set forth in the Conformed Copy of Proposal, form hereto attached which prices shall conform to those in the accepted CONTRACTOR’S Proposal on file in the office of the City Manager of the City of Roseville, Minnesota, the aggregate of prices based on the Pre-Award Document, is \$513,467.50. Final payment shall be made in accordance with the CONTRACTOR’S Proposal Form in accordance with the General Conditions and Pre-Award Document.

ARTICLE 4. PAYMENT PROCEDURES

The OWNER will make progress payments on account of the Contract Price as provided in the GENERAL CONDITIONS, under Section 230, and as follows:

- 4.1 Progress and final payments will be on the basis of the CONTRACTOR'S Application for Payment as approved by the Parks and Recreation Director.
- 4.2 The OWNER shall retain 5% of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. However, when the work is substantially complete, the retained amount may be reduced by the owner at its sole discretion below 5% to only that amount necessary to assure completion.
- 4.3 With the written approval of Bonding Company, a sum sufficient to increase the total payments of the CONTRACTOR to 98% of the Contract Price less retainage as the CITY OF ROSEVILLE shall determine for all uncompleted work and unsettled claims.
- 4.4 Upon final completion of the work and settlement of all claims and receipt of Minnesota State Withholding Certificate the remainder of the Contract Price will be remitted in accordance with the Contract Documents.

ARTICLE 5. CONTRACT DOCUMENTS

- 5.1 The Proposal Form.
- 5.2 Special Conditions of the Specifications for Public Improvements.
- 5.3 Special Conditions.
- 5.4 General Conditions.
- 5.5 Specifications.
- 5.6 Plans and drawings, which are attached to Specifications are identified as:
 - Proposal Package D Plans
 - Proposal Package D Pre-Award Document
 - Final Construction Plan Set
- 5.7 Addenda 1, 2 and 3.
- 5.8 Contract Bonds.
- 5.9 Certificate of Acknowledgment.
- 5.10 Form of Agreement.
- 5.11 Notice of Award.

This Agreement, together with the documents hereinbefore mentioned, for the Contract, and all documents are as fully a part of the Contract as if attached hereto or herein repeated.

ARTICLE 6. MISCELLANEOUS

- 6.1 Terms used in this Agreement which are defined in section 201 of the General Conditions shall have the meanings indicated in the General Conditions.
- 6.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part their respective interest under any of the Contract Documents and, specifically, the CONTRACTOR shall not assign any monies, due or to become due without the prior written consent of the OWNER.
- 6.3 The OWNER and the CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect of all covenants and obligations contained in the Contract Documents.
- 6.4 This Agreement and Contract Documents constitute the entire agreement and, understanding, promises and obligations between the OWNER and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.
- 6.5 If any provision or portion of this Agreement and the Contract Documents is found to be unenforceable by a court of competent jurisdiction in the course of a legal action brought by one of the parties relative to this Project, all other provisions and portions of this Agreement and the Contract Documents shall survive and remain in full force and effect.
- 6.6 Any dispute or claim arising out of this Project, Agreement, and the Contract Documents shall be governed by the applicable law of the State of Minnesota and any legal actions brought to resolve any such disputes or claims shall be venued in the appropriate state or federal district court for Ramsey County, Minnesota.

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

THE CITY OF ROSEVILLE

CONTRACTOR:
Janke General Contractors
1223 River View Lane
Athens WI 54411

By: _____
Daniel J. Roe, Mayor

By: _____
Its: _____

By: _____
Patrick J. Trudgeon

By: _____
Its: _____

Attest: _____
(SEAL)

Attest: _____
(CORPORATE SEAL)

OWNER
ADDRESS FOR GIVING NOTICES:

CITY OF ROSEVILLE
2660 Civic Center Drive
Roseville, MN 55113

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR
ADDRESS FOR GIVING NOTICES:

Janke General Contractors
1223 River View Lane
Athens WI 54411

License No.

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

City of Roseville

Package D: Bridges and Harriet Alexander Nature Center (HANC) Boardwalk

PRE AWARD DOCUMENT

Prepared By: Janke General Contractors, Inc.

4/30/2014

SECTION 1 – FINANCIAL SUMMARY

Approved Value Added Options

NO	DESCRIPTION	COST (\$)
1	Galvanized Steel	\$34,700.00
2	Screw Jack System	\$6,530.00
<i>Total Approved Value Added Options:</i>		\$41,230.00

Client Requested Scope Changes

NO	DESCRIPTION	COST (\$)
<i>Total Approved Client Scope Changes:</i>		

Final Cost Proposal

NO	DESCRIPTION	COST (\$)
1	Original Proposal Cost	\$472,237.50
2	Total Approved Value Added Options	\$41,230.00
3	Total Client Requested Scope Changes	\$0
Final Project Cost		\$513,467.50

SECTION 2 – PROJECT DURATION SUMMARY

Approved Value Added Options

NO	DESCRIPTION	DURATION
1	Galvanized Steel	0
2	Screw Jack System	0
<i>Total Approved Value Added Options:</i>		<i>0</i>

Client Requested Scope Changes

NO	DESCRIPTION	DURATION
<i>Total Approved Client Scope Changes:</i>		<i>0</i>

Final Project Duration

NO	DESCRIPTION	DURATION (Calendar Days)
1	Original Proposal Duration (Days)	112
2	Total Approved Value Added Options (Days)	0
3	Total Client Requested Scope Changes (Days)	0
Final Project Duration		112

SECTION 3 – PROJECT SCHEDULE

A complete project schedule identifying ***major*** activities and actions/decisions required from the client

No	Activity / Task	Duration	Start Date	End Date
1	Notice to Proceed	1	5/12/14	5/12/14
2	Shop Drawings/Engineering	21	5/13/14	6/3/14
3	Shop Drawing Approval	14	6/3/14	6/17/14
4	Fabrication	49	6/17/14	8/5/14
5	Installation	28	8/5/14	9/2/14
6	Owner Acceptance	1	9/2/14	9/2/14
7	Substantial Completion	1	9/2/14	9/2/14
8	Final Payment	7	9/2/14	9/9/14

Contractor tasks are in "black", Client tasks are in "blue", Risky activities are in "red"

SECTION 4 – RISK MANAGEMENT PLAN

A complete list of all pre-identified risks that the Vendor does not control.

Identified Risk 1:	The weather is a potential problem with the project due to its location. There could be severe rain and flooding with the spring thaw; which would make the site temporarily inaccessible.
Solution / Strategy:	As the contractor we have the capabilities to prefabricate the system in a controlled environment. Prefabrication possibly allows installation to occur after the weather subsides. If the bad weather extends out into the time frame that would delay substantial completion, we would determine if it's possible to increase crew size and/or delay project completion. As the Contractor, we would only request to delay if working through the weather would result in a less superior product.
Identified Risk 2:	As the contractor, we try to self-perform and manufacture to the greatest extent possible to reduce delays. We do need to purchase certain material and services such as timber, raw metal and galvanizing. The galvanizing and timber goods specifically are very unpredictable on lead times as they are dependent on the market at the time.
Solution / Strategy:	We would contact the suppliers and galvanizers as soon as possible to find out expected lead times. We would purchase the items available and review current lead times. If lead times are too great, we would move onto the next supplier/galvanizer and determine if we can divide the orders among multiple suppliers.

SECTION 5 – SCOPE OVERVIEW

Janke General Contractors, Inc., is pleased to have the opportunity to provide our costs to the City of Roseville for the 2012-2016 Parks and Recreation Renewal Program. Proposal Package D: Bridges and Harriet Alexander Nature Center (HANC) Boardwalk

Janke General Contractors offers many years' experience in fabrication as well as the installation of boardwalks and bridges. With that said, we are very confident that our numbers are competitive. We have made no assumptions. Our unique method is steel framing with wood joists, along with being able to fabricate the steel components in-house.

Below is a breakdown of our cost.

• Mobilization	\$30,300.00
• Engineering	\$ 4,000.00
• Soil Boring	\$10,000.00
• Survey	\$ 6,000.00
• Boardwalk Materials	\$93,473.00
• Boardwalk Shop Fabrication	\$24,382.00
• Boardwalk Installation in Field	\$75,415.00
• Boardwalk Base Bid Painted Steel	\$12,934.00
• Pedestrian Bridges Material	\$57,420.00
• Pedestrian Bridges Installation	\$77,580.00
Overhead and Profit	\$80,733.50

Total	\$472,237.50
--------------	---------------------

• Option Galvanized Steel	\$34,700.00
• Option Screw Jack System	\$ 6,530.0

Included in our price

- Painted Steel Framing
- Wood Joists
- Wood Deck
- Teaching Platform per plan
- Concrete pavilion per plan
- Engineering
- 3 bridges on shallow footing up to 15 foot
- Pedestrian Loading
- Adjustable legs boardwalk +/- 6 inches
- Tree and Brush Removal
- Erosion Control
- Soil Borings
- All Hardware

Excluded in our Price

- Boardwalk Above 30 inches high at the top of boardwalk
- Boardwalk Anchors
- Galvanizing but have provided an optional price
- Railing on boardwalk except as shown on plan
- Vehicle loading

SECTION 6 – PROJECT ASSUMPTIONS

A detailed list of all proposal assumptions that may impact cost, schedule, or satisfaction.

Assumption 1:	None Taken
Solution / Strategy:	N/A

SECTION 7 – PROJECT ACTION ITEM CHECKLIST

A separate checklist should be created for the Client Representatives and the Vendor that includes the major activities, tasks, or decisions that will need to be made.

Vendor Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Shop Drawings	6/3/14	Time	Janke
2	Fabrication	8/5/14	Time	Janke
3	Installation	9/2/14	Time	Janke

Client Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Shop Drawing Approval	6/17/14	Time	Owner

SECTION 8 – CONTACT LIST

Provide a list of critical individuals on this project (Client Representatives, Contractor, Subcontractors, Suppliers, etc)

No	Name	Company/Position	Phone	Email
1	Tyler Stieber	Janke General Contractors, Project Manager	715-551-5070	tstieber@jankegeneral.com
2	Steve Janke	Janke General Contractors, Owner	715-574-6137	sjanke@jankegeneral.com
3	Tracy Zettler	Janke General Contractors, Foreman	715-574-8171	tzettler@jankegeneral.com

City of Roseville
Construction – Proposal Package D (Bridges)
Best Value Selection Summary

April 8, 2014

Section 1: Summary of Scores

Raw Data							Points			
No	Criteria	Possible Points	D-1	D-2	D-3	D-4	D-1	D-2	D-3	D-4
1	Cost Proposal – Total Base	250	\$802,655	\$472,238	\$686,555	\$653,272	147.1	250.0	172.0	180.7
2	Interview Rating	350	5.4	6.7	6.3	8.8	216.7	266.7	250.0	350.0
3	Risk Plan Rating	150	5.8	5.8	5.0	5.8	150.0	150.0	128.6	150.0
4	Project Capability Plan Rating	100	5.0	5.8	5.0	9.2	54.5	63.6	54.5	100.0
5	Value Added Plan Rating	100	5.8	5.8	5.0	5.0	100.0	100.0	85.7	85.7
6	PPI	50	7.5	9.5	10.0	9.8	37.5	47.5	50.0	49.0
Total Available Points			706	878	741	915				

Section 2: Ranking

Proposer	Total Score	Difference
D-4	915	--
D-2	878	37
D-3	741	137
D-1	706	35

Section 3: Committee Ratings

Risk Plan Ratings					Capability Plan Ratings					Value-Added Proposal Ratings				
Evaluator	D-1	D-2	D-3	D-4	Evaluator	D-1	D-2	D-3	D-4	Evaluator	D-1	D-2	D-3	D-4
Evaluator 1	5	5	5	5	Evaluator 1	5	5	5	10	Evaluator 1	5	5	5	5
Evaluator 2	5	5	5	5	Evaluator 2	5	5	5	10	Evaluator 2	5	5	5	5
Evaluator 3	10	10	5	5	Evaluator 3	5	10	5	10	Evaluator 3	5	10	5	5
Evaluator 4	5	5	5	5	Evaluator 4	5	5	5	5	Evaluator 4	5	5	5	5
Evaluator 5	5	5	5	10	Evaluator 5	5	5	5	10	Evaluator 5	10	5	5	5
Evaluator 6	5	5	5	5	Evaluator 6	5	5	5	10	Evaluator 6	5	5	5	5
Average	5.8	5.8	5.0	5.8	Average	5.0	5.8	5.0	9.2	Average	5.8	5.8	5.0	5.0

Project Manager Interview Ratings					Cost Estimator				
Evaluator	D-1	D-2	D-3	D-4	Evaluator	D-1	D-2	D-3	D-4
Evaluator 1	10	5	10	10	Evaluator 1	5	5	10	10
Evaluator 2	5	10	5	10	Evaluator 2	5	5	5	10
Evaluator 3	5	10	10	10	Evaluator 3	5	5	5	10
Evaluator 4	5	10	5	10	Evaluator 4	5	10	5	10
Evaluator 5	5	5	5	10	Evaluator 5	5	5	5	5
Evaluator 6	5	5	5	5	Evaluator 6	5	5	5	5

Vendor	D-1	D-2	D-3	D-4
Overall	5.4	6.7	6.3	8.8

Package E Documents

Lighting System Installation, including Courts, Rinks and Lake Bennett Trail Lighting

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made as of the _____ day of May, 2014, by and between the City of Roseville (hereinafter called the OWNER) and Peterson Companies, Inc. (hereinafter called the CONTRACTOR). This AGREEMENT WITNESSETH, that the OWNER and the CONTRACTOR, for the consideration hereinafter stated, agree as follows:

ARTICLE 1. WORK

The CONTRACTOR hereby covenants and agrees to perform and execute all work generally described here and in accordance with the provisions of the plans and specifications as prepared by the City of Roseville, and referenced in Article 5, as approved by OWNER.

**City of Roseville Parks and Recreation Renewal Program
Proposal Package E Lighting and Controls
Roseville Project Number: 003-2014**

and to do everything required by this Agreement and the Contract Documents.

ARTICLE 2. CONTRACT TIME

- 2.1 Completion – The CONTRACTOR agrees that the work contemplated by this contract shall be fully and satisfactorily completed as stated in the Special Conditions and titled “Execution of the Work and Completion Dates”.
- 2.2 Liquidated damages – OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each day that expired after the time specified in Paragraph 2.1 for Substantial Completion until the work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each calendar day that expires after the time specified in Paragraph 2.1 for completion and readiness for final payment.

ARTICLE 3. CONTRACT PRICE

The OWNER agrees to pay and the CONTRACTOR agrees to receive and accept payment in accordance with the prices bid for the unit, or lump sum items as set forth in the Conformed Copy of Proposal, form hereto attached which prices shall conform to those in the accepted CONTRACTOR’S Proposal on file in the office of the City Manager of the City of Roseville, Minnesota, the aggregate of prices based on the Pre-Award Document, is \$404,620.00. Final payment shall be made in accordance with the CONTRACTOR’S Proposal Form in accordance with the General Conditions and Pre-Award Document.

ARTICLE 4. PAYMENT PROCEDURES

The OWNER will make progress payments on account of the Contract Price as provided in the GENERAL CONDITIONS, under Section 230, and as follows:

- 4.1 Progress and final payments will be on the basis of the CONTRACTOR'S Application for Payment as approved by the Parks and Recreation Director.
- 4.2 The OWNER shall retain 5% of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. However, when the work is substantially complete, the retained amount may be reduced by the owner at its sole discretion below 5% to only that amount necessary to assure completion.
- 4.3 With the written approval of Bonding Company, a sum sufficient to increase the total payments of the CONTRACTOR to 98% of the Contract Price less retainage as the CITY OF ROSEVILLE shall determine for all uncompleted work and unsettled claims.
- 4.4 Upon final completion of the work and settlement of all claims and receipt of Minnesota State Withholding Certificate the remainder of the Contract Price will be remitted in accordance with the Contract Documents.

ARTICLE 5. CONTRACT DOCUMENTS

- 5.1 The Proposal Form.
- 5.2 Special Conditions of the Specifications for Public Improvements.
- 5.3 Special Conditions.
- 5.4 General Conditions.
- 5.5 Specifications.
- 5.6 Plans and drawings, which are attached to Specifications are identified as:
 - Proposal Package E Plans
 - Proposal Package E Pre-Award Document
 - Final Construction Plan Set
- 5.7 Addenda 1, 2 and 3.
- 5.8 Contract Bonds.
- 5.9 Certificate of Acknowledgment.
- 5.10 Form of Agreement.
- 5.11 Notice of Award.

This Agreement, together with the documents hereinbefore mentioned, for the Contract, and all documents are as fully a part of the Contract as if attached hereto or herein repeated.

ARTICLE 6. MISCELLANEOUS

- 6.1 Terms used in this Agreement which are defined in section 201 of the General Conditions shall have the meanings indicated in the General Conditions.
- 6.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part their respective interest under any of the Contract Documents and, specifically, the CONTRACTOR shall not assign any monies, due or to become due without the prior written consent of the OWNER.
- 6.3 The OWNER and the CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect of all covenants and obligations contained in the Contract Documents.
- 6.4 This Agreement and Contract Documents constitute the entire agreement and, understanding, promises and obligations between the OWNER and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.
- 6.5 If any provision or portion of this Agreement and the Contract Documents is found to be unenforceable by a court of competent jurisdiction in the course of a legal action brought by one of the parties relative to this Project, all other provisions and portions of this Agreement and the Contract Documents shall survive and remain in full force and effect.
- 6.6 Any dispute or claim arising out of this Project, Agreement, and the Contract Documents shall be governed by the applicable law of the State of Minnesota and any legal actions brought to resolve any such disputes or claims shall be venued in the appropriate state or federal district court for Ramsey County, Minnesota.

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

THE CITY OF ROSEVILLE

CONTRACTOR:
Peterson Companies, Inc.
8326 Wyoming Trail
Chisago City, MN 55013

By: _____
Daniel J. Roe, Mayor

By: _____
Its: _____

By: _____
Patrick J. Trudgeon

By: _____
Its: _____

Attest: _____
(SEAL)

Attest: _____
(CORPORATE SEAL)

OWNER

ADDRESS FOR GIVING NOTICES:

CITY OF ROSEVILLE
2660 Civic Center Drive
Roseville, MN 55113

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR

ADDRESS FOR GIVING NOTICES:

Peterson Companies, Inc.
8326 Wyoming Trail
Chisago City, MN 55013

License No.

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

City of Roseville

Package E: Lighting and Controls

PRE AWARD DOCUMENT

Prepared By: Peterson Companies

March 19, 2014

SECTION 1 – FINANCIAL SUMMARY

Approved Value Added Options

NO	DESCRIPTION	COST (\$)
	<i>Total Approved Value Added</i>	<i>\$0.00</i>

Client Requested Scope Changes

NO	DESCRIPTION		DURATION
1	Price to provide and install a lighting control system in lieu of the City-supplied control link system. The new system will include lighting contactor cabinet with manual override switch, mechanical time clock with battery back-up, photocell and remote push button with timing relay. Hockey rinks will include conduit and wire for push button not included in original contract documents. * See attached sheet for breakdown between parks.	ADD	\$26,845.00
2	Add flashing warning light system to all courts and rinks in Item 1.	ADD	\$3,550.00
3	Sandcastle Park – remove/dispose of rink lights and replace with City-supplied lights. Relamp.	ADD	\$980.00
4	Eliminate Dale West	DEDUCT	(\$10,000.00)
5	Central Park BL – eliminate parking lot lighting Type A, A1 and B and sign connection.	DEDUCT	(\$26,785.00)
6	Central Park BL – eliminate new service and 4" PVC telecom conduit.	DEDUCT	(\$8,325.00)
7	Central Park BL – unit price to eliminate pedestals: 17 ea @ \$1,950/ea =	DEDUCT	(\$33,150.00)
8	Central Park BL – replace existing 400A switch board in existing cabinet with 400A panel board, including disconnect and reconnect to all existing loads. Panel to have minimum (12) spaces for future loads.	ADD	3,800.00
Total Approved Client Scope Changes:			(\$43,085.00)

Final Cost Proposal

NO	DESCRIPTION	COST (\$)
1	Original Proposal Cost	\$447,705.00
2	Total Approved Value Added Options	\$0.00
3	Total Client Requested Scope Changes	(\$43,085.00)
Final Project Cost		\$404,620.00

SECTION 2 – PROJECT DURATION SUMMARY

Approved Value Added Options: No changes to specified Project Schedule.

NO	DESCRIPTION	DURATION
<i>Total Approved Value Added</i>		<i>0</i>

Client Requested Scope Changes

NO	DESCRIPTION	DURATION
<i>Total Approved Client Scope</i>		<i>0</i>

Final Project Duration

NO	DESCRIPTION	DURATION (Calendar Days)
1	Original Proposal Duration (Days)	
2	Total Approved Value Added Options (Days)	
3	Total Client Requested Scope Changes (Days)	
Final Project Duration		0

SECTION 3 – PROJECT SCHEDULE

A complete project schedule identifying **major** activities and actions/decisions required from the client

No	Activity / Task	Duration	Start Date	End Date
1	Notice to Proceed – By Owner			
2	Long Lead Items			
3	Major Construction Activity			
	1.01 Acorn Park Hockey Rink Lights	10 days		
	1.02 Autumn Grove Hockey Rink, Tennis Courts	20 days		
	1.03 Bruce Russell Park Tennis & Basketball Court Lighting	16 days		
	1.04 Central Park/Bennett Lake Site Lighting/Pedestals/Parking Lot Lighting (Note: all activities are dependent on Bid Package A Contractor's schedule.)	60 working days		
	1.05 Central Park Victoria East Ball Fields	30 working days		
	1.06 Evergreen Park Tennis Courts	10 days		
	1.07 Howard Johnson Park Tennis Courts	13 working days		
	1.08 Lexington Park Hockey Rink	10 working days		
	1.09 Pocahontas Park Tennis Courts	16 working days		
	1.10 Rosebrook Park Soccer and Tennis Courts	10 working days		
	1.11 Sandcastle Skate Area	5 working days		
	1.12 Villa Park B-dale Field	5 working days		
	1.13 Villa Park Hockey Rink	15 working days		
	1.14 Central Park Dale West/Legion Field	10 working days		
NOTE:	All start dates to be determined by Owner			

Determining factors for all parks excepting 1.04 Central Park/Bennett Lake:

1. Owner's ability to close park at rink, court or field.
2. Owner's supplied Musco Sports lighting equipment delivery.
3. Other bid package's work coordination, i.e. court resurfacing, hockey boards, field maintenance, etc.
4. Ground conditions / weather.

STDF for Central Park:

1. Bid Package A subgrading / project schedule.
2. Utility coordination for electrical service.
3. Halophane pole delivery.
4. Owner supplied trail pole delivery.

SECTION 4 – RISK MANAGEMENT PLAN

A complete list of all pre-identified risks that the Vendor does not control.

Identified Risk 1:	Owner-supplied equipment delivery.
Solution / Strategy:	Order equipment ASAP/review and return submittals in a timely fashion.
Identified Risk 2:	Weather
Solution / Strategy:	Do work as soon as permitted to allow for contingency days. Multiple sites at a time.
Identified Risk 3:	Unexpected soil conditions/ground water
Solution / Strategy:	Do work as soon as permitted to allow for contingency days. Multiple sites at a time.
Identified Risk 4:	Coordination with Bid Package A on Central Park
Solution / Strategy:	Must be included/involved in Bid Package A final schedule plan.
Identified Risk 5:	Coordination with other Bid Packages on Tennis Courts/Hockey Rinks
Solution / Strategy:	Proper communication is all that is needed here.

SECTION 5 – SCOPE OVERVIEW

A clear description of “what’s in” and “what’s out” of the scope.

Bennett Lake:

Work includes:

- Electrical permits
- Electrical service
- Utility coordination
- Light pole foundations/grounding
- Supply and install conduit/wire
- Make final connections

Work excludes:

- Any permits beyond electrical (if required)
- City-supplied fixtures, poles and anchor bolts
- Any work related to Amphitheater
- Utility fees of any kind (if any)

All Other Parks:

Work includes:

- Electrical permits
- Receiving/storage of City-supplied Musco equipment
- Musco pole foundations installation
- Supply and install conduit and wire
- Pole install
- Start-up/commissioning

Work excludes:

- Any permits non-electrical (if required)
- Unforeseen soil conditions
- Musco equipment of any kind
- Path lights by Owner

SECTION 6 – PROJECT ASSUMPTIONS

A detailed list of all proposal assumptions that may impact cost, schedule, or satisfaction.

Assumption 1:	Reasonable site access and durations
Solution / Strategy:	If our assumption was incorrect, we will....try to comply to the best of our ability.

Assumption 2:	Bid Package A coordination/involvement
Solution / Strategy:	If our assumption was incorrect, we will....try to comply.

Assumption 3:	Reasonable soil conditions/water table
Solution / Strategy:	If our assumption was incorrect, we will....immediately notify Owner, complete Engineering review with cost impacts.

Assumption 4:	Reasonable Owner supplied material delivery
Solution / Strategy:	If our assumption was incorrect, we will....try to comply.

SECTION 7 – PROJECT ACTION ITEM CHECKLIST

A separate checklist should be created for the Client Representatives and the Vendor that includes the major activities, tasks, or decisions that will need to be made.

*See note below

Vendor Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Provide official site addresses for permit purposes.			
2	Choose start dates for each park/close project area activities			
3	Provide delivery status for Owner supplied equipment			
4	Provide shop drawings of Owner supplied equipment			
5	Provide other Bid Package's schedule			
6	Provide key and park personnel contacts			
7	Review and release shop drawings			

Client Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Permitting / site review			
2	Order Halophane poles / shop drawings			
3	Review and release shop drawings			
4	Utility coordination			
5	Access and contact coordination			
6	Delivery coordination			
7	Make schedule upon receipt of park availability, other work and delivery schedule			
8	Bid Package A coordination			

*This area will be completed as project schedule is finalized.

SECTION 8 – CONTACT LIST

Provide a list of critical individuals on this project (Client Representatives, Contractor, Subcontractors, Suppliers, etc)

No	Name	Company/Position	Phone	Email
1	Brian Palmer	Project Manager	612-363-3104	bpalmer@killmerelectric.com
2	Dave Palmer	Site Foreman	612-363-3105	
3	Jim Larson, Jr.	Safety Director/Asst. PM	612-363-4124	jl Larson@killmerelectric.com

City of Roseville
Construction – Proposal Package E (Lighting)
Best Value Selection Summary

March 13, 2014

Section 1: Summary of Scores

Raw Data				Points
No	Criteria	Possible Points	Firm E-1	Firm E-1
1	Cost Proposal – Total Base	250	\$447,705	250.0
2	Interview Rating	350	5.5	350.0
3	Risk Plan Rating	150	4.3	150.0
4	Project Capability Plan Rating	100	5.0	100.0
5	Value Added Plan Rating	100	4.3	100.0
6	PPI	50	6.5	50.0
Total Available Points		1000		1000

Section 2: Ranking

N/A

Section 3: Committee Ratings

Project Manager Interview Ratings

Evaluator	Vendor 1
Evaluator 1	5
Evaluator 2	5
Evaluator 3	5
Evaluator 4	10
Evaluator 5	10
Evaluator 6	5

Site Superintendent Interview Ratings

Evaluator	Vendor 1
Evaluator 1	5
Evaluator 2	5
Evaluator 3	5
Evaluator 4	1
Evaluator 5	5
Evaluator 6	5

Risk Plan Ratings

Evaluator	Vendor 1
Evaluator 1	5
Evaluator 2	1
Evaluator 3	5
Evaluator 4	5
Evaluator 5	5
Evaluator 6	5
Average	4.3

Capability Plan Ratings

Evaluator	Vendor 1
Evaluator 1	5
Evaluator 2	5
Evaluator 3	5
Evaluator 4	5
Evaluator 5	5
Evaluator 6	5
Average	5.0

Value-Added Proposal Ratings

Evaluator	Vendor 1
Evaluator 1	5
Evaluator 2	1
Evaluator 3	5
Evaluator 4	5
Evaluator 5	5
Evaluator 6	5
Average	4.3

Package F Documents

Tennis Court Reconstruction and/or Resurfacing

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made as of the _____ day of May, 2014, by and between the City of Roseville (hereinafter called the OWNER) and Bituminous Roadways, Inc. (hereinafter called the CONTRACTOR). This AGREEMENT WITNESSETH, that the OWNER and the CONTRACTOR, for the consideration hereinafter stated, agree as follows:

ARTICLE 1. WORK

The CONTRACTOR hereby covenants and agrees to perform and execute all work generally described here and in accordance with the provisions of the plans and specifications as prepared by the City of Roseville, and referenced in Article 5, as approved by OWNER.

**City of Roseville Parks and Recreation Renewal Program
Proposal Package F Tennis Court Improvements
Roseville Project Number: 004-2014**

and to do everything required by this Agreement and the Contract Documents.

ARTICLE 2. CONTRACT TIME

- 2.1 Completion – The CONTRACTOR agrees that the work contemplated by this contract shall be fully and satisfactorily completed as stated in the Special Conditions and titled “Execution of the Work and Completion Dates”.
- 2.2 Liquidated damages – OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each day that expired after the time specified in Paragraph 2.1 for Substantial Completion until the work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each calendar day that expires after the time specified in Paragraph 2.1 for completion and readiness for final payment.

ARTICLE 3. CONTRACT PRICE

The OWNER agrees to pay and the CONTRACTOR agrees to receive and accept payment in accordance with the prices bid for the unit, or lump sum items as set forth in the Conformed Copy of Proposal, form hereto attached which prices shall conform to those in the accepted CONTRACTOR’S Proposal on file in the office of the City Manager of the City of Roseville, Minnesota, the aggregate of prices based on the Pre-Award Document, is \$663,190.50. Final payment shall be made in accordance with the CONTRACTOR’S Proposal Form in accordance with the General Conditions and Pre-Award Document.

ARTICLE 4. PAYMENT PROCEDURES

The OWNER will make progress payments on account of the Contract Price as provided in the GENERAL CONDITIONS, under Section 230, and as follows:

- 4.1 Progress and final payments will be on the basis of the CONTRACTOR'S Application for Payment as approved by the Parks and Recreation Director.
- 4.2 The OWNER shall retain 5% of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. However, when the work is substantially complete, the retained amount may be reduced by the owner at its sole discretion below 5% to only that amount necessary to assure completion.
- 4.3 With the written approval of Bonding Company, a sum sufficient to increase the total payments of the CONTRACTOR to 98% of the Contract Price less retainage as the CITY OF ROSEVILLE shall determine for all uncompleted work and unsettled claims.
- 4.4 Upon final completion of the work and settlement of all claims and receipt of Minnesota State Withholding Certificate the remainder of the Contract Price will be remitted in accordance with the Contract Documents.

ARTICLE 5. CONTRACT DOCUMENTS

- 5.1 The Proposal Form.
- 5.2 Special Conditions of the Specifications for Public Improvements.
- 5.3 Special Conditions.
- 5.4 General Conditions.
- 5.5 Specifications.
- 5.6 Plans and drawings, which are attached to Specifications are identified as:
 - Proposal Package F Plans
 - Proposal Package F Pre-Award Document
 - Final Construction Plan Set
- 5.7 Addenda 1, 2 and 3.
- 5.8 Contract Bonds.
- 5.9 Certificate of Acknowledgment.
- 5.10 Form of Agreement.
- 5.11 Notice of Award.

This Agreement, together with the documents hereinbefore mentioned, for the Contract, and all documents are as fully a part of the Contract as if attached hereto or herein repeated.

ARTICLE 6. MISCELLANEOUS

- 6.1 Terms used in this Agreement which are defined in section 201 of the General Conditions shall have the meanings indicated in the General Conditions.
- 6.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part their respective interest under any of the Contract Documents and, specifically, the CONTRACTOR shall not assign any monies, due or to become due without the prior written consent of the OWNER.
- 6.3 The OWNER and the CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect of all covenants and obligations contained in the Contract Documents.
- 6.4 This Agreement and Contract Documents constitute the entire agreement and, understanding, promises and obligations between the OWNER and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.
- 6.5 If any provision or portion of this Agreement and the Contract Documents is found to be unenforceable by a court of competent jurisdiction in the course of a legal action brought by one of the parties relative to this Project, all other provisions and portions of this Agreement and the Contract Documents shall survive and remain in full force and effect.
- 6.6 Any dispute or claim arising out of this Project, Agreement, and the Contract Documents shall be governed by the applicable law of the State of Minnesota and any legal actions brought to resolve any such disputes or claims shall be venued in the appropriate state or federal district court for Ramsey County, Minnesota.

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

THE CITY OF ROSEVILLE

CONTRACTOR:

Bituminous Roadways, Inc.
1520 Commerce Drive
Mendota Heights, MN 55120

By: _____
Daniel J. Roe, Mayor

By: _____
Its: _____

By: _____
Patrick J. Trudgeon

By: _____
Its: _____

Attest: _____
(SEAL)

Attest: _____
(CORPORATE SEAL)

OWNER

ADDRESS FOR GIVING NOTICES:

CITY OF ROSEVILLE
2660 Civic Center Drive
Roseville, MN 55113

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR

ADDRESS FOR GIVING NOTICES:

Bituminous Roadways, Inc.
1520 Commerce Drive
Mendota Heights, MN 55120

License No.

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

City of Roseville
Package F – Tennis Courts

PRE AWARD DOCUMENT

Prepared By: Bituminous Roadways, Inc.

April 30, 2014

SECTION 1 – FINANCIAL SUMMARY

Approved Value Added Options

NO	DESCRIPTION	COST (\$)
1	Provide Douglas Sports Equipment	(\$648.50)
2	Reclaim existing courts, in lieu of mill & overlay	\$61607.50
3	Change fencing pipe to Schedule 30, in lieu of 40	(\$1,500.00)
4	Air drive all pipes except corners, gate & bangboard posts	(\$2,300.00)
<i>Total Approved Value Added Options:</i>		<i>\$57,159.00</i>

Client Requested Scope Changes

NO	DESCRIPTION	COST (\$)
1	Change Sandcastle to a mill & overlay in lieu of new construction.	(\$54,700.00)
2	Reclaim Sandcastle in lieu of mill & overlay.	\$12,231.50
<i>Total Approved Client Scope Changes:</i>		<i>(\$42,468.50)</i>

Final Cost Proposal

NO	DESCRIPTION	COST (\$)
1	Original Proposal Cost	\$648,500.00
2	Total Approved Value Added Options	\$57,159.00
3	Total Client Requested Scope Changes	(\$42,468.50)
Final Project Cost		\$663,190.50

SECTION 2 – PROJECT DURATION SUMMARY

Approved Value Added Options

NO	DESCRIPTION	DURATION
<i>Total Approved Value Added Options:</i>		

Client Requested Scope Changes

NO	DESCRIPTION	DURATION
1		
<i>Total Approved Client Scope Changes:</i>		

Final Project Duration

NO	DESCRIPTION	DURATION (Calendar Days)
1	Original Proposal Duration (Days)	48
2	Total Approved Value Added Options (Days)	6
3	Total Client Requested Scope Changes (Days)	6
Final Project Duration		60

SECTION 3 – PROJECT SCHEDULE

A complete project schedule identifying **major** activities and actions/decisions required from the client

*See note below

No	Activity / Task	Duration	Start Date	End Date
1	Notice to Proceed			
2	Long Lead Items (Fencing)	3 wks		
3	Major Construction Activity – Autumn Grove Park	2 wks	5/19/14	5-30/14
4	Major Construction Activity – Bruce Russell	4 wks	5/19/14	6/13/14
5	Major Construction Activity – Howard Johnson	4 wks	5/26/14	6/30/14
6	Major Construction Activity -- Evergreen	4 wks	6/16/14	7/11/14
7	Major Construction Activity -- Pocohontas	4 wks	6/23/14	7/18/14
8	Major Construction Activity -- Sandcastle	4 wks	7/14/14	8/8/14
9	Major Construction Activity			
10	Major Construction Activity			
11	Client Decision			
12	Substantial Completion		5/19/14	8/8/14
13	Final Payment			9/8/14

Contractor tasks are in "black", Client tasks are in "blue", Risky activities are in "red"

*Schedule to be coordinated with all proposal packages and will accommodate City of Roseville Parks & Recreation program schedule provided in RFP.

*Detailed project schedule to be provided & approved by City prior to start date.

SECTION 4 – RISK MANAGEMENT PLAN

A complete list of all pre-identified risks that the Vendor does not control.

Identified Risk 1:	Following other contractors
Solution / Strategy:	Attend progress meetings for other contracts awarded

Identified Risk 2:	General Public
Solution / Strategy:	Utilize barricades

Identified Risk 3:	Weather
Solution / Strategy:	Be prepared for all weather events, i.e. erosion control BMP's

SECTION 5 – SCOPE OVERVIEW

Tennis court rebuild per plan, spec and approved changes per this document..

SECTION 6 – PROJECT ASSUMPTIONS

A detailed list of all proposal assumptions that may impact cost, schedule, or satisfaction.

Assumption 1:	None.
Solution / Strategy:	N/A

SECTION 7 – PROJECT ACTION ITEM CHECKLIST

A separate checklist should be created for the Client Representatives and the Vendor that includes the major activities, tasks, or decisions that will need to be made.

Vendor Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party

Client Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party

SECTION 8 – CONTACT LIST

Provide a list of critical individuals on this project (Client Representatives, Contractor, Subcontractors, Suppliers, etc)

No	Name	Company/Position	Phone	Email
1	Jason Krause	Bituminous Roadways, PM	651-686-7001	krausej@bitroads.com
2	Mike Janorschke	Bituminous Roadways, Supt	612-366-2768	janorskem@bitroads.com

City of Roseville
Construction – Proposal Package F (Tennis Courts)
Best Value Selection Summary

March 13, 2014

Section 1: Summary of Scores

Raw Data						Points		
No	Criteria	Possible Points	F-1	F-2	F-3	F-1	F-2	F-3
1	Cost Proposal – Total Base	250	\$737,000	\$648,500	\$750,330	220.0	250.0	216.1
2	Interview Rating	350	6.7	5.1	5.2	350.0	266.9	271.3
3	Risk Plan Rating	150	5.0	4.3	4.3	150.0	130.0	130.0
4	Project Capability Plan Rating	100	6.7	4.3	3.7	100.0	65.0	55.0
5	Value Added Plan Rating	100	4.3	4.3	4.3	100.0	100.0	100.0
6	PPI	50	9.5	10.0	6.6	47.5	50.0	33.0
Total Available Points		1000				967.5	861.9	805.3

Section 2: Ranking

Vendor	Total	Difference
F-1	967.5	--
F-2	861.9	105.6
F-3	805.3	56.6

Section 3: Committee Ratings

Project Manager Interview Ratings

Evaluator	F-1	F-2	F-3
Evaluator 1	5	5	5
Evaluator 2	5	1	1
Evaluator 3	5	5	5
Evaluator 4	5	5	5
Evaluator 5	10	10	10
Evaluator 6	10	5	10

Site Superintendent Interview Ratings

Evaluator	F-1	F-2	F-3
Evaluator 1	5	5	5
Evaluator 2	5	5	1
Evaluator 3	5	5	5
Evaluator 4	5	5	5
Evaluator 5	10	5	5
Evaluator 6	10	5	5

Risk Plan Ratings

Evaluator	F-1	F-2	F-3
Evaluator 1	5	5	5
Evaluator 2	5	5	5
Evaluator 3	5	5	5
Evaluator 4	5	1	1
Evaluator 5	5	5	5
Evaluator 6	5	5	5
Average	5.0	4.3	4.3

Capability Plan Ratings

Evaluator	F-1	F-2	F-3
Evaluator	10	5	5
Evaluator	5	5	1
Evaluator	5	5	5
Evaluator	5	1	1
Evaluator	10	5	5
Evaluator	5	5	5
Average	6.7	4.3	3.7

Value-Added Proposal Ratings

Evaluator	F-1	F-2	F-3
Evaluator 1	5	5	5
Evaluator 2	5	5	5
Evaluator 3	5	5	5
Evaluator 4	1	1	1
Evaluator 5	5	5	5
Evaluator 6	5	5	5
Average	4.3	4.3	4.3

Package G Documents

Field Improvements

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made as of the _____ day of May, 2014, by and between the City of Roseville (hereinafter called the OWNER) and Urban Companies LLC. (hereinafter called the CONTRACTOR). This AGREEMENT WITNESSETH, that the OWNER and the CONTRACTOR, for the consideration hereinafter stated, agree as follows:

ARTICLE 1. WORK

The CONTRACTOR hereby covenants and agrees to perform and execute all work generally described here and in accordance with the provisions of the plans and specifications as prepared by the City of Roseville, and referenced in Article 5, as approved by OWNER.

**City of Roseville Parks and Recreation Renewal Program
Proposal Package G Field Improvements
Roseville Project Number: 005-2014**

and to do everything required by this Agreement and the Contract Documents.

ARTICLE 2. CONTRACT TIME

- 2.1 Completion – The CONTRACTOR agrees that the work contemplated by this contract shall be fully and satisfactorily completed as stated in the Special Conditions and titled “Execution of the Work and Completion Dates”.
- 2.2 Liquidated damages – OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each day that expired after the time specified in Paragraph 2.1 for Substantial Completion until the work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each calendar day that expires after the time specified in Paragraph 2.1 for completion and readiness for final payment.

ARTICLE 3. CONTRACT PRICE

The OWNER agrees to pay and the CONTRACTOR agrees to receive and accept payment in accordance with the prices bid for the unit, or lump sum items as set forth in the Conformed Copy of Proposal, form hereto attached which prices shall conform to those in the accepted CONTRACTOR’S Proposal on file in the office of the City Manager of the City of Roseville, Minnesota, the aggregate of prices based on the Pre-Award Document, is \$1,204,212.00. Final payment shall be made in accordance with the CONTRACTOR’S Proposal Form in accordance with the General Conditions and Pre-Award Document.

ARTICLE 4. PAYMENT PROCEDURES

The OWNER will make progress payments on account of the Contract Price as provided in the GENERAL CONDITIONS, under Section 230, and as follows:

- 4.1 Progress and final payments will be on the basis of the CONTRACTOR'S Application for Payment as approved by the Parks and Recreation Director.
- 4.2 The OWNER shall retain 5% of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. However, when the work is substantially complete, the retained amount may be reduced by the owner at its sole discretion below 5% to only that amount necessary to assure completion.
- 4.3 With the written approval of Bonding Company, a sum sufficient to increase the total payments of the CONTRACTOR to 98% of the Contract Price less retainage as the CITY OF ROSEVILLE shall determine for all uncompleted work and unsettled claims.
- 4.4 Upon final completion of the work and settlement of all claims and receipt of Minnesota State Withholding Certificate the remainder of the Contract Price will be remitted in accordance with the Contract Documents.

ARTICLE 5. CONTRACT DOCUMENTS

- 5.1 The Proposal Form.
- 5.2 Special Conditions of the Specifications for Public Improvements.
- 5.3 Special Conditions.
- 5.4 General Conditions.
- 5.5 Specifications.
- 5.6 Plans and drawings, which are attached to Specifications are identified as:
 - Proposal Package G Plans
 - Proposal Package G Pre-Award Document
 - Final Construction Plan Set
- 5.7 Addenda 1, 2 and 3.
- 5.8 Contract Bonds.
- 5.9 Certificate of Acknowledgment.
- 5.10 Form of Agreement.
- 5.11 Notice of Award.

This Agreement, together with the documents hereinbefore mentioned, for the Contract, and all documents are as fully a part of the Contract as if attached hereto or herein repeated.

ARTICLE 6. MISCELLANEOUS

- 6.1 Terms used in this Agreement which are defined in section 201 of the General Conditions shall have the meanings indicated in the General Conditions.
- 6.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part their respective interest under any of the Contract Documents and, specifically, the CONTRACTOR shall not assign any monies, due or to become due without the prior written consent of the OWNER.
- 6.3 The OWNER and the CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect of all covenants and obligations contained in the Contract Documents.
- 6.4 This Agreement and Contract Documents constitute the entire agreement and, understanding, promises and obligations between the OWNER and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.
- 6.5 If any provision or portion of this Agreement and the Contract Documents is found to be unenforceable by a court of competent jurisdiction in the course of a legal action brought by one of the parties relative to this Project, all other provisions and portions of this Agreement and the Contract Documents shall survive and remain in full force and effect.
- 6.6 Any dispute or claim arising out of this Project, Agreement, and the Contract Documents shall be governed by the applicable law of the State of Minnesota and any legal actions brought to resolve any such disputes or claims shall be venued in the appropriate state or federal district court for Ramsey County, Minnesota.

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

THE CITY OF ROSEVILLE

CONTRACTOR:
Urban Companies LLC
3781 Labore Road
St Paul MN 55110

By: _____
Daniel J. Roe, Mayor

By: _____
Its: _____

By: _____
Patrick J. Trudgeon

By: _____
Its: _____

Attest: _____
(SEAL)

Attest: _____
(CORPORATE SEAL)

OWNER
ADDRESS FOR GIVING NOTICES:

CITY OF ROSEVILLE
2660 Civic Center Drive
Roseville, MN 55113

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR
ADDRESS FOR GIVING NOTICES:
Urban Companies LLC
3781 Labore Road
St Paul MN 55110

License No.

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

City of Roseville
Bid package G: Ballfields

PRE AWARD DOCUMENT

Prepared By: urban companies llc

5/1/14

SECTION 1 – FINANCIAL SUMMARY

Approved Value Added Options

NO	DESCRIPTION	COST (\$)
	N/A	

Client Requested Scope Changes

NO	DESCRIPTION	COST (\$)
1	Delete approximately 6,695 feet of maintenance strip and replace with aglime	\$-45,700
2	Delete 8 dugout roofs	\$-68,000
3	Change outfield fencing at evergreen park to 42"	\$-7,752
4	Change fence posts to schedule 30	\$-14,336
5	Delete upper villa park	\$-200,000
<i>Total Approved Client Scope Changes:</i>		<i>\$-335,788</i>

Final Cost Proposal

NO	DESCRIPTION	COST (\$)
1	Original Proposal Cost	\$1,540,000
2	Total Client Requested Scope Changes	\$-335,788
Final Project Cost		\$1,204,212

SECTION 2 – PROJECT DURATION SUMMARY

Approved Value Added Options

NO	DESCRIPTION	DURATION
<i>Total Approved Value Added Options:</i>		

Client Requested Scope Changes

NO	DESCRIPTION	DURATION
1	Delete approximately 6,695 feet of maintenance strip and replace with aglime	0
2	Delete 8 dugout roofs	0
3	Change outfield fencing at evergreen park to 42"	0
4	Change fence posts to schedule 30	0
5	Delete upper villa park	0
<i>Total Approved Client Scope Changes:</i>		0

Final Project Duration

NO	DESCRIPTION	DURATION (Calendar Days)
1	Original Proposal Duration (Days)	910
2	Total Approved Value Added Options (Days)	0
3	Total Client Requested Scope Changes (Days)	0
Final Project Duration		910

SECTION 3 – PROJECT SCHEDULE

A complete project schedule identifying **major** activities and actions/decisions required from the client

*See Note Below

No	Activity / Task	Duration	Start Date	End Date
1	Notice to Proceed			
2	Long Lead Items			
3	Major Construction Activity			
4	Major Construction Activity			
5	Client Decision			
6	Major Construction Activity			
7	Major Construction Activity			
8	Major Construction Activity			
9	Major Construction Activity			
10	Major Construction Activity			
11	Client Decision			
12	Substantial Completion			
13	Final Payment			

Contractor tasks are in "black", Client tasks are in "blue", Risky activities are in "red"

*Schedule to be coordinated with all proposal packages and will accommodate City of Roseville Parks & Recreation program schedule provided in RFP.

*Detailed project schedule to be provided & approved by City prior to start date.

SECTION 4 – RISK MANAGEMENT PLAN

A complete list of all pre-identified risks that the Vendor does not control.

Identified Risk 1:	NONE
Solution / Strategy:	N/A

SECTION 5 – SCOPE OVERVIEW

A clear description of “what’s in” and “what’s out” of the scope.

Our scope is complete per the plans and specs other than the items identified as owner requested scope changes

SECTION 6 – PROJECT ASSUMPTIONS

A detailed list of all proposal assumptions that may impact cost, schedule, or satisfaction.

Assumption 1:	We can put the fields into play faster than the schedule calls for which could allow us to do more fields per year
Solution / Strategy:	If our assumption was incorrect, we will stick to the existing schedule

Assumption 2:	Contractors working on other projects at the same sites will stay on there schedule not delaying us
Solution / Strategy:	If our assumption was incorrect, we will fall behind schedule. To manage this we will consistently monitor the performance of other contractors working on these sites.

Assumption 3:	City will fund the purchase of certain items upfront to avoid price increases
Solution / Strategy:	If our assumption was incorrect, there could be cost changes

SECTION 7 – PROJECT ACTION ITEM CHECKLIST

A separate checklist should be created for the Client Representatives and the Vendor that includes the major activities, tasks, or decisions that will need to be made.

Vendor Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Sub contracts	5 days after award	Time/ cost	Urban co

Client Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Ballfield closure schedule	Next 30 days	time	owner
2	Evergreen park phasing specific to the storm sewer	Next 30 days	Time / cost	Owner / architect

SECTION 8 – CONTACT LIST

Provide a list of critical individuals on this project (Client Representatives, Contractor, Subcontractors, Suppliers, etc)

No	Name	Company/Position	Phone	Email
1	Greg Urban	Urban companies	6512489830	gurban@urbancompaniesusa.com
2	Chad Pepin	Urban companies	6122407799	Chad.e.pepin@gmail.com
3	Ian Jorgenson	Century fence	651-464-7373	IJorgensen@centuryfence.com
4	Curt Fischer	Cr Fischer	6514637300	estimator@crfischer.com

City of Roseville
Construction – Proposal Package G (Field Improvements)
Best Value Selection Summary

March 13, 2014

Section 1: Summary of Scores

Raw Data						Points		
No	Criteria	Possible Points	G-1	G-2	G-3	G-1	G-2	G-3
1	Cost Proposal – Total Base	250	\$1,540,000	\$2,413,750	\$2,559,920	250.0	159.5	150.4
2	Interview Rating	350	5.8	7.9	5.4	257.9	350.0	239.5
3	Risk Plan Rating	150	5.0	5.0	5.0	150.0	150.0	150.0
4	Project Capability Plan Rating	100	5.0	5.0	9.2	54.5	54.5	100.0
5	Value Added Plan Rating	100	5.0	5.8	6.7	75.0	87.5	100.0
6	PPI	50	5.4	9.2	9.5	28.4	48.4	50.0
Total Available Points		1000	815.9	850.0	789.9			

Section 2: Ranking

Proposer	Total Score	Difference
G-2	850.0	--
G-1	815.9	34.1
G-3	789.9	26.0

Section 3: Committee Ratings

Project Manager Interview Ratings

Evaluator	G-1	G-2	G-3
Evaluator 1	10	10	10
Evaluator 2	5	10	5
Evaluator 3	10	10	5
Evaluator 4	5	5	5
Evaluator 5	5	5	5
Evaluator 6	5	10	5

Site Superintendent Interview Ratings

Evaluator	G-1	G-2	G-3
Evaluator	5	10	5
Evaluator	5	5	5
Evaluator	5	10	5
Evaluator	5	5	5
Evaluator	5	5	5
Evaluator	5	10	5

Risk Plan Ratings

Evaluator	G-1	G-2	G-3
Evaluator 1	5	5	5
Evaluator 2	5	5	5
Evaluator 3	5	5	5
Evaluator 4	5	5	5
Evaluator 5	5	5	5
Evaluator 6	5	5	5
Average	5.0	5.0	5.0

Capability Plan Ratings

Evaluator	G-1	G-2	G-3
Evaluator 1	5	5	10
Evaluator 2	5	5	10
Evaluator 3	5	5	5
Evaluator 4	5	5	10
Evaluator 5	5	5	10
Evaluator 6	5	5	10
Average	5.0	5.0	9.2

Value-Added Proposal Ratings

Evaluator	G-1	G-2	G-3
Evaluator 1	5	5	10
Evaluator 2	5	5	5
Evaluator 3	5	5	10
Evaluator 4	5	10	5
Evaluator 5	5	5	5
Evaluator 6	5	5	5
Average	5.0	5.8	6.7

Package H Documents
Irrigation Replacement and Upgrades

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made as of the _____ day of May, 2014, by and between the City of Roseville (hereinafter called the OWNER) and Anderson Irrigation Inc. (hereinafter called the CONTRACTOR). This AGREEMENT WITNESSETH, that the OWNER and the CONTRACTOR, for the consideration hereinafter stated, agree as follows:

ARTICLE 1. WORK

The CONTRACTOR hereby covenants and agrees to perform and execute all work generally described here and in accordance with the provisions of the plans and specifications as prepared by the City of Roseville, and referenced in Article 5, as approved by OWNER.

**City of Roseville Parks and Recreation Renewal Program
Proposal Package H Irrigation System Improvements
Roseville Project Number: 006-2014**

and to do everything required by this Agreement and the Contract Documents.

ARTICLE 2. CONTRACT TIME

- 2.1 Completion – The CONTRACTOR agrees that the work contemplated by this contract shall be fully and satisfactorily completed as stated in the Special Conditions and titled “Execution of the Work and Completion Dates”.
- 2.2 Liquidated damages – OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each day that expired after the time specified in Paragraph 2.1 for Substantial Completion until the work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each calendar day that expires after the time specified in Paragraph 2.1 for completion and readiness for final payment.

ARTICLE 3. CONTRACT PRICE

The OWNER agrees to pay and the CONTRACTOR agrees to receive and accept payment in accordance with the prices bid for the unit, or lump sum items as set forth in the Conformed Copy of Proposal, form hereto attached which prices shall conform to those in the accepted CONTRACTOR’S Proposal on file in the office of the City Manager of the City of Roseville, Minnesota, the aggregate of prices based on the Pre-Award Document, is \$227,437.68. Final payment shall be made in accordance with the CONTRACTOR’S Proposal Form in accordance with the General Conditions and Pre-Award Document.

ARTICLE 4. PAYMENT PROCEDURES

The OWNER will make progress payments on account of the Contract Price as provided in the GENERAL CONDITIONS, under Section 230, and as follows:

- 4.1 Progress and final payments will be on the basis of the CONTRACTOR'S Application for Payment as approved by the Parks and Recreation Director.
- 4.2 The OWNER shall retain 5% of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. However, when the work is substantially complete, the retained amount may be reduced by the owner at its sole discretion below 5% to only that amount necessary to assure completion.
- 4.3 With the written approval of Bonding Company, a sum sufficient to increase the total payments of the CONTRACTOR to 98% of the Contract Price less retainage as the CITY OF ROSEVILLE shall determine for all uncompleted work and unsettled claims.
- 4.4 Upon final completion of the work and settlement of all claims and receipt of Minnesota State Withholding Certificate the remainder of the Contract Price will be remitted in accordance with the Contract Documents.

ARTICLE 5. CONTRACT DOCUMENTS

- 5.1 The Proposal Form.
- 5.2 Special Conditions of the Specifications for Public Improvements.
- 5.3 Special Conditions.
- 5.4 General Conditions.
- 5.5 Specifications.
- 5.6 Plans and drawings, which are attached to Specifications are identified as:
 - Proposal Package H Plans
 - Proposal Package H Pre-Award Document
 - Final Construction Plan Set
- 5.7 Addenda 1, 2 and 3.
- 5.8 Contract Bonds.
- 5.9 Certificate of Acknowledgment.
- 5.10 Form of Agreement.
- 5.11 Notice of Award.

This Agreement, together with the documents hereinbefore mentioned, for the Contract, and all documents are as fully a part of the Contract as if attached hereto or herein repeated.

ARTICLE 6. MISCELLANEOUS

- 6.1 Terms used in this Agreement which are defined in section 201 of the General Conditions shall have the meanings indicated in the General Conditions.
- 6.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part their respective interest under any of the Contract Documents and, specifically, the CONTRACTOR shall not assign any monies, due or to become due without the prior written consent of the OWNER.
- 6.3 The OWNER and the CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect of all covenants and obligations contained in the Contract Documents.
- 6.4 This Agreement and Contract Documents constitute the entire agreement and, understanding, promises and obligations between the OWNER and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.
- 6.5 If any provision or portion of this Agreement and the Contract Documents is found to be unenforceable by a court of competent jurisdiction in the course of a legal action brought by one of the parties relative to this Project, all other provisions and portions of this Agreement and the Contract Documents shall survive and remain in full force and effect.
- 6.6 Any dispute or claim arising out of this Project, Agreement, and the Contract Documents shall be governed by the applicable law of the State of Minnesota and any legal actions brought to resolve any such disputes or claims shall be venued in the appropriate state or federal district court for Ramsey County, Minnesota.

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

THE CITY OF ROSEVILLE

CONTRACTOR:

Anderson Irrigation, Inc.
3200 Main Street NW # 240
Minneapolis, MN 55448

By: _____
Daniel J. Roe, Mayor

By: _____
Its: _____

By: _____
Patrick J. Trudgeon

By: _____
Its: _____

Attest: _____
(SEAL)

Attest: _____
(CORPORATE SEAL)

OWNER

ADDRESS FOR GIVING NOTICES:

CITY OF ROSEVILLE
2660 Civic Center Drive
Roseville, MN 55113

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR

ADDRESS FOR GIVING NOTICES:

Anderson Irrigation, Inc.
3200 Main Street NW # 240
Minneapolis, MN 55448

License No.

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

City of Roseville
Package H – Irrigation

PRE AWARD DOCUMENT

Prepared By: Anderson Irrigation

May 2, 2014

SECTION 1 – FINANCIAL SUMMARY

Approved Value Added Options

NO	DESCRIPTION	COST (\$)
1	Deduct Rain Sensors	-\$5,115.00
2	Replace Booster Pump at Autumn Grove with a AY McDonald Booster Pump	-\$3,492.00
3	6" Hunter I-25 to 4" K Rain Stainless Steel Pro Sport	-\$1,244.00
4	Add Flow Sensors	\$15,975.00
5		
<i>Total Approved Value Added Options:</i>		\$6,124.00

Client Requested Scope Changes

NO	DESCRIPTION	COST (\$)
1		
2	Change CP Victoria East from a new install (\$87,427.56) to Replacing water service, new two wire path, new CS 3500 Controller and some additional main line and Quick Coupler valves. (\$38,785.00)	-\$48,642.56
3	CP Lexington Ball Field Base Quote (\$29,412.44) to 2 wire Acclima only in ball field. (\$16,317.00)	-\$13,095.44
4	CP Lexington Flowers (Street Scape) Additional Two Wire	\$9,977.00
5	City is supplying cell modem	-\$630.00
6	Eliminate Oasis Park	-\$8,656.09
7	Eliminate Villa Park	-\$10,963.07
<i>Total Approved Client Scope Changes:</i>		-\$72,010.16

Final Cost Proposal

NO	DESCRIPTION	COST (\$)
1	Original Proposal Cost	\$293,323.84
2	Total Approved Value Added Options	\$6,124.00
3	Total Client Requested Scope Changes	-\$72,010.16
Final Project Cost		\$227,437.68

SECTION 2 – PROJECT DURATION SUMMARY

Approved Value Added Options

NO	DESCRIPTION	DURATION
1	Deduct Rain Sensors	-1
2	Replace Booster Pump at Autumn Grove with a AY McDonald Booster Pump	0
3	6" Hunter 1-25 to 4" Rain Stainless Steel Pro Sport	0
4	Add Flow Sensors	9
<i>Total Approved Value Added Options:</i>		8

Client Requested Scope Changes

NO	DESCRIPTION	DURATION
1	Change CP Victoria East from a new install (\$87,427.56) to Replacing water service, new two wire path, new CS 3500 Controller and some additional main line and Quick Coupler valves. (\$38,785.00)	14
2	CP Lexington Ball Field Base Quote (\$29,412.44) to 2 wire Acclima only in ball field. (\$16,317.00)	7
3	CP Lexington Flowers (Street Scape) Additional Two Wire	5
4	Eliminate Oasis Park	-4
5	Eliminate Villa Park	-2
<i>Total Approved Client Scope Changes:</i>		20

Final Project Duration

NO	DESCRIPTION	DURATION (Calendar Days)
1	Original Proposal Duration (Days)	62
2	Total Approved Value Added Options (Days)	9
3	Total Client Requested Scope Changes (Days)	20
Final Project Duration		91

SECTION 3 – PROJECT SCHEDULE

A complete project schedule identifying **major** activities and actions/decisions required from the client

*See Note Below

No	Activity / Task	Duration	Start Date	End Date
1	Notice to Proceed			
2	Long Lead Items			
3	Major Construction Activity			
4	Major Construction Activity			
5	Client Decision			
6	Major Construction Activity			
7	Major Construction Activity			
8	Major Construction Activity			
9	Major Construction Activity			
10	Major Construction Activity			
11	Client Decision			
12	Substantial Completion			
13	Final Payment			

Contractor tasks are in "black", Client tasks are in "blue", Risky activities are in "red"

*Schedule to be coordinated with all proposal packages and will accommodate City of Roseville Parks & Recreation program schedule provided in RFP.

*Detailed project schedule to be provided & approved by City prior to start date.

SECTION 4 – RISK MANAGEMENT PLAN

A complete list of all pre-identified risks that the Vendor does not control.

Identified Risk 1:	Signal to the cell cards maybe weak due to a steel box.
Solution / Strategy:	A Non Metallic Box

Identified Risk 2:	Electrical interference on the incoming power or into the two wire path caused from VFD's or High Voltage power lines to close the wire path.
Solution / Strategy:	Frequency filters and using twisted wire or relocate controller and/or two wire path.

Identified Risk 3:	Materials cost inflation over the three year contract period.
Solution / Strategy:	Purchase all the materials in the year that the contract was awarded.

SECTION 5 – SCOPE OVERVIEW

A clear description of “what’s in” and “what’s out” of the scope.

Eliminate Oasis Park and Villa Park.

C.P. Victory East is not a new install, we will be reconstructing water service, pouring a new concrete pad, installing new metal enclosure, adding new Acclima 3500 moisture sensing control system, moving controller to new irrigation enclosure, installing flow sensor, running a new two wire path to existing control valves, moving main line around new play area and reconnecting cut off zones. Installing quick couple valves behind pitcher mound. Raising heads and moving heads when they regrade park.

C P Lexington install new controller and two wire path to ball fields only. Add a flow sensor. C P Lexington flowers providing new two wire path to flowers and turf zones and new zones to separate the turf from flowers. Also adding additional moisture sensors.

Acorn Park is installing a Acclima controller and a moisture sensor.

C.P. Dale West is installing a Acclima controller and a moisture sensor.

Langton Lake is installing a Acclima controller and a moisture sensor.

Lexington Park is adding and reconnecting to existing irrigation.

Rosebrook Park is installing a Acclima controller and a moisture sensor.

Evergreen Park is installing new irrigation to four ball field.

Autumn Grove is installing a new irrigation system.

SECTION 6 – PROJECT ASSUMPTIONS

A detailed list of all proposal assumptions that may impact cost, schedule, or satisfaction.

Assumption 1:	C.P. Victoria East any damaged heads due to grading was the city's responsibly for damaged heads.
Solution / Strategy:	If our assumption was incorrect, we will....

Assumption 2:	Anderson Irrigation is assuming all wires that are to be reused are in good condition.
Solution / Strategy:	If our assumption was incorrect, we will install new wires. The City is responsible for additional costs.

SECTION 7 – PROJECT ACTION ITEM CHECKLIST

A separate checklist should be created for the Client Representatives and the Vendor that includes the major activities, tasks, or decisions that will need to be made.

Vendor Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party

Client Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Cell modems for irrigation controllers (9)	07/01/14		City

SECTION 8 – CONTACT LIST

Provide a list of critical individuals on this project (Client Representatives, Contractor, Subcontractors, Suppliers, etc)

No	Name	Company/Position	Phone	Email
1	Gregg Anderson	Project Manager	612-282-6330	Gregg@andersonirrigation.com
2	Brandon Anderson	Site Superintendent	612-282-6333	Brandon@andersonirrigation.com
3	MIDC	Supplier	651-633-9416	scott@midc-ent.com

City of Roseville
Construction – Proposal Package H (Irrigation)
Best Value Selection Summary

March 17, 2014

Section 1: Summary of Scores

Raw Data								Points				
No	Criteria	Possible Points	H-1	H-2	H-3	H-4	H-5	H-1	H-2	H-3	H-4	H-5
1	Cost Proposal – Total Base	250	\$371,700	\$293,324	\$422,834	\$327,539	\$244,911	164.7	208.7	144.8	186.9	250.0
2	Interview Rating	350	5.8	6.3	7.1	6.3	5.8	288.2	308.8	350.0	308.8	288.2
3	Risk Plan Rating	150	5.0	6.7	4.3	8.3	4.3	90.0	120.0	78.0	150.0	78.0
4	Project Capability Plan Rating	100	5.0	6.7	4.3	9.2	5.0	54.5	72.7	47.3	100.0	54.5
5	Value Added Plan Rating	100	5.0	6.7	4.3	8.3	5.0	60.0	80.0	52.0	100.0	60.0
6	PPI	50	9.7	6.6	5.0	9.9	5.0	49.0	33.3	25.3	50.0	25.3
Total Available Points		1000						706	824	697	896	756

Section 2: Ranking

Proposer	Total Score	Difference
H-4	896	--
H-2	824	72
H-5	756	68
H-1	706	50
H-3	697	9

Section 3: Committee Ratings

Risk Plan Ratings						Capability Plan Ratings						Value-Added Proposal Ratings					
Evaluator	H-1	H-2	H-3	H-4	H-5	Evaluator	H-1	H-2	H-3	H-4	H-5	Evaluator	H-1	H-2	H-3	H-4	H-5
Evaluator 1	5	10	5	10	5	Evaluator 1	5	10	5	10	5	Evaluator 1	5	10	5	10	5
Evaluator 2	5	5	5	5	5	Evaluator 2	5	5	5	5	5	Evaluator 2	5	5	5	10	5
Evaluator 3	5	10	5	10	5	Evaluator 3	5	5	5	10	5	Evaluator 3	5	5	5	5	5
Evaluator 4	5	5	5	5	5	Evaluator 4	5	5	5	10	5	Evaluator 4	5	5	5	5	5
Evaluator 5	5	5	5	10	5	Evaluator 5	5	10	5	10	5	Evaluator 5	5	10	5	10	5
Evaluator 6	5	5	1	10	5	Evaluator 6	5	5	1	10	5	Evaluator 6	5	5	1	10	5
Average	5.0	6.7	4.3	8.3	5.0	Average	5.0	6.7	4.3	9.2	5.0	Average	5.0	6.7	4.3	8.3	5.0

Project Manager Interview Ratings						Site Superintendent Interview Ratings					
Evaluator	H-1	H-2	H-3	H-4	H-5	Evaluator	H-1	H-2	H-3	H-4	H-5
Evaluator 1	10	10	10	10	10	Evaluator	10	10	10	10	10
Evaluator 2	5	10	5	5	10	Evaluator	5	5	5	5	5
Evaluator 3	5	5	5	5	5	Evaluator	5	5	5	5	5
Evaluator 4	5	5	5	5	10	Evaluator	5	5	5	5	5
Evaluator 5	5	5	5	5	5	Evaluator	5	5	5	5	5
Evaluator 6	5	5	10	5	10	Evaluator	5	5	5	5	5

Package I Documents

Natural Resources

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made as of the _____ day of May, 2014, by and between the City of Roseville (hereinafter called the OWNER) and Stantec. (hereinafter called the CONTRACTOR). This AGREEMENT WITNESSETH, that the OWNER and the CONTRACTOR, for the consideration hereinafter stated, agree as follows:

ARTICLE 1. WORK

The CONTRACTOR hereby covenants and agrees to perform and execute all work generally described here and in accordance with the provisions of the plans and specifications as prepared by the City of Roseville, and referenced in Article 5, as approved by OWNER.

**City of Roseville Parks and Recreation Renewal Program
Proposal Package I Natural Resource Improvements
Roseville Project Number: 007-2014**

and to do everything required by this Agreement and the Contract Documents.

ARTICLE 2. CONTRACT TIME

- 2.1 Completion – The CONTRACTOR agrees that the work contemplated by this contract shall be fully and satisfactorily completed as stated in the Special Conditions and titled “Execution of the Work and Completion Dates”.
- 2.2 Liquidated damages – OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each day that expired after the time specified in Paragraph 2.1 for Substantial Completion until the work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each calendar day that expires after the time specified in Paragraph 2.1 for completion and readiness for final payment.

ARTICLE 3. CONTRACT PRICE

The OWNER agrees to pay and the CONTRACTOR agrees to receive and accept payment in accordance with the prices bid for the unit, or lump sum items as set forth in the Conformed Copy of Proposal, form hereto attached which prices shall conform to those in the accepted CONTRACTOR’S Proposal on file in the office of the City Manager of the City of Roseville, Minnesota, the aggregate of prices based on the Pre-Award Document, is \$1,500,000.00. Final payment shall be made in accordance with the CONTRACTOR’S Proposal Form in accordance with the General Conditions and Pre-Award Document.

ARTICLE 4. PAYMENT PROCEDURES

The OWNER will make progress payments on account of the Contract Price as provided in the GENERAL CONDITIONS, under Section 230, and as follows:

- 4.1 Progress and final payments will be on the basis of the CONTRACTOR'S Application for Payment as approved by the Parks and Recreation Director.
- 4.2 The OWNER shall retain 5% of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. However, when the work is substantially complete, the retained amount may be reduced by the owner at its sole discretion below 5% to only that amount necessary to assure completion.
- 4.3 With the written approval of Bonding Company, a sum sufficient to increase the total payments of the CONTRACTOR to 98% of the Contract Price less retainage as the CITY OF ROSEVILLE shall determine for all uncompleted work and unsettled claims.
- 4.4 Upon final completion of the work and settlement of all claims and receipt of Minnesota State Withholding Certificate the remainder of the Contract Price will be remitted in accordance with the Contract Documents.

ARTICLE 5. CONTRACT DOCUMENTS

- 5.1 The Proposal Form.
- 5.2 Special Conditions of the Specifications for Public Improvements.
- 5.3 Special Conditions.
- 5.4 General Conditions.
- 5.5 Specifications.
- 5.6 Plans and drawings, which are attached to Specifications are identified as:
 - Proposal Package I Plans
 - Proposal Package I Pre-Award Document
 - Final Construction Plan Set
- 5.7 Addenda 1, 2 and 3.
- 5.8 Contract Bonds.
- 5.9 Certificate of Acknowledgment.
- 5.10 Form of Agreement.
- 5.11 Notice of Award.

This Agreement, together with the documents hereinbefore mentioned, for the Contract, and all documents are as fully a part of the Contract as if attached hereto or herein repeated.

ARTICLE 6. MISCELLANEOUS

- 6.1 Terms used in this Agreement which are defined in section 201 of the General Conditions shall have the meanings indicated in the General Conditions.
- 6.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part their respective interest under any of the Contract Documents and, specifically, the CONTRACTOR shall not assign any monies, due or to become due without the prior written consent of the OWNER.
- 6.3 The OWNER and the CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect of all covenants and obligations contained in the Contract Documents.
- 6.4 This Agreement and Contract Documents constitute the entire agreement and, understanding, promises and obligations between the OWNER and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.
- 6.5 If any provision or portion of this Agreement and the Contract Documents is found to be unenforceable by a court of competent jurisdiction in the course of a legal action brought by one of the parties relative to this Project, all other provisions and portions of this Agreement and the Contract Documents shall survive and remain in full force and effect.
- 6.6 Any dispute or claim arising out of this Project, Agreement, and the Contract Documents shall be governed by the applicable law of the State of Minnesota and any legal actions brought to resolve any such disputes or claims shall be venued in the appropriate state or federal district court for Ramsey County, Minnesota.

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

THE CITY OF ROSEVILLE

CONTRACTOR:
Stantec
2335 Highway 36
St. Paul MN 55113

By: _____
Daniel J. Roe, Mayor

By: _____
Its: _____

By: _____
Patrick J. Trudgeon

By: _____
Its: _____

Attest: _____
(SEAL)

Attest: _____
(CORPORATE SEAL)

OWNER
ADDRESS FOR GIVING NOTICES:

CITY OF ROSEVILLE
2660 Civic Center Drive
Roseville, MN 55113

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR
ADDRESS FOR GIVING NOTICES:

Stantec
2335 Highway 36
St. Paul MN 55113

License No.

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

City of Roseville

Package I: Natural Resources & Restoration

PRE AWARD DOCUMENT

Prepared By: STANTEC CONSULTING SERVICES INC.

1 May 2014

SECTION 1 – FINANCIAL SUMMARY

Approved Value-Added Options

No.	DESCRIPTION	COST (\$)
1	City of Roseville Provides matching funds to be applied to grant applications for completion of Parks Water/Natural Resources Projects from Type, Size & Location table.*	\$368,300
Total Approved Value Added Options:		\$368,300

**Stantec provides grant funding application services/assistance at no charge to City of Roseville for grant applications related to projects identified in the Type, Size & Location table - \$368,300 to be accessed as match funds for successful grant applications.*

Client Requested Scope Changes

No.	DESCRIPTION	COST (\$)
1	NONE – No scope changes requested by CLIENT.	\$0 – Not Applicable
Total Approved Client Scope Changes:		\$0

Final Cost Proposal*

NO	DESCRIPTION	COST (\$)
1	Original Proposal Cost	\$1,131,700
2	Total Approved Value Added Options (Funding for grant match, funding to be accessed only for matching of successful grant applications)	\$ 368,300
3	Total Client Requested Scope Changes	\$ 0
Final Project Cost		\$1,500,000

**Please also refer to Bid Worksheet and Additional Unit Pricing sheets on the following pages*

SECTION 2 – PROJECT DURATION SUMMARY

NOTE: PLEASE ALSO SEE ATTACHED PROPOSED MILESTONE SCHEDULE IN SECTION 3

Approved Value-Added Options

NO	DESCRIPTION	DURATION
1	Completion of additional projects from Type, Size & Location table, contingent upon securing additional, outside grant funding (using \$368,300 value-added funding as grant match)*	2014-2017**
<i>Total Approved Value Added Options:</i>		<i>2014-2017**</i>

**Stantec provides grant funding application services/assistance at no charge to City of Roseville for grant applications related to projects identified in the Type, Size & Location table.*

*** Actual time frame for completion of value-added option will be dependent on the grant program and grant funding timeline – although grant-funded projects may be completed by 2016, there is a strong possibility that grant funding may extend through 2017, particularly for grants which provide 2-year funding.*

Client Requested Scope Changes

NO	DESCRIPTION	DURATION
1	Not Applicable - None	Not applicable
<i>Total Approved Client Scope Changes:</i>		<i>NA</i>

Final Project Duration

NO	DESCRIPTION	DURATION (Calendar Days)
1	Original Proposal Duration (Estimated Days)	976
2	Total Approved Value Added Options (Estimated Days)	1,521
3	Total Client Requested Scope Changes (Days)	0
Final Project Duration		976 to 1,521 days

SECTION 3 – PROJECT SCHEDULE

A complete project schedule identifying **major** activities and actions/decisions required from the client, please also see Milestone Schedule below for additional information.

No	Activity / Task	Duration	Start Date	End Date
1	Notice to Proceed	1 week	May 15 2014	May 15 2014
2	Conduct information gathering/analysis, conduct initial site preparation	6 mos.	May 15 2014	October 31 2014
3	Initial woodland management: invasive brush/tree and related activities	6 mos.	November 1 2014	April 30 2015
4	Initial shoreline and wetland restoration activities	12 mos.	September 1 2014	August 30 2015
5	Lake Management Activities	26 mos.	June 1 2014	September 30 2016
6	Educational signage design/install (design begins August 2014, installation as sign design/manufacture is completed)	24 mos.	August 1 2014	July 2016
7	Public outreach activities, updates to city parks commission (proposed as quarterly updates)	30 mos.	July 2014	December 2016
8	Identify appropriate grant programs to apply matching funds to, apply for grants, execute grant work plan(s)	32 mos.	May 2014	December 2016
9	City of Roseville staff provide review/feedback on grant program recommendations from Stantec	32 mos.	May 2014	December 2016
10	Maintenance of natural areas after initial restoration effort. Schedule varies by natural area type.	28 mos.	September 2014	December 2016
11	City & Contractor restoration work area walk-throughs (timing will be project-specific, but anticipated to occur approximately once every 3 months)	20 mos.	May 2015	December 2016
12	Substantial Completion (may be extended, based on outcomes of grant applications.	4 mos.	September 2014	December 2016
13	Final Payment	Estimated	January 2017	January 2017

Contractor tasks are in "black", Client tasks are in "blue", Risky activities are in "red"



Milestone Schedule

City of Roseville 2014 - 2016 Park Natural Resources & Restoration Program

Anticipated date(s)	Activity
April – May 2014	Clarification phase of RFP process
May 2014	Project initiation meeting and refinement of 2014 work plan City staff, including Parks Planning consultant
Throughout project life (2014-2016)	- Stantec plans and leads a minimum of one public outreach/education/volunteer restoration day at each park identified for management in the Type, Size & Location chart. - Recommended quarterly in-person reports to City Park & Recreation Commission or Natural Resources & Trails Subcommittee

	• Weekly updates to PBSRG/City Staff • Monthly written progress reports to City and staff site tours • Grant application, management and reporting assistance • Develop site-specific binders for record keeping
2014 - 2016	Conduct proactive outreach to build interagency support, cooperative assistance, and grant funding to leverage existing Roseville Park Renewal Program funds and increase the overall amount of initial restoration and ongoing maintenance work that can be completed with the City's \$1.5M. The goal will be to conduct outreach to build support/teams and apply for grants early to allow for the most work to be completed with grant funding during the anticipated project life. (Our goal is to successfully secure a minimum of \$200,000 to \$400,000 of grants and in-kind assistance to increase initial restoration efforts and further improved long-term outcomes for natural areas).
Spring 2014	• Initiate site preparation activities at restoration sites, particularly those that require control of pre-existing, nonnative/invasive vegetation. • Information gathering/analysis for wetland hydrologic restoration sites to develop feasibility reports for HANC wetland, wetlands at Acorn Park and similar sites. • Gather field survey information for stream restoration at Oasis Park to inform restoration design • Conduct lake aquatic vegetation surveys at Langton and Bennett Lakes (and potentially Owasso); develop Lake Management Plans to enable grant application for MN DNR programs and others (spring and summer 2014) • Quarterly reports to City parks committee • Develop biocontrol plan for parks to release biocontrol agents (e.g. purple loosestrife, spotted knapweed, leafy spurge, Eurasian water milfoil, and garlic mustard-when it becomes available) at appropriate sites and integrate with other restoration activities
Summer 2014	• Continue site preparation activities at select restoration sites (e.g. shoreline, stream, wetland, prairie, woodland restoration areas) • Native seeding of select areas that require limited site preparation (e.g. frog pond at Central Park, east side of Bennett Lake) • Conduct planting (and grading, if needed) in shoreline areas where site preparation activities are complete. • Grow-in maintenance at sites where initial restoration work was accomplished (e.g. Langton Lake woodland and shoreline restoration areas) • Biocontrol release at select parks with invasives receptive to biocontrol agents (e.g. purple loosestrife, spotted knapweed, leafy spurge, and garlic mustard-when it becomes available) • Grant applications to leverage Park Renewal Program Funds (esp. MN DNR CPL grant)

	• Monitor restoration sites
Fall/Winter 2014	• Substantial invasive brush and tree management work begins. Winter 2014-15 goal is >50% invasive tree/brush work at all sites, with the potential for completing 100% of initial invasive brush/tree work. Some invasive brush/tree work may be delayed, with the goal of utilizing Park Renewal Program as grant application(s) matching funds. • Completion of design for projects that included a feasibility analysis, including wetland projects that will require grading to restore historic hydrologic conditions, and stream restoration site in Oasis Park. • Dormant prairie and woodland seeding in select areas. • Monitor restoration sites
Spring 2015	• Substantial construction/vegetative restoration of projects where site preparation was successfully completed in 2014, as well as sites where feasibility analysis and design work was completed • Conduct supplemental tree planting work in select locations (e.g. forest/savanna restoration areas) • Prescribed burn of select shoreline, prairie, savanna, and wetland restoration locations to prepare sites for seeding/planting and to set back nonnatives. • Native seeding work in select prairie and savanna sites • Grant application for in-lake treatments of AIS • Monitor restoration sites
Summer 2015	• Substantial grow-in maintenance work including mowing, spot spraying in prairie, savanna and wetland restoration areas, as well as protective fencing in shoreline restoration plantings. • Monitor restoration sites
Fall 2015	• Conduct grow-in maintenance of woodland areas, including foliar spray of invasive brush/tree resprouts or new seedlings. Spot treatment of wetland vegetation • Follow-up treatment of invasive, nonnative trees and shrubs • Monitor restoration sites
Fall/Winter 2015-16	• Completion of invasive brush and tree management work, including invasive brush/tree work that may have been delayed as a result of grant application(s). • Forest management, including ongoing selective invasive, nonnative tree removal to release desirable, native hardwood trees. • Follow-up treatment of invasive, nonnative trees and shrubs • Monitor restoration sites • Dormant prairie and woodland seeding. • Monitor restoration sites • Begin training opportunities for City staff
Spring 2016	• Ongoing grow-in maintenance for initial restoration efforts at prairie, savanna, forest, wetland, stream, pond and other sites. • Conduct supplemental tree planting work in select locations (e.g. forest/savanna restoration areas) • Evaluation of AIS at Lake sites, preparation for treatment

	• Prescribed burn of select shoreline, prairie, savanna, and wetland restoration locations to prepare sites for seeding/planting and to set back nonnatives. • Conduct supplemental native seeding work in select prairie and savanna sites, as needed • Monitor restoration sites • Continue training opportunities for City staff (in field to demonstrate the variety of activities required for long-term maintenance of natural areas, as well as how to use the Natural Resources BMP manual developed during the consulting phase of the project)
Summer 2015	• Continued grow-in maintenance work including mowing, spot spraying in prairie, savanna and wetland restoration areas, as well as protective fencing in shoreline restoration plantings. • Monitor restoration sites • Continue training opportunities for City staff
Fall/early winter 2016	• Conduct supplemental native seeding work, as needed • Follow-up invasive brush and tree management work begins (e.g. foliar applications, cut/treat and similar) • Monitor restoration sites • Dormant prairie and woodland seeding. • Monitor restoration sites • Complete training opportunities for City staff • Prepare project binders and folders at end of project for City to have as they prepare for long-term maintenance/management activities. • Close out process for project – transfer files, fill out necessary grant paperwork, presentations to City/public

SECTION 4 – RISK MANAGEMENT PLAN

The list of all pre-identified risks that the Vendor does not control, as submitted during the RFB process.

Identified Risk 1:	Several projects in the “Type, Size and Location” (TSL) table hinge on completion of brief, but appropriately-scaled, feasibility analyses. Examples include hydrologic restoration of the large wetland by the Harriet Alexander Nature Center (HANC) and wetlands at Acorn Park. Cost-effective, and ecologically sustainable wetland hydrologic restoration/implementation will be informed by the outcomes of these analyses. Restoration of these areas using only vegetative restoration, without consideration for hydrologic restoration could result in ineffective restoration/unsustainable long-term outcomes.
Solution / Strategy:	Stantec has the full in-house capability to conduct hydrologic, surveying, water resource engineering analysis on these wetlands to determine the ecological sustainability and cost-effectiveness of conducting hydrologic restoration. We propose to work with the City and other stakeholders to conduct an appropriately-scaled, design-build feasibility analysis that will determine the ecological and financial appropriateness of a range of restoration activities, and develop an approach for wisely utilizing grant/city funding for these efforts, or to redirect them to another area of the park system natural areas.

Identified Risk 2:	Completion of ALL projects listed on the “Type, Size and Location” (TSL) table for the proposed \$1.5M budget will, in our estimation, require securing approximately \$200,000 to \$400,000 of outside grant funding/assistance.
Solution / Strategy:	We have already reviewed and identified the most appropriate grant programs/funding sources for specific projects outlined in the TSL table. With approval from appropriate City staff, we will build interagency partnerships and apply for grant funding with the goal of enabling completion of ALL projects in the TSL table. While there can be no guarantee of fully securing the grant funding needed to complete all projects, our past performance and knowledge of grant programs leads us to believe that we will be successful in obtaining enough grant funding to complete all projects in the TSL table. We have already developed a project sequencing framework that takes into account grant funding cycles and time frames that will enable this approach.

Identified Risk 3:	The Parks Renewal Program has been, at times, controversial with some groups in the community. There is risk to the City, Parks & Recreation Department, and our company if the public perceives that natural resource management work is not proceeding as planned.
Solution / Strategy:	We will utilize the experience of our ecologist, natural resource

	scientists and restoration crew members to sequence and conduct project tasks that not only have significant positive initial ecological impact but also result in ecologically and financially sustainable long-term management. Our goal is to complete all work outlined in the TSL table so that projects are geographically distributed around the city, and completed in a manner that leaves the City with park natural areas that only require ongoing maintenance.
--	---

Identified Risk 4:	Successful completion of this project will require close and frequent coordination between our project manager, Roseville Parks Superintendent and staff, and other involved stakeholders. Incremental slips in schedule could have the potential to become compounded – particularly due to the relatively short time schedule for this project.
Solution / Strategy:	Close adherence to the weekly reporting noted in the RFP will be helpful. However, we will carry out more regular direct contact with City staff and other identified stakeholders. This could include regular weekly meetings with City staff and other stakeholders at City facilities each week to maintain consistent/quality communication and for the overall quality of the project.

Identified Risk 5:	Applications for grant funding will likely target restoration of better quality/ remnant natural areas in the park system. Synchronizing grant cycles/funding with park projects may require that work on some of the higher priority sites be delayed so that park renewal program funds can be used as a match for grants. This could result in a number of outcomes, including concerns by the public about the pace/sequencing of activities.
Solution / Strategy:	Follow an integrated project schedule that takes into account grant funding/sequencing of projects, so Roseville's funds can be effectively leveraged with outside dollars. We will work with Roseville staff to communicate anticipated sequencing to appropriate staff, elected/appointed officials and the public.

SECTION 5 – SCOPE OVERVIEW

STANTEC Roseville Natural Resources and Restoration Bid Worksheet

Section Title	Line Item	Item Description	Unit	Quantity	Cost
Section 1: Central Park Dale East Base Proposal	Required		LS= Lump Sum		
	1.01	Perform approximately 7.5 acre woodland/forest restoration in area CP-U4	LS	1	\$33,750
	1.02	Perform approximately 0.3 acre prairie restoration in areas CP-U5	LS	1	\$1,200
Section 2: Central Park Lexington Base Proposal	Required				
	2.01	Perform approximately 2.75 acre woodland/forest restoration in area CP-U1	LS	1	\$13,750
	2.02	Perform approximately 2.5 acre woodland/forest restoration in area CP-U2	LS	1	\$12,500
	2.03	Perform approximately 0.16 acre shoreline restoration at Bennett Lake	LS	1	\$6,970
	2.04	Perform approximately 0.97 acre shoreline restoration at the Frog Pond buffer	LS	1	\$3,880
Section 3: Langton Lake Park Base Proposal	Required				
	3.01	Perform approximately 20 acre woodland/forest restoration at areas LL-U1 and LL-U3	LS	1	\$40,000
	3.02	Perform approximately 0.1 acre wetland restoration at area LL-W1	LS	1	\$14,750
	3.03	Perform approximately 150 linear foot shoreline restoration at Langton Lake (single area)	LS	1	\$3,000
Section 4: Reservoir Woods Base Proposal	Required				
	4.01	Perform approximately 34 acre woodland/forest restoration at areas RW-U1, RW-U5, and RW-U7	LS	1	\$136,000
	4.02	Perform approximately 41 acre woodland/forest restoration at areas RW-U3, RW-U4, and RW-U6	LS	1	\$164,000
	4.03	Perform approximately 10.5 acre prairie/savanna restoration at area RW-U2	LS	1	\$52,500
	4.04	Perform approximately 8.1 acre wetland restoration at area RW-W2	LS	1	\$32,400
Section 5: Villa Park Base Proposal	Required				
	5.01	Perform approximately 22 acre woodland/forest restoration at areas VL-U1, VL-U2, VL-U3, and adventive woodland areas elsewhere in the park	LS	1	\$99,000
	5.02	Perform approximately 3 acre wetland restoration in area VL-W1	LS	1	\$24,900
Section 6: Oasis Park Base Proposal	Required				
	6.01	Perform approximately 225 linear foot shoreline restoration at northeast side of park and County Road C2 cul-de-sac	LS	1	\$54,000
	6.02	Perform approximately 0.1 acre/330 linear foot stream restoration at east side of outlet channel	LS	1	\$33,000
Section 7: Acorn Park Base Proposal	Required				
	7.01	Perform approximately 25 acre woodland/forest restoration at areas AC-U1, AC-U2, and AC-U3	LS	1	\$149,500
	7.02	Perform approximately 0.25 acre wetland restoration at area AC-W2	LS	1	\$15,000
	7.03	Perform approximately 2 acre prairie restoration at areas between disc golf fairways	LS	1	\$3,000
Section 8: Willow Pond Park Base Proposal	Required				
	8.01	Perform approximately 0.16 acre/640 linear foot shoreline restoration at northeast shoreline	LS	1	\$153,600
Section 9: Other work at all parks, Base Proposal	Required				
	9.01	Develop and install educational/interpretive signage	LS	1	\$75,000
	9.02	Perform public outreach and engage volunteers in natural resource restoration projects	LS	1	\$10,000
Section 10: Allowances	Optional				
This section not used	Required				
Section 11: Alternate Proposal No. 1 (additional restoration work in various parks as directed by the City of Roseville)	Optional	See attached			
This section not used	Required				
					\$1,131,700

Stantec Additional Proposed Unit Pricing

Attachment L: Schedule of Unit Price Values

Proposal Package 'I'

Natural resources and restoration projects

27-Jan-14

- 1 The proposer shall provide unit prices for the following items to facilitate construction of the improvements for ADDED quantities of the work described below. Added work may occur in any of the parks where other work is required as a part of this proposal package.
- 2 Quantities listed in this schedule are additional quantities IN A CALENDAR YEAR. A change order will be created to facilitate payments based on the ADDED quantity of each item in each calendar year of the project.
- 3 This schedule must be submitted as a part of the proposal. Failure to submit this schedule may result in disqualification of the proposer.

Item	Description	Additional quantity	Unit	Unit Price		
				2014	2015	2016
1a	Perform additional woodland/forest restoration in various parks as directed by City of Roseville	less than 1.0	acre	\$ 5,500	\$ 5,665	\$ 5,835
1b	Perform additional woodland/forest restoration in various parks as directed by City of Roseville	1.0 or more	acre	\$ 5,300	\$ 5,459	\$ 5,623
2a	Perform additional wetland restoration in various parks as directed by City of Roseville	less than 1.0	acre	\$ 5,100	\$ 5,253	\$ 5,411
2b	Perform additional wetland restoration in various parks as directed by City of Roseville	1.0 or more	acre	\$ 4,800	\$ 4,944	\$ 5,092
3a	Perform additional prairie restoration in various parks as directed by City of Roseville	less than 1.0	acre	\$ 2,150	\$ 2,215	\$ 2,280
3b	Perform additional prairie restoration in various parks as directed by City of Roseville	1.0 or more	acre	\$ 2,050	\$ 2,110	\$ 2,175
4a	Perform additional prairie reconstruction in various parks as directed by City of Roseville	less than 1.0	acre	\$ 2,150	\$ 2,215	\$ 2,280
4b	Perform additional prairie reconstruction in various parks as directed by City of Roseville	1.0 or greater	acre	\$ 2,050	\$ 2,110	\$ 2,175
5a	Perform additional prairie/savanna restoration in various parks as directed by City of Roseville	less than 1.0	acre	\$ 5,750	\$ 5,923	\$ 6,100
5b	Perform additional prairie/savanna restoration in various parks as directed by City of Roseville	1.0 or greater	acre	\$ 5,400	\$ 5,562	\$ 5,728
6a	Perform additional shoreline restoration in various parks as directed by City of Roseville	less than 100	linear foot	\$ 240	\$ 247	\$ 255
6b	Perform additional shoreline restoration in various parks as directed by City of Roseville	100 or more	linear foot	\$ 215	\$ 221	\$ 228
7a	Perform additional stream restoration in various parks as directed by City of Roseville	less than 100	linear foot	\$ 240	\$ 247	\$ 255
7b	Perform additional stream restoration in various parks as directed by City of Roseville	100 or more	linear foot	\$ 215	\$ 221	\$ 228

C:\Users\jmricho\Documents\Roseville Parks\04 SPECIFICATIONS\Attachments\Proposal Package I\Attachment L.xlsx\Proposal Package I

Grant funding assistance: As noted above, Stantec will provide in-kind assistance to identify suitable grant programs to leverage City funding, including preparation of grant project scoping and grant application development. Stantec will follow this general procedure for review/approval of grant applications:

- Stantec screens grant programs to when Stantec identifies a grant opportunity that appears to be a good fit for Roseville Parks Natural Resources & Restoration Project, Stantec natural resources staff will:
 - o Provide a written summary of the grant(s)
 - o Recommend the project(s) that appear to be a best fit for the grant,
 - o Recommend a match amount (funds from City)
- City will review recommendations and provide feedback and if appropriate, written authorization to apply for grant(s).

SECTION 6 – PROJECT ASSUMPTIONS

A detailed list of all proposal assumptions that may impact cost, schedule, or satisfaction.

Assumption 1:	Stantec has assumes that it will be possible to secure approximately \$200,000 to \$400,000 of grant funding to complete all projects outlined in the Type, Size and Location Table.*
Solution / Strategy:	If our assumption was incorrect, we will only be able to complete a portion of the projects outside of the Core Project list included in the RFB. As well, should grant applications be successful but late in the project, the overall time frame for the project may be extended with the goal of still completing restoration work as close as practicable to the anticipated project end date of December 2016.

**Stantec will provide grant funding application services/assistance at no charge to City of Roseville for grant applications related to projects identified in the Type, Size & Location table.*

Assumption 2:	Weather conditions will enable Stantec restoration crews to work conduct effective invasive tree/brush treatments between November and March of each winter (i.e. if snow cover exceeds 6 inches for more than two months during the winter, there could be a potential delay in work to ensure successful outcomes)
Solution / Strategy:	Due to winter weather conditions being outside of the control of either the Client or Vendor, invasive brush/tree work may be shifted to occur in late winter/early spring or in part delayed to enable efficient and effective completion of work.

Assumption 3:	Timely completion of some restoration projects hinges on timely completion of some park development projects and/or coordination with other contractors.
Solution / Strategy:	If our assumption was incorrect, we will work closely with City staff and contractors working on other parks projects to minimize disruption to the project outcomes, timeline, and accessibility of park areas by the public.

SECTION 7 – PROJECT ACTION ITEM CHECKLIST

A separate checklist should be created for the Client Representatives and the Vendor that includes the major activities, tasks, or decisions that will need to be made.

Vendor Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Initial restoration efforts completed (woodland, shoreline, wetland). Estimated date	December 2015	none	Stantec
2	Grant applications to appropriate programs to leverage dedicated City grant match funds (\$368,300)	Various	Up to \$368,300*	Stantec
3	Periodic and final field reviews of restoration results (by City and Stantec, estimated to occur in fall each year, or as-needed by project type)	Various	None	Stantec
4	Submit interpretive sign content and graphics as well as sign installation location to City for review/approval	Various	None	Stantec
5	Updates to City Park commission or other body as agreed to with City Parks staff	Quarterly	None	Stantec
	Provide City with park resource information for future management at end of project (est. December 2016, but may be extended depending on grant funding)	December 2016	None	Stantec

**actual amount of funding used for match will be dependent on identified grant programs, proposed to be funded by grants, grant programs approved by City to pursue and similar factors.*

Client Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Review grant programs/funding amount City approves of applying for.	Various	Up to \$368,300*	City
2	Periodic and final field reviews of restoration results (by City and Stantec, estimated to occur in fall each year, or as-needed by project type)	Various	None	City
3	Review/approve interpretive sign content and graphics as well as sign installation location	Various	None	City
4	Review/provide feedback on park resource management plans/documents	December 2016	None	City
5	Review/approve grant funding required submittals	Various	None	City

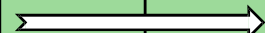
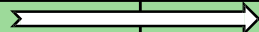
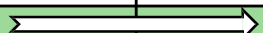
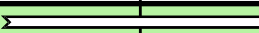
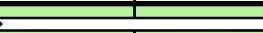
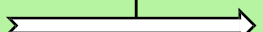
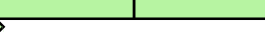
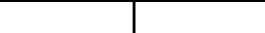
**actual amount of funding used for match will be dependent on identified grant programs, proposed to be funded by grants, grant programs approved by City to pursue and similar factors.*

SECTION 8 – CONTACT LIST

Provide a list of critical individuals on this project (Client Representatives, Contractor, Subcontractors, Suppliers, etc)

No	Name	Company/Position	Phone	Email
1	Jeff Evenson	City of Roseville Parks/Public Works Manager	651.792.7107 651.775.3519m	jeff.evenson@ci.roseville.mn.us
2	Paul Bockenstedt	Stantec Consulting Services Inc. Project Manager/Ecologist	651.604.4812 651.775.5331m	paul.bockenstedt@stantec.com
3	John Smyth	Stantec Consulting Services Inc. Project Manager /Aquatic Ecologist	651.604.4708 651.775.5104m	john.smyth@stantec.com
4	Andrew Wendlandt	Stantec Consulting Services Inc. Restorationist	651.636.4600 612.910.8724m	andrew.wendlandt@stantec.com

ROSEVILLE PARKS NATURAL RESOURCES AND RESTORATION PROJECT

Activity	Task (Milestones)	Proposed Phasing/Milestones												
		2014				2015				2016				
		Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	
Public engagement/ involvement	Field volunteer days (e.g. "sow your wild oats" days), interpretive hikes, and/or similar													
Interpretive Signage	Apply for grant funding													
	Signage plan development/review													
	Sign manufacture													
	Sign installation													
Woodland/Forest restoration	Cut/treat invasives													
	Apply for grant funding													
	Supplemental seeding													
	Follow-up treatment/Grow-in maintenance													
	Supplemental tree planting													
Prairie/Savanna Restoration	Apply for grant funding													
	Cut/treat invasive woody trees/brush													
	Apply for grant funding													
	Supplemental seeding													
	Follow-up treatment/Grow-in maintenance													
	Supplemental tree planting													
Shoreline restoration	Apply for grant funding/concept design													
	Survey, field evaluation, design													
	Site preparation													
	Seeding, planting, goose/rodent protection													
	Grow-in maintenance													
Wetland restoration (vegetative only)	Site preparation, cut/treat invasives, mow, burn if necessary													
	Supplemental seeding/planting when appropriate													
	Grow-in maintenance													
	Biocontrol releases													
Wetland restoration	Apply for grant funding/concept design													
	Information gathering (survey, field evaluation, design)													
	Construction/earthmoving, outlet install, & similar													
	Site preparation, cut/treat invasives, mow, burn if necessary													
	Supplemental seeding/planting when appropriate													
	Grow-in maintenance													
	Biocontrol releases													
City Compost Facility Water Quality Improvements	Apply for grant funding/concept design													
	Information gathering (survey, field evaluation, design)													

ROSEVILLE PARKS NATURAL RESOURCES AND RESTORATION PROJECT

Activity	Task (Milestones)	Proposed Phasing/Milestones												Stantec	
		2014				2015				2016					
		Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter		
	Construction/earthmoving, outlet install, & similar														
	Site preparation, cut/treat invasives, mow, burn if necessary														
	Supplemental seeding/planting when appropriate														
	Grow-in maintenance														
	Biocontrol releases														
Lake Management Services (Aquatic Invasive Species (AIS) Treatment)	Lake aquatic vegetation survey/mapping														
	Lake management plan development														
	Apply for grant funding														
	AIS in-lake spot treatment														
	Vegetation survey to monitor management outcomes														
	Biocontrol releases (if available)														
Stream Restoration	Apply for grant funding														
	Information gathering (survey, field evaluation, design														
	Construction/earthmoving, bioengineering														
	Vegetative restoration														
	Live tree/plant installation														
	Grow-in maintenance														

ROSEVILLE PARKS RENEWAL PROGRAM - NATURAL RESOURCE PROJECT TYPE, SIZE & LOCATION							
Park	Location within park	Area Map Location	Activity Type	Estimated Size	Type		Sample Tasks/Notes
	Abbreviations indicate projects identified in the 2002 Natural Resource Management Plan	Maps of individual project areas are provided where possible for informational purposes only. All project areas must be field verified.		AC, SF or LF	Habitat	Water quality	Base bid
CENTRAL PARK LEXINGTON	Bennett Lake	N/A	Stock piscivorous fish	Lake			Coordinate potential stocking with/by MN DNR to reduce number of small fish that feed on zooplankton. Fish may also be purchased and released from private hatchery with permit.
Stream restoration							
OASIS	Outlet channel, East side	Attachment N	Stream restoration	0.1 AC./330 LF		X	Improvements to stream outlet infrastructure/riffles and vegetative restoration to improve both stability and water quality. Requires hydrologic analysis and additional field evaluation to determine if feasible.
Water quality improvements							
CENTRAL PARK DALE EAST	Compost Facility	N/A	Water quality improvements	675 LF, 2 RWG		X	Design/build of BMPs to treat nutrient-rich runoff from compost facility to HANC wetland. Approach may include features such as rainwater gardens and site clean-up. Additional analysis and design to determine if feasible - \$17,000.
Wetland Restoration							
CENTRAL PARK DALE EAST	CP-W1	Roseville Natural Resources Management Plan (2002)	Wetland Restoration	35.5 AC	X	X	Feasibility study for hydrologic restoration. Vegetative restoration and management of excessive nutrients from the City compost facility. Biocontrol agent release(s) for purple loosestrife, treat Reed Canary Grass Site is part of the HANC interpretive programming/facility.
CENTRAL PARK NORTH	CP-W8, W9, W10, W11	Roseville Natural Resources Management Plan (2002)	Wetland Restoration	9.5 AC	X		This is a large wetland complex between CR C and Lake Owasso. Management of invasives would be the highest priority, although there would likely be limited return on investment for restoration effort (unlikely to significantly reduce purple loosestrife or reed canary grass). Best opportunity is likely through additional biocontrol release for purple loosestrife.
CENTRAL PARK NORTH	SW side of Lake Owasso	Roseville Natural Resources Management Plan (2002)	Wetland Restoration	5-15 AC	X		Area includes narrowleaf cattail and purple loosestrife, as well as reed canary grass. Treat invasives, prescribed burn(s), native seeding, biocontrol agent release.
CENTRAL PARK VICTORIA EAST	CP-W2, W3, W4, W5	Roseville Natural Resources Management Plan (2002)	Wetland Restoration	24.3	X		These areas could potentially be reviewed (further study) for hydrologic restoration, as well as vegetative restoration. However, these wetland areas may have minimal opportunity for significant improvement given constraints of existing recreational features in park, and with neighboring yards/residences. Need to determine feasibility of work - requires some survey - \$12,500.
LANGTON LAKE	LL-W1	Roseville Natural Resources Management Plan (2002)	Wetland Restoration	0.1 AC	X	X	Site analysis, restoration design for hydrologic and vegetative restoration of drained wetland. Spray reed canary grass, restore original outlet elevation.
RESERVOIR WOODS	RW-W2	Roseville Natural Resources Management Plan (2002)	Wetland Restoration	8.1 AC	X		This wetland is among the top quality wetlands in Roseville's park system. Management work is anticipated include cut/treat of invasive brush during winter time, spot treatment of reed canary grass, as well as biocontrol release for purple loosestrife. May be a candidate for grant funding.
VILLA	VL-W1	Roseville Natural Resources Management Plan (2002)	Wetland Restoration	3 AC	X	X	This project is being included in the event that the hydrologic/vegetative restoration of this wetland basin is not included in the work being conducted with the Capital Region Watershed District. Work may include tile location/disablement of drain tile and management of invasive, nonnative herbaceous vegetation (i.e. purple loosestrife and reed canary grass)
LADYSLIPPER	Wetland	Attachment N	Wetland Restoration	10 AC	X		Manage narrow-leaf cattail and other potential invasives.
ACORN	AC-W2	Roseville Natural Resources Management Plan (2002)	Wetland Restoration	0.25 AC	X	X	Topographic survey needed, along with hydrologic analysis. If determined feasible, ditch block and native vegetation restoration are primary activities. Could qualify as a water quality project (increase storage/treatment). Construction cost estimate requires to be combined with Langton Wetland Restoration Project.
ACORN	AC-W5	Roseville Natural Resources Management Plan (2002)	Wetland Restoration	5 AC	X		Manage purple loosestrife with biocontrol, invasive vegetation management (RCG & glossy buckthorn) in areas mapped as wet meadow and willow swamp (MLCCS): total estimated 5 acres
ACORN	AC-W1	Roseville Natural Resources Management Plan (2002)	Wetland Restoration	4 AC	X		Purple loosestrife biocontrol release
WILLOW POND	Wetland in north arm of park	Attachment N	Wetland Restoration	0.73 AC	X		This wetland is dominated by the nonnative reed canary grass, as well as the native river bulrush. Treatment of reed canary grass may or may not result in significant improvement in the quality of the vegetative community at this site.
OWASSO HILLS	Wetland area to NW of play structures	Attachment N	Wetland Restoration	0.32 AC	X		This project primarily involves management of invasive, nonnative reed canary grass with supplemental native seeding/plantings of native sedges, grasses, flowers.
OWASSO HILLS	Storm pond buffers	Attachment N	Wetland Restoration	0.71 AC	X	X	Relatively low priority project to manage invasive, nonnative reed canary grass and seed/plant native grasses, sedges and flowers.

ROSEVILLE PARKS RENEWAL PROGRAM - NATURAL RESOURCE PROJECT TYPE, SIZE & LOCATION							
Park	Location within park	Area Map Location	Activity Type	Estimated Size	Type		Sample Tasks/Notes
	Abbreviations indicate projects identified in the 2002 Natural Resource Management Plan	Maps of individual project areas are provided where possible for informational purposes only. All project areas must be field verified.		AC, SF or LF	Habitat	Water quality	Base bid
POCAHONTAS	SE side	Attachment N	Wetland Restoration	.11 AC	X		This project would primarily be managing reed canary grass and attempting to convert to natives. Wetland appears to have significant water level bounce. This project would have a low probability of success and is therefore not recommended.
VALLEY	Downstream Storm Pond	Attachment N	Wetland Restoration	0.28 AC		X	Install and maintain native emergent and shoreline buffer vegetation, including protective fencing and grow-in maintenance.
Woodland/Forest Restoration							
CENTRAL PARK DALE EAST	CP-U4	Roseville Natural Resources Management Plan (2002)	Woodland/Forest Restoration	7.5 AC	X		Cut/treat invasives, native seeding, Rx burn, follow-up treat invasive brush
CENTRAL PARK LEXINGTON	CP-U1	Roseville Natural Resources Management Plan (2002)	Woodland/Forest Restoration	2.75 AC	X		Cut/treat invasive, nonnative shrubs (and select nonnative/invasive trees), prescribed burn of select areas, supplemental native seeding, follow-up treatment of invasives for two years. Includes restoration of areas between trails on north side of Bennett Lake.
CENTRAL PARK LEXINGTON	CP-U2	Roseville Natural Resources Management Plan (2002)	Woodland/Forest Restoration	2.5 AC	X		Cut/treat invasive, nonnative shrubs (and select nonnative/invasive trees), prescribed burn of select areas, supplemental native seeding, follow-up treatment of invasives for two years.
CENTRAL PARK NORTH	Upland on east/west of large wetland	Roseville Natural Resources Management Plan (2002)	Woodland/Forest Restoration	5.6 AC	X		Potential management activities could include cut/treat of invasive woody plants, treat invasive herbaceous plants, supplement enrichment of native grasses and forbs.
CENTRAL PARK NORTH	SW side of Lake Owasso	Roseville Natural Resources Management Plan (2002)	Woodland/Forest Restoration	2 AC	X		Area includes semi-open woodland/grassland dominated by nonnatives. This site is a relatively low priority, from an ecological perspective.
CENTRAL PARK VICTORIA EAST	CP-U3	Roseville Natural Resources Management Plan (2002)	Woodland/Forest Restoration	13.8 AC	X		Includes some smaller, narrow areas outside of the original area mapped as CP-U3 in the Parks NRMP. Cut/treat invasives, native seeding, follow-up treat invasives
LANGTON LAKE	Previously managed woodland areas. LL-U1, LL-U3	Roseville Natural Resources Management Plan (2002)	Woodland/Forest Restoration	20 AC	X		Initial management occurring 2012-14. Restoration efforts for this project should include activities that will continue to improve native composition, structure and function.
LANGTON LAKE	LL-U2, LL-U3	Roseville Natural Resources Management Plan (2002)	Woodland/Forest Restoration	10 AC	X		Management of new woodland areas. Estimated 10 acres. Cut/treat invasives, native enrichment seeding, follow-up invasives management/spot treatment
RESERVOIR WOODS	RW-U1, RW-U5, RW-U7	Roseville Natural Resources Management Plan (2002)	Woodland/Forest Restoration	34AC	X		NATIVE FOREST: Invasive brush management, invasive herbaceous vegetation management, supplemental native seeding of 10 acres, two years of ongoing invasive/nonnative treatment. With exception of RW-U5, these areas have not been previously managed. Includes area west of Victoria.
RESERVOIR WOODS	RW-U3, RW-U4, RW-U6	Roseville Natural Resources Management Plan (2002)	Woodland/Forest Restoration	41 AC	X		ADVENTIVE/PLANTED FORESTS: Invasive brush management, invasive herbaceous vegetation management, supplemental native seeding, grow-in period invasive/nonnative treatment. Includes some previously managed areas.
VILLA	VL-U1, VL-U2, VL-U3, and adventive woodland areas elsewhere in the park	Roseville Natural Resources Management Plan (2002)	Woodland/Forest Restoration	22 AC	X		Woodland has historically supported breeding pair of red-shouldered hawks, a state-listed species. Woodland restoration would benefit natural areas quality and wildlife. Cut/treat invasive trees and shrubs, treat invasive/ nonnative herbaceous species, potentially native seed, two years of maintenance activities.
LADYSLIPPER	Edges of wetland	Attachment N	Woodland/Forest Restoration	4.09 AC	X		Cut/treat invasive, nonnative shrubs. This is relative low priority due to proximity to residential lots, poor accessibility.
OASIS	Multiple locations around park	Attachment N	Woodland/Forest Restoration	3.42 AC	X		Invasive cut/treat, reintroduce native woodland grasses and flowers where possible, two years of follow-up treatments.
ACORN	Woodland/Forest AC-U1, AC-U2, AC-U3	Roseville Natural Resources Management Plan (2002)	Woodland/Forest Restoration	25 AC	X		Cut/treat invasives, native seeding, Rx burn, follow-up treat invasive brush. Approximately 24.7 acres.
APPLEWOOD PARK	East border	Attachment N	Woodland/Forest Restoration	0.23 AC	X		Cut/treat invasive woody brush/trees, chip/remove, selective thin to favor native hardwood trees, spray ground layer x2, native seeding & 2 years grow-in maintenance.
WILLOW POND	All woodland areas	Attachment N	Woodland/Forest Restoration	6.13 AC	X		Cut/treat invasives, native woodland seeding, potential planting of native bare root tree stock, 2 years grow-in maintenance.
MATERION	All woodland areas	Attachment N	Woodland/Forest Restoration	6.6 AC	X		Work anticipated to include cut/treat of invasive, nonnative shrubs and select nonnative trees (release cuts for desirable native trees), native seeding. Due to the prevalence of invasive, nonnative species at all structural layers, natural areas restoration of this park will require a significant effort.

ROSEVILLE PARKS RENEWAL PROGRAM - NATURAL RESOURCE PROJECT TYPE, SIZE & LOCATION							
Park	Location within park	Area Map Location	Activity Type	Estimated Size	Type		Sample Tasks/Notes
	Abbreviations indicate projects identified in the 2002 Natural Resource Management Plan	Maps of individual project areas are provided where possible for informational purposes only. All project areas must be field verified.		AC, SF or LF	Habitat	Water quality	Base bid
COTTONTAIL PARK	Entire park	Attachment N	Woodland/Forest Restoration	7.56 AC	X		This nonnative, invasive-dominated woodland is in severely degraded condition and will require extensive management to improve in native species composition, habitat value and overall structure/function. Cut/treat invasive shrubs and select nonnative trees to release desirable native trees (it is not practical to consider cutting all Siberian elm here), Rx fire, native seeding, plant native hardwood bare root seedlings, 2 years follow-up management/maintenance.
PIONEER	Woodland areas	Attachment N	Woodland/Forest Restoration	2.48 AC	X		Invasive cut/treat, reintroduce native woodland grasses and flowers where possible, two years of follow-up treatments. This site was significantly disturbed in the past, but is an important extension of the natural areas in Reservoir Woods.
POCAHONTAS	unmaintained areas on east side of park	Attachment N	Woodland/Forest Restoration	1.26	X		The area is relatively open with a herbaceous layer dominated by nonnative grasses and invasive weeds. Anticipated restoration to forest may include cut/treat select
VALLEY	All woodland areas	Attachment N	Woodland/Forest Restoration	3.5 AC	X		For the most part, this forest is significantly disturbed and included recently developed forest as well as remnant oak forest that has been disturbed by past filling and/or encroachment. Activities may include cut/treat of invasive species, native seeding, reforestation of west side of south storm pond.
TAMARACK	All woodland areas	Attachment N	Woodland/Forest Restoration	3.15 AC	X		Plant communities at this site are adventive and relatively degraded, but provide valuable continuity with the Ramsey County wetland mitigation site and other city-owned sites further west/northwest. Work would include invasive brush/tree management, herbaceous invasive/nonnative management. Not likely a good candidate for a grant
ROSEBROOK	South boundary	Attachment N	Woodland/Forest Restoration	0.2 AC	X		Cut/treat invasive brush, spray invasive herbaceous vegetation, seed native woodland grasses and flowers, 2 years of grow-in vegetation management
AUTUMN GROVE	Along Hamline Ave., north of tennis courts	Attachment N	Woodland/Forest Restoration	0.6 AC	X		Cut/treat invasives, native seeding, follow-up treatment of invasives for two growing season
WOODHILL	East side of road	Attachment N	Woodland/Forest Restoration	1.6 AC	X		East side of road is 1.6 acres, west side of road is 1.3 acres. Woodland restoration needed on east side of road. Cost assumes work to occur only on east side of Western Ave.
EVERGREEN PARK	South border	N/A	Woodland/Forest Restoratio	0.2 AC	X		Cut/treat invasive brush. This is a small area with limited benefit, ecologically.
OWASSO HILLS	Throughout upland areas	Attachment N	Woodland/Forest Restoration	3.82 AC	X		Includes some areas of remnant prairie/savanna, as well as disturbed woodland restoration. Cut/treat invasive trees/shrubs, treat invasive nonnative herbaceous vegetation, Rx burn of area between trail and RR tracks, native seeding, two years of maintenance

City of Roseville
Construction – Proposal Package I (Natural Resources)
Best Value Selection Summary

April 9, 2014

Section 1: Summary of Scores

Raw Data						Points		
No	Criteria	Possible Points	I-1	I-2	I-3	I-1	I-2	I-3
1	Cost Proposal – Total Base	250	\$1,131,700	\$1,274,000	\$1,493,385	250.0	222.1	189.5
2	Interview Rating	350	9.2	7.5	6.7	350.0	286.4	254.5
3	Risk Plan Rating	150	8.3	5.8	5.8	150.0	105.0	105.0
4	Project Capability Plan Rating	100	8.3	8.3	9.2	90.9	90.9	100.0
5	Value Added Plan Rating	100	7.5	5.0	5.0	100.0	66.7	66.7
6	PPI	50	8.3	9.6	9.0	43.2	50.0	46.9
Total Available Points		1000				984	821	763

Section 2: Ranking

Proposer	Total Score	Difference
I-1	984	--
I-2	821	163
I-3	763	58

Section 3: Committee Ratings

Risk Plan Ratings				Capability Plan Ratings				Value-Added Proposal Ratings			
Evaluator	I-1	I-2	I-3	Evaluator	I-1	I-2	I-3	Evaluator	I-1	I-2	I-3
Evaluator 1	5	5	5	Evaluator 1	10	10	10	Evaluator 1	5	5	5
Evaluator 2	10	5	10	Evaluator 2	10	10	10	Evaluator 2	10	5	5
Evaluator 3	10	10	5	Evaluator 3	10	10	10	Evaluator 3	5	5	5
Evaluator 4	5	5	5	Evaluator 4	5	5	5	Evaluator 4	5	5	5
Evaluator 5	10	5	5	Evaluator 5	10	10	10	Evaluator 5	10	5	5
Evaluator 6	10	5	5	Evaluator 6	5	5	10	Evaluator 6	10	5	5
Average	8.3	5.8	5.8	Average	8.3	8.3	9.2	Average	7.5	5.0	5.0

PM Interview Ratings				Site Super. Interview Ratings			
Evaluator	I-1	I-2	I-3	Evaluator	I-1	I-2	I-3
Evaluator 1	10	10	5	Evaluator 1	10	10	5
Evaluator 2	10	10	10	Evaluator 2	10	5	5
Evaluator 3	10	10	10	Evaluator 3	5	5	5
Evaluator 4	10	10	10	Evaluator 4	5	5	5
Evaluator 5	10	5	5	Evaluator 5	10	10	10
Evaluator 6	10	5	5	Evaluator 6	10	5	5

Vendor	I-1	I-2	I-3
Overall	9.2	7.5	6.7

Package J Documents

Disc Golf Course Improvements

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made as of the _____ day of May, 2014, by and between the City of Roseville (hereinafter called the OWNER) and Kevin Casey LLC. (hereinafter called the CONTRACTOR). This AGREEMENT WITNESSETH, that the OWNER and the CONTRACTOR, for the consideration hereinafter stated, agree as follows:

ARTICLE 1. WORK

The CONTRACTOR hereby covenants and agrees to perform and execute all work generally described here and in accordance with the provisions of the plans and specifications as prepared by the City of Roseville, and referenced in Article 5, as approved by OWNER.

**City of Roseville Parks and Recreation Renewal Program
Proposal Package J Disc Golf Course Improvements
Roseville Project Number: 008-2014**

and to do everything required by this Agreement and the Contract Documents.

ARTICLE 2. CONTRACT TIME

- 2.1 Completion – The CONTRACTOR agrees that the work contemplated by this contract shall be fully and satisfactorily completed as stated in the Special Conditions and titled “Execution of the Work and Completion Dates”.
- 2.2 Liquidated damages – OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each day that expired after the time specified in Paragraph 2.1 for Substantial Completion until the work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each calendar day that expires after the time specified in Paragraph 2.1 for completion and readiness for final payment.

ARTICLE 3. CONTRACT PRICE

The OWNER agrees to pay and the CONTRACTOR agrees to receive and accept payment in accordance with the prices bid for the unit, or lump sum items as set forth in the Conformed Copy of Proposal, form hereto attached which prices shall conform to those in the accepted CONTRACTOR’S Proposal on file in the office of the City Manager of the City of Roseville, Minnesota, the aggregate of prices based on the Pre-Award Document, is \$89,688.00. Final payment shall be made in accordance with the CONTRACTOR’S Proposal Form in accordance with the General Conditions and Pre-Award Document.

ARTICLE 4. PAYMENT PROCEDURES

The OWNER will make progress payments on account of the Contract Price as provided in the GENERAL CONDITIONS, under Section 230, and as follows:

- 4.1 Progress and final payments will be on the basis of the CONTRACTOR'S Application for Payment as approved by the Parks and Recreation Director.
- 4.2 The OWNER shall retain 5% of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. However, when the work is substantially complete, the retained amount may be reduced by the owner at its sole discretion below 5% to only that amount necessary to assure completion.
- 4.3 With the written approval of Bonding Company, a sum sufficient to increase the total payments of the CONTRACTOR to 98% of the Contract Price less retainage as the CITY OF ROSEVILLE shall determine for all uncompleted work and unsettled claims.
- 4.4 Upon final completion of the work and settlement of all claims and receipt of Minnesota State Withholding Certificate the remainder of the Contract Price will be remitted in accordance with the Contract Documents.

ARTICLE 5. CONTRACT DOCUMENTS

- 5.1 The Proposal Form.
- 5.2 Special Conditions of the Specifications for Public Improvements.
- 5.3 Special Conditions.
- 5.4 General Conditions.
- 5.5 Specifications.
- 5.6 Plans and drawings, which are attached to Specifications are identified as:
 - Proposal Package J Plans
 - Proposal Package J Pre-Award Document
 - Final Construction Plan Set
- 5.7 Addenda 1, 2 and 3.
- 5.8 Contract Bonds.
- 5.9 Certificate of Acknowledgment.
- 5.10 Form of Agreement.
- 5.11 Notice of Award.

This Agreement, together with the documents hereinbefore mentioned, for the Contract, and all documents are as fully a part of the Contract as if attached hereto or herein repeated.

ARTICLE 6. MISCELLANEOUS

- 6.1 Terms used in this Agreement which are defined in section 201 of the General Conditions shall have the meanings indicated in the General Conditions.
- 6.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part their respective interest under any of the Contract Documents and, specifically, the CONTRACTOR shall not assign any monies, due or to become due without the prior written consent of the OWNER.
- 6.3 The OWNER and the CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect of all covenants and obligations contained in the Contract Documents.
- 6.4 This Agreement and Contract Documents constitute the entire agreement and, understanding, promises and obligations between the OWNER and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.
- 6.5 If any provision or portion of this Agreement and the Contract Documents is found to be unenforceable by a court of competent jurisdiction in the course of a legal action brought by one of the parties relative to this Project, all other provisions and portions of this Agreement and the Contract Documents shall survive and remain in full force and effect.
- 6.6 Any dispute or claim arising out of this Project, Agreement, and the Contract Documents shall be governed by the applicable law of the State of Minnesota and any legal actions brought to resolve any such disputes or claims shall be venued in the appropriate state or federal district court for Ramsey County, Minnesota.

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

THE CITY OF ROSEVILLE

CONTRACTOR:
Kevin Casey LLC
7491 Casey Parkway
Prior Lake, MN 55372

By: _____
Daniel J. Roe, Mayor

By: _____
Its: _____

By: _____
Patrick J. Trudgeon

By: _____
Its: _____

Attest: _____
(SEAL)

Attest: _____
(CORPORATE SEAL)

OWNER

ADDRESS FOR GIVING NOTICES:

CITY OF ROSEVILLE
2660 Civic Center Drive
Roseville, MN 55113

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR

ADDRESS FOR GIVING NOTICES:

Kevin Casey LLC
7491 Casey Parkway
Prior Lake, MN 55372

License No.

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

City of Roseville

Package J: Disc Golf Renovations - Acorn Park

PRE AWARD DOCUMENT

Prepared By: Kevin Casey LLC & DG by Design

4-2-2014

SECTION 1 – FINANCIAL SUMMARY

Approved Value Added Options

NO	DESCRIPTION	COST (\$)
1	Upgrade/Install Trash Can stations	\$ 7,200
2	Variety of Environmental Improvements	\$ 0
<i>Total Approved Value Added Options:</i>		<i>\$ 7,200.00</i>

Client Requested Scope Changes

NO	DESCRIPTION	COST (\$)
<i>Total Approved Client Scope Changes:</i>		

Final Cost Proposal

NO	DESCRIPTION	COST (\$)
1	Original Proposal Cost	\$ 82,488
2	Total Approved Value Added Options	\$ 7,200.00
Final Project Cost		\$ 89,688.00

SECTION 2 – PROJECT DURATION SUMMARY

Approved Value Added Options

NO	DESCRIPTION	DURATION
<i>Total Approved Value Added Options:</i>		

Client Requested Scope Changes

NO	DESCRIPTION	DURATION
<i>Total Approved Client Scope Changes:</i>		

Final Project Duration

NO	DESCRIPTION	DURATION (Calendar Days)
1	Original Proposal Duration (Days)	
2	Total Approved Value Added Options (Days)	
3	Total Client Requested Scope Changes (Days)	
Final Project Duration		

SECTION 3 – PROJECT SCHEDULE

A complete project schedule identifying **major** activities and actions/decisions required from the client

No	Activity / Task	Duration	Start Date	End Date
	2014			
1	Contract Award		4-7	4-7
2	Plan Community Meeting & Announce		4-8	4-8
3	Develop redesign options		4-15	5-26
4	Community Meeting		4-22	4-23
5	Develop redesign erosion abatement options		4-23	5-23
6	Connect with Environmental team to review plans		5-27	6-5
7	Walk thru with RPD people to finalize design plan		6-16	6-23
8	Set timetable: All in Sept/Oct or 9 then 9 spring '15		6-23	6-30
9	Plan erosion abatement items to be done Jul/Aug/Sep & possible clearing that doesn't close course		6-30	7-2
10	Get final quote(s) from vendors		7-1	7-8
11	Phase 1 Erosion abatement and clearing		7-8	7-17
12	Place equipment orders as needed		7-29	7-30
13	Install 6 Caution Flying Disc signs along pathway		8-26	8-30
14	Phase 2 Erosion abatement and clearing		8-26	9-12
15	Remove existing targets (surprise prevents advance theft) & Close Course		9-15	9-15
16	Mark remaining foliage for clearing		9-15	9-25
17	Complete any remaining clearing work		9-16	9-25
18	Mark new tee pad & anchor locations		9-26	9-28
19	Ground preparation for new tee pads		9-29	10-1
20	Auction / donate old baskets?		9-29	10-17
21	Prepare frames for pour		10-2	10-3
22	Pour new pads		10-6	10-17
23	Install new target anchors		10-13	10-15
24	Prep and install temp tee signs		10-13	10-16
25	Install 9 new targets - Course reopens		10-17	10-17
26	Do any late season environmental activities before freeze Ex. Remove oak branches		10-13	10-24
27	Remove old tees & anchors		10-24	11-3
	2015			
28	9-hole Course Swap Timing		4-1	
29	Mark positions for benches		5-1	
30	Ground preparation for new benches		5-1	
31	Install new benches		5-1	
32	Decide on tee sign plan		7-1	
33	Order / Install tee signs		8-1	
34	Insert 9-holes to get back to 18. Open Course		9-15	
	Substantial Completion		10-1	
	Final Payment			

Contractor tasks are in "black", Client tasks are in "blue", Risky activities are in "red"

SECTION 4 – RISK MANAGEMENT PLAN

A complete list of all pre-identified risks that the Vendor does not control.

Identified Risk 1:	Soil conditions
Solution / Strategy:	Removals unforeseen

Identified Risk 2:	Weather conditions
Solution / Strategy:	Alter schedule

Identified Risk 3:	Shortage of materials
Solution / Strategy:	Change in material use

Identified Risk 4:	Inability of design subcontractor to follow through
Solution / Strategy:	Subcontractor has provided list of qualified designers as backup

SECTION 5 – SCOPE OVERVIEW

Acorn Disc Golf Course and Site Renovation

Includes necessary course adjustments and redesign, but not complete redesign, partly based on feedback from neighbors and players.

Includes clearing foliage only as needed to allow revised course routing.

Includes replacing tee pads and targets plus adding signs, benches and possibly trash can stations.

Includes removing existing tee pads, targets and anchors that will not be used in revised layout.

Includes new landscaping to reduce or prevent erosion such as tee pad platforms and skirts, stairs and retaining walls.

Includes environmental improvements as identified by team assigned to review and recommend elements such as trees, compatible shrubbery, heartier grass species and rain gardens. Project will extend over a longer time period than what's required to execute sub tasks to allow some amount of ground recovery to be determined.

SECTION 6 – PROJECT ASSUMPTIONS

A detailed list of all proposal assumptions that may impact cost, schedule, or satisfaction.

Assumption 1:	Project moves ahead as planned after Engagement session(s)
Solution / Strategy:	If our assumption was incorrect, we will adjust redesign plans as needed.

Assumption 2:	Environmental team is satisfied with redesign proposal
Solution / Strategy:	If our assumption was incorrect, we will adjust design accordingly

Assumption 3:	Proposed timing for when course elements are installed is acceptable with the environmental team
Solution / Strategy:	If our assumption was incorrect, we will adjust timing accordingly

Assumption 4:	No major inflationary price increases beyond budget
Solution / Strategy:	If our assumption was incorrect, we will dial back some of the value added landscaping options as needed to stay within budget.

SECTION 7 – PROJECT ACTION ITEM CHECKLIST

A separate checklist should be created for the Client Representatives and the Vendor that includes the major activities, tasks, or decisions that will need to be made.

Vendor Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Assist with Neighbor Engagement meeting	4-25		C.K.
2	Complete draft redesign options	5-23		C.K.
3	Review with Environmental team	6-5		C.K.
4	Complete plan for walk thru	6-16		C.K. / K.C.
5	First phases of clearing and erosion abatement	9-12		K.C.
6	Close course & remove targets	9-15		K.C.
7	Do work to get at least 9 holes ready & reopen	10-17		K.C.
8	Yearend cleanup and environmental activities	11-3		K.C.
	2015			
9	Bench plans and installation	5-1		K.C.
10	Design/order/install tee signs	8-1		C.K./K.C.
11	Reopen the course with 18 holes	9-15		K.C.

Client Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Approve Neighbor Engagement Plan	4-9		J.E. ?
2	Review/Approve redesign options	6-23		RPD
3	Approve Project timetable for course changes	6-30		RPD
	2015			
4	Course holes swap plan and timing	4-1		RPD
5	Approve tee sign plan	7-1		RPD
6	Approve full course reopening	9-10		RPD

SECTION 8 – CONTACT LIST

Provide a list of critical individuals on this project (Client Representatives, Contractor, Subcontractors, Suppliers, etc)

No	Name	Company/Position	Phone	Email
1	Kevin Casey	Kevin Casey LLC / Owner	952.292.7732	Thecaseyclan5@aol.com
2	Chuck Kennedy	DG by Design / President	651.226.5512	ck34@aol.com
3	Steve West	Course Designer (backup)	612.578.1832	stevenpwest@hotmail.com
4				

City of Roseville
Construction – Proposal Package J (Disc Golf)
Best Value Selection Summary

March 13, 2014

Section 1: Summary of Scores

Raw Data				Points
No	Criteria	Possible Points	J-1	J-1
1	Cost Proposal – Total Base	250	\$89,688	250.0
2	Interview Rating	350	6.3	350.0
3	Risk Plan Rating	150	5.0	150.0
4	Project Capability Plan Rating	100	4.3	100.0
5	Value Added Plan Rating	100	5.0	100.0
6	PPI	50	5.0	50.0
Total Available Points		1000		1000

Section 2: Ranking

N/A

Section 3: Committee Ratings

Project Manager Interview Ratings

Evaluator	J-1
Evaluator 1	10
Evaluator 2	10
Evaluator 3	5
Evaluator 4	5
Evaluator 5	5
Evaluator 6	5

Site Superintendent Interview Ratings

Evaluator	J-1
Evaluator 1	5
Evaluator 2	5
Evaluator 3	5
Evaluator 4	5
Evaluator 5	5
Evaluator 6	10

Risk Plan Ratings

Evaluator	J-1
Evaluator 1	5
Evaluator 2	5
Evaluator 3	5
Evaluator 4	5
Evaluator 5	5
Evaluator 6	5
Average	5.0

Capability Plan Ratings

Evaluator	J-1
Evaluator 1	5
Evaluator 2	5
Evaluator 3	5
Evaluator 4	5
Evaluator 5	5
Evaluator 6	1
Average	4.3

Value-Added Proposal Ratings

Evaluator	J-1
Evaluator 1	5
Evaluator 2	5
Evaluator 3	5
Evaluator 4	5
Evaluator 5	5
Evaluator 6	5
Average	5.0

Package K1 Documents

Sidewalks- County Road B2 and Victoria Sidewalk

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made as of the _____ day of May, 2014, by and between the City of Roseville (hereinafter called the OWNER) and T.A. Schifsky and Sons, Inc (hereinafter called the CONTRACTOR). This AGREEMENT WITNESSETH, that the OWNER and the CONTRACTOR, for the consideration hereinafter stated, agree as follows:

ARTICLE 1. WORK

The CONTRACTOR hereby covenants and agrees to perform and execute all work generally described here and in accordance with the provisions of the plans and specifications as prepared by the City of Roseville, City Engineer, and referenced in Article 5, as approved by OWNER.

**City of Roseville Parks and Recreation Renewal Program
Proposal Package K-1 County Road B-2 and Victoria Avenue Sidewalk
Roseville Project Number: 011-2014**

and to do everything required by this Agreement and the Contract Documents.

ARTICLE 2. CONTRACT TIME

- 2.1 Completion – The CONTRACTOR agrees that the work contemplated by this contract shall be fully and satisfactorily completed as stated in the Special Conditions and titled “Execution of the Work and Completion Dates”.
- 2.2 Liquidated damages – OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each day that expired after the time specified in Paragraph 2.1 for Substantial Completion until the work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each calendar day that expires after the time specified in Paragraph 2.1 for completion and readiness for final payment.

ARTICLE 3. CONTRACT PRICE

The OWNER agrees to pay and the CONTRACTOR agrees to receive and accept payment in accordance with the prices bid for the unit, or lump sum items as set forth in the Conformed

Copy of Proposal, form hereto attached which prices shall conform to those in the accepted CONTRACTOR'S Proposal on file in the office of the City Manager of the City of Roseville, Minnesota, the aggregate of which prices based on the approximate schedule of quantities, is estimated to be \$1,125,156.55. Final payment shall be made in accordance with the unit prices as shown on CONTRACTOR'S Proposal Form multiplied by the final quantities determined in accordance with the General Conditions.

ARTICLE 4. PAYMENT PROCEDURES

The OWNER will make progress payments on account of the Contract Price as provided in the GENERAL CONDITIONS, under Section 230, and as follows:

- 4.1 Progress and final payments will be on the basis of the CONTRACTOR'S Application for Payment as approved by the Director of Public Works and Parks and Recreation Director.
- 4.2 The OWNER shall retain 5% of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. However, when the work is substantially complete, the retained amount may be reduced by the owner at its sole discretion below 5% to only that amount necessary to assure completion.
- 4.3 With the written approval of Bonding Company, a sum sufficient to increase the total payments of the CONTRACTOR to 98% of the Contract Price less retainage as the ENGINEER shall determine for all uncompleted work and unsettled claims.
- 4.4 Upon final completion of the work and settlement of all claims and receipt of Minnesota State Withholding Certificate the remainder of the Contract Price will be remitted in accordance with the Contract Documents.

ARTICLE 5. CONTRACT DOCUMENTS

- 5.1 The Proposal Form.
- 5.2 Special Conditions of the Specifications for Public Improvements.
- 5.3 Special Conditions.
- 5.4 General Conditions.
- 5.5 Specifications.
- 5.6 Plans and drawings, which are attached to Specifications are identified as:
 - Proposal Package K-1 Plans
 - Proposal Package K-1 Pre-Award Document
 - Final Construction Plan Set
- 5.7 Addenda 1, 2, and 3.
- 5.8 Contract Bonds.
- 5.9 Certificate of Acknowledgment.
- 5.10 Form of Agreement.
- 5.11 Notice of Award.

This Agreement, together with the documents hereinbefore mentioned, for the Contract, and all documents are as fully a part of the Contract as if attached hereto or herein repeated.

ARTICLE 6. MISCELLANEOUS

- 6.1 Terms used in this Agreement which are defined in section 201 of the General Conditions shall have the meanings indicated in the General Conditions.
- 6.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part their respective interest under any of the Contract Documents and, specifically, the CONTRACTOR shall not assign any monies, due or to become due without the prior written consent of the OWNER.
- 6.3 The OWNER and the CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect of all covenants and obligations contained in the Contract Documents.
- 6.4 This Agreement and Contract Documents constitute the entire agreement and, understanding, promises and obligations between the OWNER and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.
- 6.5 If any provision or portion of this Agreement and the Contract Documents is found to be unenforceable by a court of competent jurisdiction in the course of a legal action brought by one of the parties relative to this Project, all other provisions and portions of this Agreement and the Contract Documents shall survive and remain in full force and effect.
- 6.6 Any dispute or claim arising out of this Project, Agreement, and the Contract Documents shall be governed by the applicable law of the State of Minnesota and any legal actions brought to resolve any such disputes or claims shall be venued in the appropriate state or federal district court for Ramsey County, Minnesota.

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

THE CITY OF ROSEVILLE

CONTRACTOR:

T. A. Schifsky and Sons, Inc.
2370 Highway 36 E
St. Paul MN

By: _____
Daniel J. Roe, Mayor

By: _____
Its: _____

By: _____
Patrick J. Trudgeon

By: _____
Its: _____

Attest: _____
(SEAL)

OWNER
ADDRESS FOR GIVING NOTICES:

CITY OF ROSEVILLE
2660 Civic Center Drive
Roseville, MN 55113

(If OWNER is a public body, attach
evidence of authority to sign and resolution
or other documents authorizing execution of
Agreement.)

Attest: _____
(CORPORATE SEAL)

CONTRACTOR
ADDRESS FOR GIVING NOTICES:

T. A. Schifsky and Sons, Inc.
2370 Highway 36 E
St. Paul MN

License No.

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach
evidence of authority to sign.)

City of Roseville

Package K1: B-2/Victoria Sidewalk

PRE AWARD DOCUMENT

Prepared By: T.A. Schifsky & Sons, Inc.

04/30/14

SECTION 1 – FINANCIAL SUMMARY

Approved Value Added Options

NO	DESCRIPTION	COST (\$)
1	NA	\$0.00
Total Approved Value Added		\$0.00

Client Requested Scope Changes

NO	DESCRIPTION	COST (\$)
1	NA	\$0.00
Total Approved Client Scope		\$0.00

Final Cost Proposal

NO	DESCRIPTION	COST (\$)
1	Original Proposal Cost – Lump Sum Total	\$1,125,156.55
2	Total Approved Value Added Options	\$0.00
3	Total Client Requested Scope Changes	\$0.00
Final Project Cost		\$1,125,156.55

Below is the bid form breakdown of the Lump Sum Total of \$1,125,156.55.

	Unit of Measure	Quantity	Unit Price	Total
MOBILIZATION (5% MAXIMUM)	LS	1	\$50,000.00	\$50,000.00
CLEARING	TREE	18	\$250.00	\$4,500.00
GRUBBING	TREE	18	\$250.00	\$4,500.00
CLEARING	SHRUB	10	\$25.00	\$250.00
GRUBBING	SHRUB	10	\$35.00	\$350.00
REMOVE HEDGE	LF	90	\$12.00	\$1,080.00
TRIM TREE	EACH	25	\$155.00	\$3,875.00
REMOVE CONCRETE CURB & GUTTER	LF	40	\$5.50	\$220.00
SAWCUT AND REMOVE BIT. FOR CURB AND GUTTER REPL.	LF	2280	\$2.50	\$5,700.00
REMOVE STORM SEWER PIPE	LF	519	\$11.00	\$5,709.00
REMOVE BITUMINOUS CURB	LF	310	\$3.00	\$930.00
REMOVE CONCRETE SIDEWALK	SY	265	\$6.00	\$1,590.00
REMOVE BITUMINOUS DRWY. PAVEMENT	SY	2470	\$3.25	\$8,027.50
REMOVE CONCRETE DRWY. PAVEMENT	SY	285	\$4.55	\$1,296.75
REMOVE BITUMINOUS PATHWAY	SY	20	\$10.00	\$200.00
REMOVE BITUMINOUS STREET	SY	196	\$3.50	\$686.00
REMOVE CATCH BASIN	EACH	15	\$625.00	\$9,375.00
REMOVE CONCRETE HANDHOLE	EACH	2	\$150.00	\$300.00
SAWCUT CONCRETE PAVEMENT (FULL DEPTH)	LF	0	\$15.00	\$0.00
SAWCUT CONCRETE DRIVEWAY PAVEMENT (FULL DEPTH)	LF	396	\$3.50	\$1,386.00
SAWCUT BIT PAVEMENT (FULL DEPTH)	LF	303	\$2.95	\$893.85
SAWCUT BIT DRIVEWAY PAVEMENT (FULL DEPTH)	LF	2745	\$2.25	\$6,176.25
SALVAGE MANHOLE OR CATCH BASIN CASTING	EACH	44	\$135.00	\$5,940.00
SALVAGE HYDRANT	EACH	3	\$1,200.00	\$3,600.00
COMMON EXCAVATION (P)	CY	6810	\$18.00	\$122,580.00
SUBGRADE EXCAVATION	CY	75	\$25.00	\$1,875.00
AGGREGATE BACKFILL FOR INFILTRATION TRENCH	CY	300	\$55.00	\$16,500.00
SOIL MEDIUM FOR INFILTRATION AREAS (LV)	CY	660	\$30.00	\$19,800.00
STREET SWEEPER W/PICK UP BROOM	HR	35	\$125.00	\$4,375.00
AGGREGATE BASE CLASS 5	TON	4053	\$15.00	\$60,795.00
BITUMINOUS PATCH MIXTURE	TON	300	\$105.00	\$31,500.00
BITUMINOUS MATERIAL FOR TACK	GAL	40	\$5.00	\$200.00
TYPE SPWEB330 WEARING COURSE	TON	36	\$135.00	\$4,860.00
TYPE SPWEB230 NON-WEARING COURSE	TON	25	\$145.00	\$3,625.00
MODULAR BLOCK RETAINING WALL	SF	440	\$28.00	\$12,320.00
12" RC PIPE SEWER	LF	30	\$53.00	\$1,590.00
12" HDPE PIPE SEWER	LF	893	\$38.00	\$33,934.00
15" HDPE PIPE SEWER	LF	181	\$42.00	\$7,602.00
18" HDPE PIPE SEWER	LF	30	\$45.00	\$1,350.00
6" PERFORATED HDPE PIPE SEWER	LF	798	\$35.00	\$27,930.00

12" PERFORATED HDPE PIPE SEWER	LF	624	\$42.00	\$26,208.00
18" PERFORATED HDPE PIPE SEWER	LF	155	\$51.00	\$7,905.00
INSTALL HYDRANT	EACH	3	\$3,800.00	\$11,400.00
INSTALL 6" DIP WATER MAIN	LF	24	\$77.00	\$1,848.00
POLYSTYRENE INSULATION 4" THICK 4' WIDE	SY	110	\$35.00	\$3,850.00
CONSTRUCT MANHOLE TYPE B	EACH	22	\$2,800.00	\$61,600.00
CONSTRUCT CATCH BASIN TYPE A	EACH	10	\$2,400.00	\$24,000.00
CONSTRUCT MANHOLE TYPE B OVER EXISTING PIPE	EACH	4	\$1,350.00	\$5,400.00
CONSTRUCT CATCH BASIN TYPE A OVER EXISTING PIPE	EACH	8	\$1,350.00	\$10,800.00
RECONSTRUCT MANHOLE/ CATCH BASIN	LF	22	\$435.00	\$9,570.00
CONNECT TO EXISTING STRUCTURE	EACH	1	\$1,500.00	\$1,500.00
MANHOLE CASTING R-1733B	EACH	29	\$890.00	\$25,810.00
ADJUST MANHOLE FRAME & RING	EACH	3	\$765.00	\$2,295.00
HANDHOLE TYPE-PVC METAL COVER	EACH	2	\$350.00	\$700.00
CONSTRUCT 18" NYOPLAST DRAIN W/CASTING	EACH	19	\$3,200.00	\$60,800.00
4" CONCRETE SIDEWALK- MACHINE INSTALLED	SF	65335	\$2.66	\$173,791.10
6" CONCRETE SIDEWALK	SF	2960	\$3.85	\$11,396.00
6" HIGH BITUMINOUS CURB	LF	210	\$10.00	\$2,100.00
CONCRETE CURB & GUTTER DESIGN B-618	LF	125	\$26.50	\$3,312.50
CONCRETE CURB & GUTTER DESIGN B-624	LF	30	\$28.00	\$840.00
CONCRETE CURB & GUTTER DESIGN D-618	LF	20	\$26.50	\$530.00
6" THICK CONCRETE DRIVEWAY PAVEMENT	SY	208	\$39.95	\$8,309.60
8" THICK CONCRETE DRIVEWAY PAVEMENT	SY	50	\$49.50	\$2,475.00
TRUNCATED DOMES	SF	240	\$35.50	\$8,520.00
TRAFFIC CONTROL	LS	1	\$58,000.00	\$58,000.00
CONIFEROUS TREE 6' HT (B & B)	TREE	5	\$450.00	\$2,250.00
DECIDUOUS TREE (2.5 inch, B & B)	TREE	20	\$395.00	\$7,900.00
DECIDUOUS SHRUB (#2 cont.)	SHRUB	20	\$55.00	\$1,100.00
PERENNIAL (4" pot)	PLANT	100	\$18.00	\$1,800.00
PERENNIAL (#1 cont.)	PLANT	5	\$55.00	\$275.00
PERENNIAL (#2 cont.)	PLANT	5	\$65.00	\$325.00
SILT FENCE	LF	2200	\$1.50	\$3,300.00
STORM DRAIN INLET PROTECTION	EACH	58	\$100.00	\$5,800.00
FILTER LOG TYPE COMPOST LOG	LF	8400	\$1.50	\$12,600.00
SALT TOLERANT SOD, WITH 6" TOPSOIL	SY	15246	\$5.50	\$83,853.00
MULCH MATERIAL, TYPE 6	CY	53	\$65.00	\$3,445.00
HYDROSEED WITH 6" TOPSOIL	SY	3230	\$2.90	\$9,367.00
3' X 6' CROSSWALK MARKING WHITE EPOXY	SF	120	\$23.00	\$2,760.00
			Total	\$1,125,156.55

SECTION 2 – PROJECT DURATION SUMMARY

Approved Value Added Options

NO	DESCRIPTION	DURATION
1	NA	
Total Approved Value Added		

Client Requested Scope Changes

NO	DESCRIPTION	DURATION
1	NA	
Total Approved Client Scope		

Final Project Duration

NO	DESCRIPTION	DURATION (Calendar Days)
1	Original Proposal Duration (Days)	67
2	Total Approved Value Added Options (Days)	0
3	Total Client Requested Scope Changes (Days)	0
Final Project Duration		67

SECTION 3 – PROJECT SCHEDULE

A complete project schedule identifying major activities and actions/decisions required from the client

*See note below

No	Activity / Task	Duration	Start Date	End Date
1	Notice to Proceed			
2	Long Lead Items			
3	Major Construction Activity			
4	Major Construction Activity			
5	Client Decision			
6	Major Construction Activity			
7	Major Construction Activity			
8	Major Construction Activity			
9	Major Construction Activity			
10	Major Construction Activity			
11	Client Decision			
12	Substantial Completion			
13	Final Payment			

Contractor tasks are in "black", Client tasks are in "blue", Risky activities are in "red"

*Schedule to be coordinated with all proposal packages and will accommodate City of Roseville Parks & Recreation program schedule provide in RFP.

*Detailed project schedule to be provided & approved by City prior to start date.

See Attached Schedule for major/minor activities and decisions that will be required

SECTION 4 – RISK MANAGEMENT PLAN

A complete list of all pre-identified risks that the Vendor does not control.

Identified Risk 1:	Weather – Excessive Heat or Rain
Solution / Strategy:	Allow float time in the schedule for weather delays. Using proper means and methods for installation of materials.

Identified Risk 2:	Management of Erosion Control Items
Solution / Strategy:	Using BMP's in compliance with the current regulations. Our team has received zero fines and has the proper schooling, experience and certifications for handling this type of project.

Identified Risk 3:	Surveying
Solution / Strategy:	Verifying and coordinating grades with the City will limit schedule delays and additional revisions.

SECTION 5 – SCOPE OVERVIEW

A clear description of “what’s in” and “what’s out” of the scope.

The one modification to scope of work would be doing hand forming concrete work at ped ramps and where necessary.

T.A. Schifsky & Sons have not modified any other items and will follow plans and specs to complete the scope of work as originally defined on bid date.

SECTION 6 – PROJECT ASSUMPTIONS

A detailed list of all proposal assumptions that may impact cost, schedule, or satisfaction.

Assumption 1:	Not at this time.
Solution / Strategy:	NA

SECTION 7 – PROJECT ACTION ITEM CHECKLIST

A separate checklist should be created for the Client Representatives and the Vendor that includes the major activities, tasks, or decisions that will need to be made.

Vendor Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Earthwork/Class V/Removals/Erosion Control	7.27.14	\$400,000.00	Schifsky
2	Utilities	7.27.14	\$300,000.00	Northdale
3	Concrete	8.03.14	\$200,000.00	O'Malley
4	Restoration	8.22.14	\$100,000.00	Lino Lakes
5	Mobilization/Demobilization/Traffic Control	8.26.14	\$100,000.00	Schifsky

Client Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party

SECTION 8 – CONTACT LIST

Provide a list of critical individuals on this project (Client Representatives, Contractor, Subcontractors, Suppliers, etc)



2370 E. Hwy 36 • North St. Paul, MN 55109
Phone: 651-777-1313 • Fax: 651-777-7843

Company: T.A. Schifsky & Sons, Inc.
Project Manger: Jonathan Hager & Rob Stangler (Sup)
Phone: 651-248-0300 & 651-775-8399
Fax: 651-777-7843
Email: jhager@taschifsky.com

Company: Safety Signs (Traffic Control)
Superintendent: Reed Leidle
Phone: 952-797-4792
Email: reed@safetysings-mn.com

Company: O'Malley Construction (Concrete Work)
Project Manger: Lori O'Malley
Phone: 507-357-6330
Fax: 507-357-6139
Email: omalleyconstruction@frontier.net

Company: Northdale Construction (Utility Work)
Project Manger: Tom Wilebski
Phone: 612-369-5954
Email: tomw@northdaleconst.com

Company: Lino Lake Landscaping (Landscaping and Restoration Items)
Project Manger: Andy Houle
Phone: 651-497-0383
Email: andyhoule.@msn.com

Company: Erickson Civil Site (Surveying)
Project Manger: Todd Erickson
Phone: 612-309-3804
Email: todd@tericksonllc.com

City of Roseville

Construction – Proposal Package K-1 (B2/Victoria Sidewalks)

Best Value Selection Summary

April 9, 2014

Section 1: Summary of Scores

Raw Data					Points	
No	Criteria	Possible Points	K-1A	K-1B	K-1A	K-1B
1	Cost Proposal – Total Base	250	\$1,147,203	\$1,125,157	245.2	250.0
2	Interview Rating	350	5.8	6.7	306.3	350.0
3	Risk Plan Rating	150	5.0	5.0	150.0	150.0
4	Project Capability Plan Rating	100	5.8	5.0	100.0	85.7
5	Value Added Plan Rating	100	5.8	5.8	100.0	100.0
6	PPI	50	6.3	9.5	33.2	50.0
Total Available Points		1000			935	986

Section 2: Ranking

Proposer	Total Score	Difference
K-1B	986	--
K-1A	935	51

Section 3: Committee Ratings

Risk Plan Ratings			Capability Plan Ratings			Value-Added Proposal Ratings		
Evaluator	K-1A	K-1B	Evaluator	K-1A	K-1B	Evaluator	K-1A	K-1B
Evaluator 1	5	5	Evaluator 1	5	5	Evaluator 1	5	5
Evaluator 2	5	5	Evaluator 2	5	5	Evaluator 2	5	5
Evaluator 3	5	5	Evaluator 3	10	5	Evaluator 3	10	10
Evaluator 4	5	5	Evaluator 4	5	5	Evaluator 4	5	5
Evaluator 5	5	5	Evaluator 5	5	5	Evaluator 5	5	5
Evaluator 6	5	5	Evaluator 5	5	5	Evaluator 5	5	5
Average	5.0	5.0	Average	5.8	5.0	Average	5.8	5.8

PM Interview Ratings

Evaluator	K-1A	K-1B
Evaluator 1	10	10
Evaluator 2	5	5
Evaluator 3	5	5
Evaluator 4	5	5
Evaluator 5	5	10
Evaluator 6	5	5
Average	5.8	6.7

Package K-3 Documents

Sidewalk/Pathways at various park locations

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made as of the _____ day of May, 2014, by and between the City of Roseville (hereinafter called the OWNER) and Bituminous Roadways, Inc. (hereinafter called the CONTRACTOR). This AGREEMENT WITNESSETH, that the OWNER and the CONTRACTOR, for the consideration hereinafter stated, agree as follows:

ARTICLE 1. WORK

The CONTRACTOR hereby covenants and agrees to perform and execute all work generally described here and in accordance with the provisions of the plans and specifications as prepared by the City of Roseville, and referenced in Article 5, as approved by OWNER.

**City of Roseville Parks and Recreation Renewal Program
Proposal Package K-3 Bituminous Park Pathways
Roseville Project Number: 012-2014**

and to do everything required by this Agreement and the Contract Documents.

ARTICLE 2. CONTRACT TIME

- 2.1 Completion – The CONTRACTOR agrees that the work contemplated by this contract shall be fully and satisfactorily completed as stated in the Special Conditions and titled “Execution of the Work and Completion Dates”.
- 2.2 Liquidated damages – OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each day that expired after the time specified in Paragraph 2.1 for Substantial Completion until the work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each calendar day that expires after the time specified in Paragraph 2.1 for completion and readiness for final payment.

ARTICLE 3. CONTRACT PRICE

The OWNER agrees to pay and the CONTRACTOR agrees to receive and accept payment in accordance with the prices bid for the unit, or lump sum items as set forth in the Conformed Copy of Proposal, form hereto attached which prices shall conform to those in the accepted CONTRACTOR’S Proposal on file in the office of the City Manager of the City of Roseville, Minnesota, the aggregate of prices based on the Pre-Award Document, is \$83,235.00. Final payment shall be made in accordance with the CONTRACTOR’S Proposal Form in accordance with the General Conditions and Pre-Award Document.

ARTICLE 4. PAYMENT PROCEDURES

The OWNER will make progress payments on account of the Contract Price as provided in the GENERAL CONDITIONS, under Section 230, and as follows:

- 4.1 Progress and final payments will be on the basis of the CONTRACTOR'S Application for Payment as approved by the Parks and Recreation Director.
- 4.2 The OWNER shall retain 5% of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. However, when the work is substantially complete, the retained amount may be reduced by the owner at its sole discretion below 5% to only that amount necessary to assure completion.
- 4.3 With the written approval of Bonding Company, a sum sufficient to increase the total payments of the CONTRACTOR to 98% of the Contract Price less retainage as the CITY OF ROSEVILLE shall determine for all uncompleted work and unsettled claims.
- 4.4 Upon final completion of the work and settlement of all claims and receipt of Minnesota State Withholding Certificate the remainder of the Contract Price will be remitted in accordance with the Contract Documents.

ARTICLE 5. CONTRACT DOCUMENTS

- 5.1 The Proposal Form.
- 5.2 Special Conditions of the Specifications for Public Improvements.
- 5.3 Special Conditions.
- 5.4 General Conditions.
- 5.5 Specifications.
- 5.6 Plans and drawings, which are attached to Specifications are identified as:
 - Proposal Package K-3 Plans
 - Proposal Package K-3 Pre-Award Document
 - Final Construction Plan Set
- 5.7 Addenda 1, 2 and 3.
- 5.8 Contract Bonds.
- 5.9 Certificate of Acknowledgment.
- 5.10 Form of Agreement.
- 5.11 Notice of Award.

This Agreement, together with the documents hereinbefore mentioned, for the Contract, and all documents are as fully a part of the Contract as if attached hereto or herein repeated.

ARTICLE 6. MISCELLANEOUS

- 6.1 Terms used in this Agreement which are defined in section 201 of the General Conditions shall have the meanings indicated in the General Conditions.
- 6.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part their respective interest under any of the Contract Documents and, specifically, the CONTRACTOR shall not assign any monies, due or to become due without the prior written consent of the OWNER.
- 6.3 The OWNER and the CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect of all covenants and obligations contained in the Contract Documents.
- 6.4 This Agreement and Contract Documents constitute the entire agreement and, understanding, promises and obligations between the OWNER and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.
- 6.5 If any provision or portion of this Agreement and the Contract Documents is found to be unenforceable by a court of competent jurisdiction in the course of a legal action brought by one of the parties relative to this Project, all other provisions and portions of this Agreement and the Contract Documents shall survive and remain in full force and effect.
- 6.6 Any dispute or claim arising out of this Project, Agreement, and the Contract Documents shall be governed by the applicable law of the State of Minnesota and any legal actions brought to resolve any such disputes or claims shall be venued in the appropriate state or federal district court for Ramsey County, Minnesota.

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

THE CITY OF ROSEVILLE

CONTRACTOR:

Bituminous Roadways, Inc.
1520 Commerce Drive
Mendota Heights, MN 55120

By: _____
Daniel J. Roe, Mayor

By: _____
Its: _____

By: _____
Patrick J. Trudgeon

By: _____
Its: _____

Attest: _____
(SEAL)

Attest: _____
(CORPORATE SEAL)

OWNER

ADDRESS FOR GIVING NOTICES:

CITY OF ROSEVILLE
2660 Civic Center Drive
Roseville, MN 55113

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR

ADDRESS FOR GIVING NOTICES:

Bituminous Roadways, Inc.
1520 Commerce Drive
Mendota Heights, MN 55120

License No.

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

City of Roseville
Package K-3 – Park Pathways

PRE AWARD DOCUMENT

Prepared By: Bituminous Roadways, Inc.

4/30/14

SECTION 1 – FINANCIAL SUMMARY

Approved Value Added Options

NO	DESCRIPTION	COST (\$)
1	Mobilization	(\$2,800.00)
<i>Total Approved Value Added Options:</i>		<i>(\$2,800.00)</i>

Client Requested Scope Changes

NO	DESCRIPTION	COST (\$)
1	Pocahontas: 61,166 SF seed and mulch blue grass typical	\$8,400.00
2	Deduct bid bond	(\$195.00)
<i>Total Approved Client Scope Changes:</i>		<i>\$8,205.00</i>

Final Cost Proposal

NO	DESCRIPTION	COST (\$)
1	Original Proposal Cost	\$77,830.00
2	Total Approved Value Added Options	(\$2,800.00)
3	Total Client Requested Scope Changes	\$8,205.00
Final Project Cost		\$83,235.00

SECTION 2 – PROJECT DURATION SUMMARY

Approved Value Added Options

NO	DESCRIPTION	DURATION
<i>Total Approved Value Added Options:</i>		

Client Requested Scope Changes

NO	DESCRIPTION	DURATION
<i>Total Approved Client Scope Changes:</i>		

Final Project Duration

NO	DESCRIPTION	DURATION (Calendar Days)
1	Original Proposal Duration (Days)	24
2	Total Approved Value Added Options (Days)	
3	Total Client Requested Scope Changes (Days)	1
Final Project Duration		25

SECTION 3 – PROJECT SCHEDULE

A complete project schedule identifying **major** activities and actions/decisions required from the client

*See note below

No	Activity / Task	Duration	Start Date	End Date
2	Major Construction Activity – Langton Lake	2 wks	5/19/14	7/6/14
3	Major Construction Activity – Maplevue	2 wks	5/19/14	7/6/14
4	Major Construction Activity – Upper Villa	2 wks	5/19/14	7/6/14
5	Major Construction Activity – Howard Johnson	4 wks	5/26/14	6/30/14
6	Major Construction Activity -- Evergreen	4 wks	6/16/14	7/1/14
7	Major Construction Activity -- Pocahontas	4 wks	6/23/14	7/18/14
8				
9				
10				
11	Client Decision			
12	Substantial Completion		5/19/14	7/18/14
13	Final Payment			9/8/14

Contractor tasks are in "black", Client tasks are in "blue", Risky activities are in "red"

*Schedule to be coordinated with all proposal packages and will accommodate City of Roseville Parks & Recreation program schedule provided in RFP.

*Detailed project schedule to be provided & approved by City prior to start date.

SECTION 4 – RISK MANAGEMENT PLAN

A complete list of all pre-identified risks that the Vendor does not control.

Identified Risk 1:	Following other contractors
Solution / Strategy:	Attend progress meetings for other contracts awarded

Identified Risk 2:	General Public
Solution / Strategy:	Utilize barricades

Identified Risk 3:	Weather
Solution / Strategy:	Be prepared for all weather events, i.e. erosion control BMP's

SECTION 5 – SCOPE OVERVIEW

Pathway rebuild per plan, spec and approved changes per this document.

SECTION 6 – PROJECT ASSUMPTIONS

A detailed list of all proposal assumptions that may impact cost, schedule, or satisfaction.

Assumption 1:	None
Solution / Strategy:	N/A

SECTION 7 – PROJECT ACTION ITEM CHECKLIST

A separate checklist should be created for the Client Representatives and the Vendor that includes the major activities, tasks, or decisions that will need to be made.

Vendor Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party

Client Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party

SECTION 8 – CONTACT LIST

Provide a list of critical individuals on this project (Client Representatives, Contractor, Subcontractors, Suppliers, etc)

No	Name	Company/Position	Phone	Email
1	Jason Krause	Bituminous Roadways, PM	651-686-7001	krausej@bitroads.com
2	Mike Janorschke	Bituminous Roadways, Supt	612-366-2768	janorskem@bitroads.com

City of Roseville
Construction – Proposal Package K-3 (Pathways)
Best Value Selection Summary

Section 1: Summary of Scores

Raw Data						Points		
No	Criteria	Possible Points	K-3A	K-3B	K-3C	K-3A	K-3B	K-3C
1	Cost Proposal – Total Base	250	\$77,830	\$78,960	\$158,500	250.0	246.4	122.8
2	Interview Rating	350	5.8	5.0	5.8	350.0	300.0	350.0
3	Risk Plan Rating	150	5.0	5.0	5.8	128.6	128.6	150.0
4	Project Capability Plan Rating	100	5.0	5.0	5.0	100.0	100.0	100.0
5	Value Added Plan Rating	100	5.0	5.0	5.0	100.0	100.0	100.0
6	PPI	50	7.5	9.4	7.2	39.9	50.0	38.3
Total Available Points		1000				968	925	861

Section 2: Ranking

Proposer	Total Score	Difference
K-3A	968	--
K-3B	925	43
K-3C	861	64

Section 3: Committee Ratings

Risk Plan Ratings				Capability Plan Ratings				Value-Added Proposal Ratings			
Evaluator	K-3A	K-3B	K-3C	Evaluator	K-3A	K-3B	K-3C	Evaluator	K-3A	K-3B	K-3C
Evaluator 1	5	5	5	Evaluator 1	5	5	5	Evaluator 1	5	5	5
Evaluator 2	5	5	5	Evaluator 2	5	5	5	Evaluator 2	5	5	5
Evaluator 3	5	5	5	Evaluator 3	5	5	5	Evaluator 3	5	5	5
Evaluator 4	5	5	5	Evaluator 4	5	5	5	Evaluator 4	5	5	5
Evaluator 5	5	5	10	Evaluator 5	5	5	5	Evaluator 5	5	5	5
Evaluator 6	5	5	5	Evaluator 6	5	5	5	Evaluator 6	5	5	5
Average	5.0	5.0	5.8	Average	5.0	5.0	5.0	Average	5.0	5.0	5.0

PM Interview Ratings			
Evaluator	K-3A	K-3B	K-3C
Evaluator 1	10	5	10
Evaluator 2	5	5	5
Evaluator 3	5	5	5
Evaluator 4	5	5	5
Evaluator 5	5	5	5
Evaluator 6	5	5	5
Average	5.8	5.0	5.8