

Mayor: Dan Roe Councilmembers: Jason Etten Wayne Groff Robin Schroeder Julie Strahan	 City Council Agenda Tuesday, June 20, 2023 6:00 p.m. Members of the public who wish speak during public comment or an agenda item during this meeting can do so virtually by registering at: www.cityofroseville.com/attendmeeting	Address: 2660 Civic Center Dr. Roseville, MN 55113 Phone: 651 - 792 - 7000 Website: www.cityofroseville.com
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1. 6:00 P.M. Roll Call
Voting & Seating Order: Etten, Schroeder, Groff, Strahan, and Roe
2. 6:01 P.M. Pledge of Allegiance
3. 6:02 P.M. Approve Agenda
4. 6:03 P.M. Public Comment
5. 6:08 P.M. Recognitions and Donations
 - 5.A. Americans with Disabilities Act Proclamation
Documents:
[PROCLAMATION.PDF](#)
 - 5.B. Proclaim July 2023 as Parks and Recreation Month
Documents:
[PROCLAMATION.PDF](#)
6. 6:12 P.M. Items Removed from Consent Agenda
7. Business Items
 - 7.A. 6:15 P.M. Hold a Public Hearing to consider an On-sale Liquor License for Tio's Food & Beverage
Documents:
[REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF](#)
 - 7.B. 6:25 P.M. Hold a Public Hearing to consider an On-sale Liquor License for Par365, LLC

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF](#)

- 7.C. 6:35 P.M. Consider a request by Par365 for sewer access charge credits

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)

- 7.D. 6:55 P.M. Victoria Street Pathway Funding Update

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)

- 7.E. 7:10 P.M. Review Changes in Property Tax Base, Legislative Changes and 2024 Council Budget Goals

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF](#)

- 7.F. 7:40 P.M. Consider Adoption of National Gun Violence Awareness Month Proclamation

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)

8. Council Direction on Councilmember Initiated Agenda Items

9. 7:50 P.M. Approval of City Council Minutes
Approve Minutes from June 5, 2023 City Council Meeting

10. 7:55 P.M. Approve Consent Agenda

- 10.A. Approve Payments

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF](#)

- 10.B. Approve 1 Temporary Gambling Permit

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF](#)

- 10.C. Approve General Purchases and Sale of Surplus Items in Excess of \$10,000

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF](#)

- 10.D. Authorize Agreement Professional Services Agreement with Davey Resource Group, Inc for Tree Inventory

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF](#)

- 10.E. Approve Resolution Awarding Contract for 2023 Pathway Project 23-05

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)

- 10.F. Approve Metropolitan Council Environmental Services Municipal Inflow and Infiltration Grant Agreement

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF](#)

- 10.G. Approve Lease Amendment for Public Works Leased Space

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF](#)

- 10.H. Approve Professional Services Agreement for On-Call Land Survey and Construction Staking Services

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF](#)

- 10.I. Approve a Resolution Approving MnDOT Signal Maintenance Agreement No. 1053679 for TH 51 at Lydia Avenue and County Road C2

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)

- 10.J. Approve Final Payment for 2022 Sanitary Sewer Main Lining 22-06

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)

- 10.K. Approve Professional Services Agreement for 2023 Construction Projects Materials Testing

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF](#)

- 10.L. Approve 1806 and 1812 Aglen Street Drainage and Utility Easement

Agreements

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)

10.M. Declare Mid-Term Vacancies for Various Commissions

Documents:

[REQUEST FOR COUNCIL ACTION.PDF](#)

11. 8:00 P.M. Future Agenda Review, Communications, Reports, and Announcements

Documents:

[PRESENTATION.PDF](#)

12. 8:10 P.M. Adjourn



Americans with Disabilities Act Anniversary Observance July 26, 2023

Whereas: Since 1990, the Americans with Disabilities Act has focused on ending discrimination against individuals with disabilities and promoting full integration and participation in society; and

Whereas: Approximately 20 percent of Americans have a disability as defined by the Americans with Disabilities Act, a number projected to increase as our society ages; and

Whereas: As a direct result of the passage of the Americans with Disabilities Act, an increased number of children and adults with disabilities are living, playing, working and shopping alongside their neighbors; and

Whereas: Roseville is becoming inclusive and free of physical, communication and social barriers; and

Whereas: State and local government services are continually improving and providing increasingly accessible services and programs to Minnesotans with disabilities; and

Whereas: State and local governments, including Roseville, are beginning to understand the importance and relevance of providing accessible digital information and electronic services to Minnesotans with disabilities; and

Whereas: On this 33rd anniversary of the Americans with Disabilities Act, we celebrate and recognize the progress that has been made; we acknowledge that challenges still exist on our horizon, and we reaffirm our commitment to full equity and inclusion for all.

Now, Therefore Be It Resolved, that the City Council hereby declares that the City of Roseville observes July 26, 2023 as the Anniversary of the Americans with Disabilities Act, in the City of Roseville, County of Ramsey, State of Minnesota, U.S.A

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Roseville to be affixed this 20th day of June, 2023.

Mayor Daniel J. Roe



July as Parks and Recreation Month July 2023

Whereas: parks and recreation programs are an essential part of the Roseville Community; and

Whereas: parks and recreation are vitally important to establishing and maintaining the quality of life in Roseville, ensuring the health of all citizens, and contributing to the economic and environmental well-being of Roseville and the larger community; and

Whereas: our parks and recreation programs build healthy, equitable and active communities that aid in the prevention of chronic disease, promote social bonds by uniting neighbors and also improve and ensure the physical, mental and emotional health of all citizens; and

Whereas: parks and recreation contribute to making Roseville an equitable community by offering diverse programs and services that are appealing and accessible to all of Roseville, educating community members about diverse cultures and providing a gathering spot where neighbors can gather, interact and build bonds; and

Whereas: our parks and recreation programs increase Roseville's economic prosperity through increased property values, increased tourism, the attraction and retention of residents and businesses, and crime reduction; and

Whereas: our parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

Whereas: our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

Whereas: the U.S. House of Representatives has designated July as Parks and Recreation Month; and

Whereas: Roseville Minnesota recognizes the benefits derived from parks and recreation resources

Now, Therefore Be It Resolved that the City Council of the City of Roseville does hereby proclaim July 2023 as Parks and Recreation month in the City of Roseville.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Roseville to be affixed this Twentieth day of June 2023.

Mayor Daniel J. Roe

(seal)

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: June 20, 2023
Item No.: 7.a

Department Approval



City Manager Approval



Item Description: Hold a Public Hearing to Consider Approving a Liquor License for Tio's Food and Beverage located at 2323 Hamline Ave N

BACKGROUND

Under City Code, a public hearing is required to consider approving liquor licenses for the current calendar year. The City has received applications for the following:

- ❖ Tio's Food and Beverage – On-Sale Liquor License w/ Sunday Sales
- ❖ Tio's Food and Beverage – Outdoor Endorsement

POLICY OBJECTIVE

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

BUDGET IMPLICATIONS

The correct fees were paid to the City at the time the application was made, the remaining balance will be due prior to issuance of the license.

RACIAL EQUITY IMPACT SUMMARY

There is no anticipated racial equity impact by approving this liquor license.

STAFF RECOMMENDATION

The applicant meets all requirements set forth under City Code. Staff recommends approval pending submittal of any outstanding items.

REQUESTED COUNCIL ACTION

Motion to approve the Liquor License for Tio's Food and Beverage

Prepared by: Katie Bruno, Deputy City Clerk
Attachments: A. Application: Tio's Food and Beverage



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

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

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

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

Name of City or County Issuing Liquor License Roseville License Period From: 2023 To: 2024 12/31/2023

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

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

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

Licensee Name: Dannelle Bautista Robles

(corporation, partnership, LLC, or Individual)

Business Trade Name Tio's Food and Beverage Business Address 2323 Hamline Ave N. City Roseville

Zip Code 55113 County Ramsey Business Phone 612-490-3520

Licensee's MN Tax ID # 8741474

(To Apply call 651-296-6181)

Licensee's Federal Tax ID # 92-3466674

(To apply call IRS 800-829-4933)

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

Dannelle Bautista Robles

Partner/Officer Name (First Middle Last)

Edison Bautista Robles

(Partner/Officer Name (First Middle Last))

Partner/Officer Name (First Middle Last)

DOB

Social Security #

Home Address

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

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

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

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

Workers Compensation Insurance Company Name: Westfield Policy # WCP320711P

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

City Clerk or County Auditor Signature _____

(title)

Date 05-10-2023

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

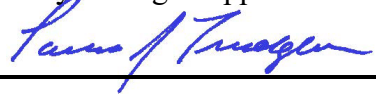
ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: June 20, 2023
Item No.: 7.b

Department Approval



City Manager Approval



Item Description: Hold a Public Hearing to Consider Approving a Liquor License for Par365, LLC located at 2655 Patton Rd.

BACKGROUND

Under City Code, a public hearing is required to consider approving liquor licenses for the current calendar year. The City has received applications for the following:

- ❖ Par365, LLC – On-Sale Liquor License w/ Sunday Sales

POLICY OBJECTIVE

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

BUDGET IMPLICATIONS

The correct fees were paid to the City at the time the application was made, the remaining balance will be due prior to issuance of the license.

RACIAL EQUITY IMPACT SUMMARY

There is no anticipated racial equity impact by approving this liquor license.

STAFF RECOMMENDATION

The applicant meets all requirements set forth under City Code. Staff recommends approval pending submittal of any outstanding items.

REQUESTED COUNCIL ACTION

Motion to approve the Liquor License for Par365, LLC

Prepared by: Katie Bruno, Deputy City Clerk

Attachments: A. Application: Par365, LLC



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

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

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

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

Name of City or County Issuing Liquor License Roseville/Ramsey License Period From: _____ To: 12/31/2023

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

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

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

Licensee Name: PAR365, LLC DOB N/A Social Security # _____
 (corporation, partnership, LLC, or Individual)

Business Trade Name _____ Business Address 2655 Patton Road City Roseville

Zip Code 55113 County Ramsey Business Phone 773-619-1398

Licensee's MN Tax ID # 129920990003
 (To Apply call 651-296-6181)

Licensee's Federal Tax ID # 88-0906315
 (To apply call IRS 800-829-4933)

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

Mercedes McFarland Jackson

Partner/Officer Name (First Middle Last)

Thomas Ray Jackson Jr

(Partner/Officer Name (First Middle Last)

DOB

Social Security #

Home Address

Partner/Officer Name (First Middle Last)

DOB

Social Security #

Home Address

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

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

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

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

Workers Compensation Insurance Company Name: _____ Policy # _____

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

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

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

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: June 20, 2023
Item No.: 7.c

Department Approval

Janice Gundlach

City Manager Approval

Sam J. Truog

Item Description: Consider a request by Par365 for sewer access charge credits

BACKGROUND

City staff has been working with a small business named Par365 for approximately one year. Par365 would be a new business locating at 2655 Patton Road, offering an indoor golf lounge (golf simulation) and event center with food and beverage services. City staff discussions with the owners, Thomas and Mercedes Jackson have focused on assistance with marketing via the Choose Roseville campaign and the City's small business loan program administered by Open to Business. As Par365 has gotten closer to requesting a building permit, additional assistance in the form of sewer access charge (SAC) credits has been discussed. SAC's are determined by the Metropolitan Council in units, paid for by the City who collects the fee from the business and passes it through to the Metropolitan Council. Attachment B outlines the Metropolitan Council determination that Par365 will be assessed 7 SAC units. Each SAC currently costs \$2,485, requiring Par365 to pay \$17,395 at the time of building permit. Par365 submitted a letter (Attachment A) requesting assistance with SAC fees, noting any assistance would help their small business reallocate funds to urgent business needs leading to their September opening, including the purchase of equipment and inventory.

In 2011 the Metropolitan Council provided the City with approximately 500 community-wide SAC credits. In an effort to preserve those credits so they could be made available for use at the discretion of the City, those credits were monetized for use at a later date. In recent years, SAC credits have only been offered as a component of formal requests for public finance assistance through the Roseville Economic Development Authority. Three projects were offered SAC credits through this process, including McGough's new headquarters, Common Bond's Owasso Gardens apartments, and Edison apartments (phase II).

Beyond offering SAC credits in conjunction with formal applications for public finance assistance, staff finds there to be value in offering SAC credits to small businesses. Because Par365's request is valued at less than \$25,000, granting such a request would not be considered a business subsidy and would not have to be reviewed and approved by the Roseville Economic Development Authority. In an effort to be more thoughtful regarding administering SAC credits outside a formal request for public finance assistance, staff has prepared a draft SAC Policy (Attachment C) for discussion at a future City Council meeting. However, Par365 is ready for a building permit now and may suffer financially if their request is delayed while the City discusses adoption of a formal policy. Staff is prepared to bring a draft policy discussion forward to the City Council's July 17th work session, but is requesting Par365's request be considered at this time so as not to delay their building permit and anticipated opening timeframe of September. Staff would suggest Par365 be offered five (5) SAC credits, which is what is outlined in the draft policy. A maximum of five credits is what staff discovered to be

36 common when reviewing SAC policies adopted by other communities (including Brooklyn Park and
37 Maple Grove).

38 **POLICY OBJECTIVE**

39 The City does not currently have a formal policy surrounding the use of SAC credits. A draft policy
40 for discussion at a future City Council work session is provided as Attachment C.

41 **BUDGET IMPLICATIONS**

42 The Community Development Department manages a SAC account, which includes monetized
43 community-wide SAC credits and retainage revenue the Metropolitan Council provides on a monthly
44 basis for paying SAC fees in a timely manner. The cash balance in this account, as of April 30, 2023,
45 is \$1,326,285. The current Metropolitan Council SAC fee is \$2,485 per unit, suggesting the City's
46 SAC account could currently offer approximately 534 SAC credits.

47 **RACIAL EQUITY IMPACT SUMMARY**

48 Par365 is a small, BIPOC-owned business and has been provided services through the Choose
49 Roseville campaign. Providing SAC credits to this business would align with the purpose and intent
50 of other City programs that aim to assist small businesses in the community, including emphasis on
51 minority ownership. Racial equity impacts will be further examined and evaluated as a component of
52 a broader SAC Policy, which will be discussed by the City Council at a future meeting.

53 **STAFF RECOMMENDATION**

54 Recommend approval of five (5) SAC credits for Par365.

55 **REQUESTED COUNCIL ACTION**

56 By motion, authorize staff to administer five (5) SAC credits to Par365.

Prepared by: Janice Gundlach, Community Development Director

Attachments: A: Par365 request
B: Par365 SAC determination
B: Draft City SAC Policy



June 5, 2023

City of Roseville

Re: SAC Fee Waiver

To Whom it May Concern:

We would like to formally request assistance from the City of Roseville with fees required to be paid for Sewer Availability Charges. We are a new small business in the process of building out a new golf lounge and event center in Roseville. A waiver or other reduction of fees would allow us to reallocate those funds to urgent business needs leading up to our September opening, including the purchase of equipment and inventory needed prior to opening. We have signed a 10-year lease, and we are certain that this initial investment by the city will more than pay off as we work to become a regional magnet to bring visitors (and accompanying revenue) to this community.

We would be happy to discuss and answer any questions you have about our business plan and commitment to the Roseville community.

Sincerely,

A handwritten signature in black ink, appearing to read "Mercedes M. Jackson", written over a horizontal line.

By: Mercedes M. Jackson

Title: Chief Executive Officer, PAR365

Direct Dial: 312.278.3387

Email: par365@gmail.com

PAR365, LLC
2655 Patton Road
Roseville, MN 55113

Date of Determination: 05/22/23

Determination Expiration: 05/22/25

Greetings!

Please see the determination below.

Project Name: Par 365
Project Address: 2501 Patton Road
Suite #/Campus: N/A
City Name: Roseville
Applicant: Peter Portilla, Accessible Creative Services, Thomas Jackson, Par 365, LLC

Special Notes: It is the Council's understanding there will be no outdoor seating. If at any time outdoor seating is added, a determination is required, and additional SAC may be due.

Charge Calculation:

Food & Drink 25-50% of GSF: 4,766 sq. ft. @ 600 sq. ft. / SAC = 7.94
Driving Range / Golf Dome: 10 driving stations @ 6 driving stations / SAC = 1.67

Total Charge: 9.61**Credit Calculation:**

Commers Klodt (SAC 01/86) 2501-69 Patton Road

Office: 7569 sq. ft. x 58% @ 2400 sq. ft. / SAC = 1.83
Warehouse: 7569 sq. ft. x 42% @ 7000 sq. ft. / SAC = 0.45

Total Credit: 2.28**Net SAC:** 7.33 = **7 SAC Due**

The business information was provided to MCES by the applicant at this time. It is the City's responsibility to substantiate the business use and size at the time of the final inspection. If there is a change in use or size, a redetermination will need to be made. If you have any questions email me at: sara.running@metc.state.mn.us.

Thank you,

Sara Running

SAC Technician

Please visit our SAC website by going to: <http://www.metrocouncil.org/SACprogram>

GENERAL BUILDING PLAN NOTES:

- GENERAL CONTRACTOR TO COORDINATE THIS PLAN WITH MECHANICAL, ELECTRICAL AND PLUMBING SUBCONTRACTORS AS TO LOCATIONS FOR EQUIPMENT, FIXTURES, METERS, DUCTWORK ETC. NOTIFY DESIGNER IMMEDIATELY OF ANY CONFLICTS BETWEEN ARCHITECTURAL DRAWINGS AND MEP SUBCONTRACTORS.
- ALL INTERIOR WALLS ARE UNRATED. TENANT PARTITIONS SHOULD MAINTAIN 1 HOUR WALLS AS EXISTING. VERIFY WITH LANDLORD/FACILITIES MANAGER ON ANY PLUMBING/HVAC LOCATIONS WITHIN SHARED WALLS.
- DIMENSIONS AT EXTERIOR WALLS ARE TO THE INSIDE FACE OF EXISTING GYP BD UNLESS NOTED OTHERWISE.
- DIMENSIONS AT INTERIOR PARTITIONS AND CORRIDOR WALLS ARE TO CENTERLINE OF FRAMING UNLESS NOTED OTHERWISE. WHERE CLEAR DIMENSIONS ARE NOTED, THESE MUST BE MAINTAINED.
- N/A
- DIMENSIONS FOR WINDOWS, DOORS, EQUIPMENT, AND FEATURES ARE TO CENTERLINES. VERIFY WINDOW ROUGH OPENINGS WITH MANUFACTURER.
- IF ANY DIMENSION IS NOT CLEAR, NOT GIVEN, OR PRESENTS A CONFLICT, NOTIFY DESIGNER IMMEDIATELY.
- N/A
- VERIFY BEAM, JOIST, HEADER LOCATIONS AND SIZING WITH ENGINEER WHERE NECESSARY.
- ALL OPENINGS CUT, OPENINGS MADE OR EQUIPMENT INSTALLED IN FIRE RATED WALLS, PARTITIONS, FLOORS OR CEILINGS SHALL BE RESTORED, SEALED, FIRE STOPPED OR OTHERWISE CONSTRUCTED TO MAINTAIN THE INTEGRITY OF THE FIRE RATING TO THE FULL SATISFACTION OF THE DESIGNER, ENGINEER AND BUILDING OFFICIAL. THE GENERAL CONTRACTOR SHALL COORDINATE AND BE RESPONSIBLE FOR THIS WORK.
- ALL SIDEWALL PENETRATIONS AND VENTING FOR BATH AND KITCHEN EXHAUST SHALL BE INSULATED TO PREVENT CONDENSATION. ALIGN ALL VENTS HORIZONTALLY AND VERTICALLY.
- N/A
- COORDINATE GYP BD CONTROL JOINTS WITH EDGE OF OPENING LOCATIONS WHILE MEETING MAXIMUMS.
- SEAL ANY DECK PENETRATIONS OR THRU WALL PENETRATIONS WITH APPROPRIATE FIRE CAULKING AND SEALANT AS REQUIRED.
- WALL INSULATION NOT ASSUMED - OVERALL SPACE SOUND CONTROL SHOULD BE MITIGATED WITH 2X4 PAINTED BLACK ACoustICAL TILES FASTENED TO UNDERSIDE OF DECK TO HELP REDUCE REVERBERATION IN BETWEEN THE BAR JOISTS ONLY OVER THE MAIN SHARED AREA WITH NO MORE THAN 1'-0" GAP BETWEEN PANELS. HIGHLIGHTED AREA IN PLAN FOR REFERENCE - PRICE DROPPED CEILING AT SIMULATORS VS. SIMULATOR MFR PROVIDED ACoustICAL CEILINGS.
- ALL EXPOSED PIPES, VENTS AND CONDUIT PENETRATING WALLS, FLOORS OR CEILINGS SHALL HAVE FINISHED TRIM RINGS (ESCUTCHEONS).
- WHERE ACCESS PANELS ARE REQUIRED FOR EQUIPMENT, UTILITIES OR DEVICES, THOSE PANELS SHALL BE INSTALLED WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE DRAWINGS. WHEN INSTALLED IN A FIRE RATED ASSEMBLY, ACCESS PANEL MUST BE FIRE RATED TO MATCH RATING OF THAT ASSEMBLY. VERIFY ALL LOCATIONS WITH DESIGNER BEFORE INSTALLING.
- PROVIDE BLOCKING IN WALLS FOR MOUNTING EQUIPMENT, RAILS, STOPS, CASEWORK AND ALL OTHER SPECIALTIES AND ACCESSORIES. CONSULT WITH OWNER MOUNTING HEIGHTS FOR TVs UNLESS OTHERWISE NOTED.
- FINISH FLOOR ELEVATION CHANGE AT DOORS OR MATERIAL TRANSITIONS SHALL NOT EXCEED 1/2" UNLESS NOTED OTHERWISE.
- EXTERIOR LANDINGS, STOOPS AND PORCHES SHALL BE LEVEL ACROSS DOORWAYS AND SHALL SLOPE AWAY FROM BUILDING 1/4" PER FOOT.
- COORDINATE ALL DOOR HEIGHTS TO MATCH U.N.O. -OH DOOR TO BE OF OF FLOOR, SUPPORT RAILS FROM JOISTS/EXTERIOR WALL.

NOT RATED

2 X 8 WD STUD - 8 1/2"

2 X 6 WD STUD - 6 3/4"

2 X 4 WD STUD - 4 3/4"

(1) LAYER 5/8" TYPE 'X' GYP BD EACH SIDE

WOOD STUDS @ 16" O.C. MAX

(1) ADDITIONAL LAYER 5/8" TYPE 'X' GYP BD @ TUB AND SHOWER

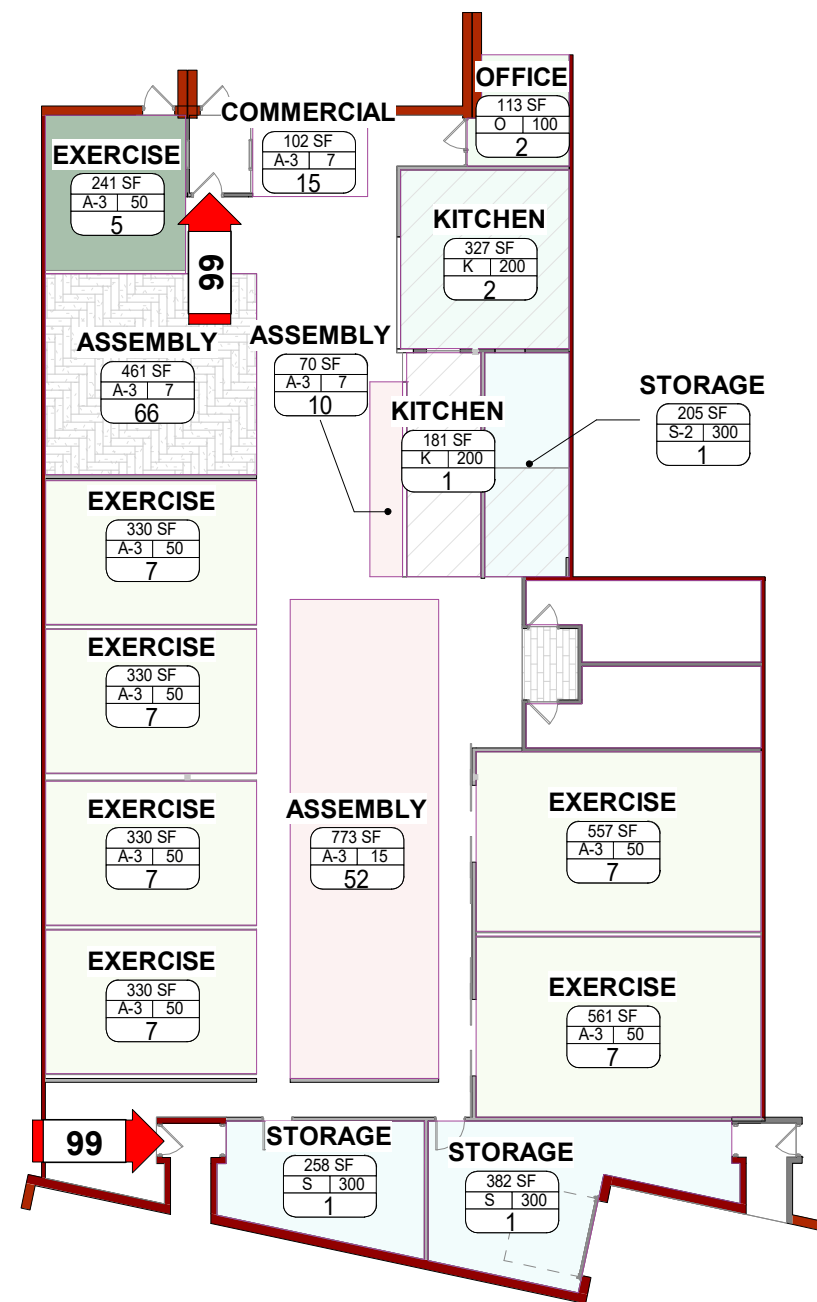
BATT INSULATION AT PLUMBING RISERS AND ALL BEDROOM, BATHROOM AND LAUNDRY ROOM WALLS

PARTITION (NON RATED)

1 1/2" = 1'-0"

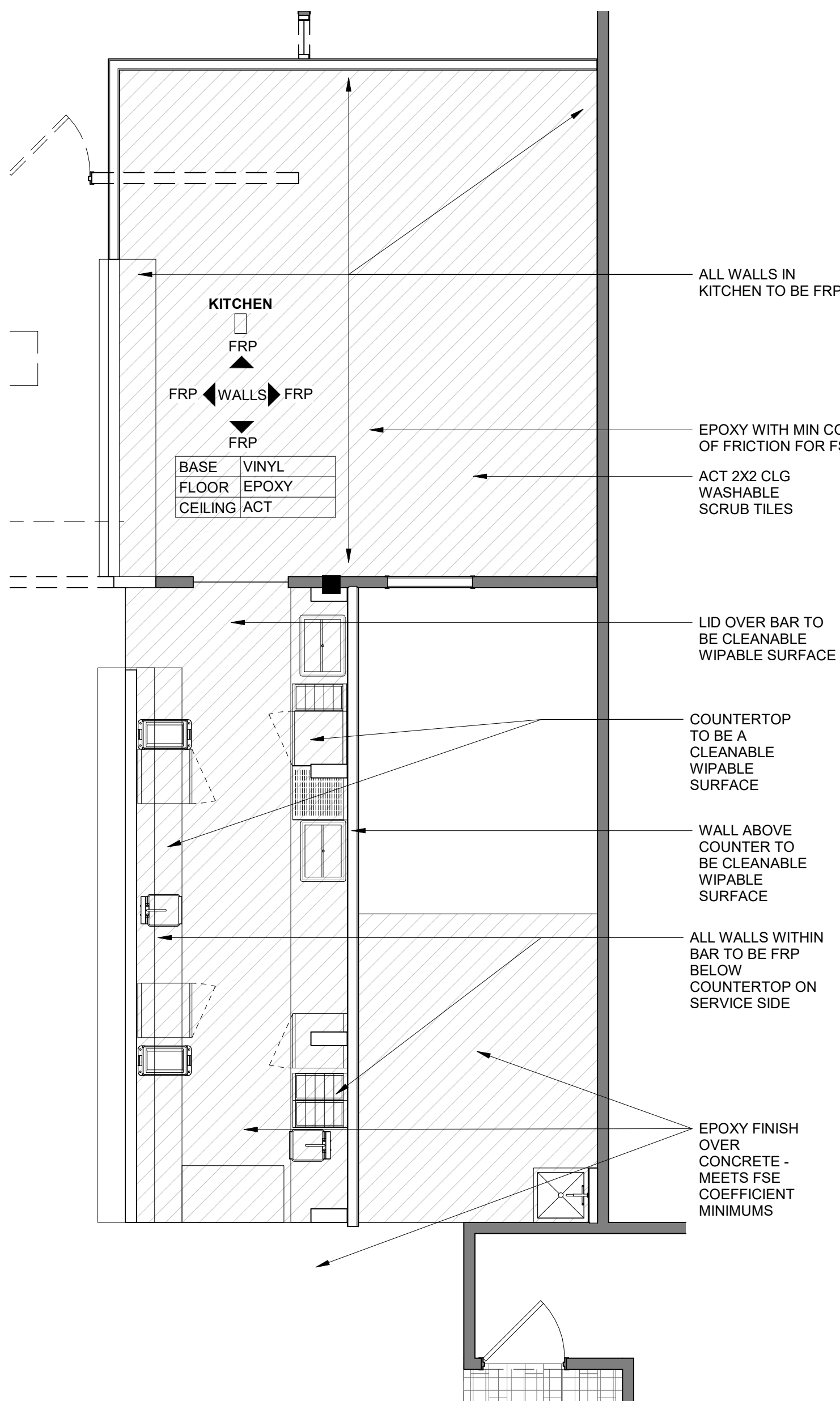
OCCUPANCY LOAD				
NAME	OCCUPANCY TYPE	AREA	LOAD FACTOR	OCCUPANT LOAD
LEVEL 1				
ASSEMBLY	A-3	773 SF	15	52
ASSEMBLY	A-3	461 SF	7	66
ASSEMBLY	A-3	70 SF	7	10
COMMERCIAL	A-3	102 SF	7	15
EXERCISE	A-3	241 SF	50	5
EXERCISE	A-3	330 SF	50	7
EXERCISE	A-3	330 SF	50	7
EXERCISE	A-3	330 SF	50	7
EXERCISE	A-3	561 SF	50	7
EXERCISE	A-3	557 SF	50	7
KITCHEN	K	327 SF	200	2
KITCHEN	K	181 SF	200	1
OFFICE	O	113 SF	100	2
STORAGE	S-2	205 SF	300	1
STORAGE	S	382 SF	300	1
STORAGE	S	258 SF	300	1
				198

OCCUPANCY EXIT...		
Name	Exit Requirements	
	Room Exits	Minimum Exit Width
LEVEL 1		
ASSEMBLY		0' - 7 13/16"
ASSEMBLY		0' - 9 29/32"
ASSEMBLY		0' - 1 1/2"
COMMERCIAL		0' - 2 1/4"
EXERCISE		0' - 0 3/4"
EXERCISE		0' - 1 1/16"
EXERCISE		0' - 1 1/16"
EXERCISE		0' - 1 1/16"
EXERCISE		0' - 1 1/16"
EXERCISE		0' - 1 1/16"
KITCHEN		0' - 0 5/16"
KITCHEN		0' - 0 5/32"
OFFICE		0' - 0 5/16"
STORAGE		0' - 0 5/32"
STORAGE		0' - 0 5/32"
TOTAL 29 27/32"		



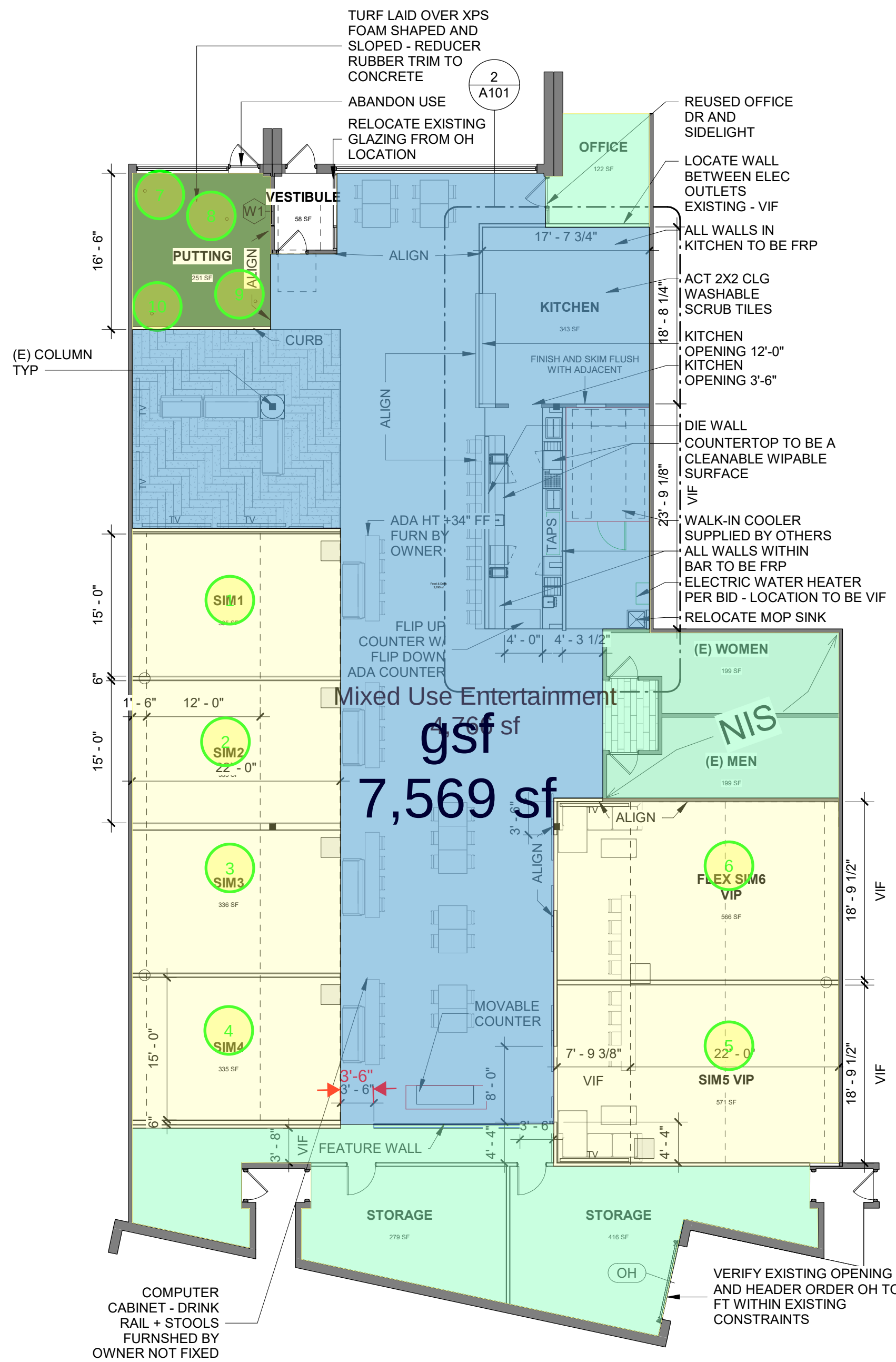
3 CODE PLAN - OCCUPANCY AND EXITING

1" = 20'-0"



2 LEVEL ONE FOOD PREP FINISH FLOORPLAN

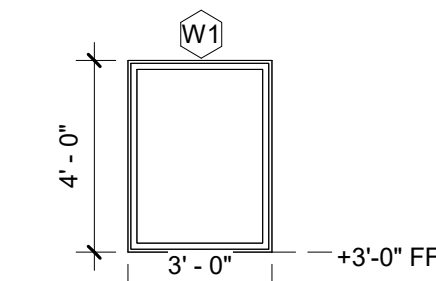
1/4" = 1'-0"



- *ALL FURNITURE BY OWNER UNO
- *TV LOCATIONS SHOWN FOR GC TO PROVIDE BLOCKING
- *PAINT ALL ROOF DECK, BAR JOISTS AND EXISTING DUCTS BLACK
- *ALL PARTITIONS, CEILINGS AND SIM EQUIPMENT PROVIDED AND INSTALLED BY MFR.

1 LEVEL ONE FLOORPLAN

3/32" = 1'-0"



WINDOW LEGEND

1/4" = 1'-0"

SEWER AVAILABILITY CHARGE (SAC) POLICY

Introduction: The City of Roseville is responsible for collecting one-time fees when a business connects to the regional wastewater (sewer) system for the first time or when a business grows and is anticipated to generate a greater demand on the system than originally calculated. These fees are set and determined by the Metropolitan Council and are charged in units.

Objectives: Periodically, community-wide credits become available when a business closes, downsizes, or otherwise decreases their demand on the regional wastewater system. The City of Roseville will utilize these credits in one of the following two ways:

- 1) Credits valued at, or more than \$25,000: As a component of public finance assistance via application and compliance with the City of Roseville and Roseville Economic Development Authority Public Financing Criteria and Business Subsidy Policy.
- 2) Credits valued less than \$25,000: Via a fee waiver to aid in the recruitment and retention of certain small businesses within the City.

Requests for SAC credits of a value of \$25,000 or more shall be subject to approval by the Roseville Economic Development Authority consistent with the Public Financing Criteria and Business Subsidy Policy.

Requests for SAC credits of a value less than \$25,000 shall be provided administratively based upon the criteria outlined in this Policy.

Purpose Statement: The City of Roseville intends to collect and utilize community-wide SAC credits for the recruitment and retention of small businesses within the City, including, but not limited to retail (service & goods), food and beverage, and entertainment businesses. Eligible businesses must be either opening a new business or expanding an existing business which requires payment of additional SAC units to the Metropolitan Council.

Application, Criteria & Usage of Credits: Sewer Access Charge (SAC) credits may be made available for request for businesses meeting the following criteria:

- After receiving a SAC determination from Metropolitan Council, submit a statement of financial hardship to the Community Development Department outlining the reason for requesting SAC credits and how the request meets the Purpose Statement and Criteria outlined in the City's SAC Policy.
- A maximum of five (5) SAC credits per business is available
- Businesses requesting credits must not employ more than 5 FTE (including owner)
- Businesses ineligible for SAC credits include:
 - Businesses that do not have a physical address (bricks & mortar) within the City of Roseville
 - Non-profit organizations
 - Businesses with annual gross revenues greater than \$1 million
 - National chain businesses
 - Businesses that derive income from passive investments without operational ties to operational businesses

- Businesses that engage in sexually explicit goods/service
- Businesses that engage in gambling enterprises
- Businesses that engage in activities prohibited by law
- Businesses that earn revenue from pyramid schemes, lending services and/or day trading/short term investments
- Businesses that are not in compliance with all state and local laws and regulations pertaining to licensing, building codes, zoning and environmental requirements.
- Businesses that have delinquent taxes, bills, fines or other charges due to the City.

Beyond the criteria listed in this policy, if the Community Development Director, or their designee, determines the type of business does not clearly comply with the Purpose Statement or Criteria outlined in the City's SAC Policy, such request will be brought forward to the City Council for a determination of eligibility.

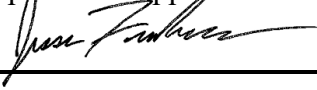
Administration of Credits: Credits will be provided on a first-come, first-served basis. All SAC credits will be applied at the time of building permit issuance. Requests for reimbursement of previously paid-for SAC units will not be accepted.

Policy Effectiveness: Policy is effective at the discretion of the Roseville City Council and if/until the City's SAC account is depleted to the point of 100 remaining SAC units, whichever occurs first.

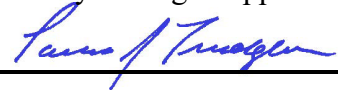
ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: June 20, 2023
Item No.: 7.d

Department Approval



City Manager Approval



Item Description: Victoria Street Pathway Funding Update

BACKGROUND

On March 20, 2023, the City Council approved a resolution requesting Ramsey County to submit for federal region solicitation funds for the Victoria Street Pathway and committing the City of Roseville to its local cost share. On June 5, 2023, the Shoreview Council passed a similar resolution of support. The application would be submitted this summer for the West Alternative as detailed in the Victoria Street Roadway and Trail Conceptual Design Study (Attachment B).

After the March 20 meeting, the County informed the City they may apply for a different funding category in the Metropolitan Council Regional Solicitation. They think applying to the Safe Routes to School category will have a better chance of being funded than the Regional Trail category. There are three elementary schools adjacent to the corridor which makes this application very strong. Additionally, there are typically less applications in this category than the regional trail category.

Although there is a better chance of getting federal funds to help pay for the project, the maximum award amount for the Safe Routes to School category is \$1,000,000. If this is awarded, funding breakdown would be as shown below. Roseville's estimated cost would go from \$240,000 up to \$900,000.

Safe Routes To School		Regional Trail	
Total Cost (2028 dollars)	\$ 4,000,000.00	Total Cost (2028 dollars)	\$ 4,000,000.00
Maximum SRTS Award	\$ 1,000,000.00	Maximum Award (80%)	\$ 3,200,000.00
Remaining Costs	\$ 3,000,000.00	Remaining Costs	\$ 800,000.00
Ramsey County 50% Share	\$ 1,500,000.00	Ramsey County 50% Share	\$ 400,000.00
Estimated City 50% Share	\$ 1,500,000.00	Estimated City 50% Share	\$ 400,000.00
City of Roseville Share 60%	\$ 900,000.00	City of Roseville Share 60%	\$ 240,000.00
City of Shoreview Share 40%	\$ 600,000.00	City of Shoreview Share 40%	\$ 160,000.00

Below is additional background information from the March 20, 2023 staff report:

In 2021, Ramsey County began studying how a pathway on Victoria Street could be installed between County Road C in Roseville up to Harriet Avenue in Shoreview (Attachment B). In August of 2022, the Victoria Street Roadway and Trail Conceptual Design Study was completed.

This 2- mile segment along Victoria Street is currently posted between 35-40 mph and only has a small shoulder that can be used for walking and biking. The road has an average of 4,950-6,200 vehicles per day of traffic and also serves Metro Transit Route 227. There are no separated sidewalks or trails in this segment, except for a sidewalk segment built a few

years ago between County Road C and Woodhill Drive. There are also existing pathway connections at County Road C and at Harriet Avenue on either end of the corridor. Additional east/west pathway connections are available at Woodhill Drive, West Owasso Boulevard and County Road D.

This pathway segment has been on the City's Pathway Master Plan, Segment 10 (Attachment D), for many years. The pathway connection would provide better access between neighborhoods and three schools as well as the Owasso Ballfields and Central Park. In 2016, the City Council received a petition (Attachment C) from residents to begin planning and to install a pathway on this segment. Due to the existing topography, installing a pathway in this corridor is more difficult than other segments where the City has installed in the past. Due to the high cost of the project, getting outside grant funds is likely the only way the project can be funded.

POLICY OBJECTIVE

From the City's Pathway Master Plan, Policies and Standards, the following policies would be met if this pathway segment were completed:

2) Provide pathway facilities along all roads.

a. Develop a pathway along all arterial roads where equal alternate parallel routes are not available.

5) Provide a safe network of pathway linkages for pedestrians and cyclists to and between educational facilities, churches, business centers, transit stops, parks and open space.

c. Parks, open space and transit stops shall have a pathway connecting them to the pathways network.

BUDGET IMPLICATIONS

The current estimate for the project from the 2022 Study is \$3,000,000. The 2028 estimate, including inflation, is \$4,000,000. The maximum regional solicitation award for the Safe Routes to School category is \$1,000,000 so the local project cost would be \$3,000,000. Per Ramey County's cost share agreement, they would fund half the project (\$1,500,000) and the remaining costs would be split between the cities. Based on the pro-rata length of the trail, the City of Roseville's costs would be \$900,000 and the City of Shoreview's costs would be \$600,000. If project costs are higher or if the grant amount is less than the maximum amount, the City of Roseville's share could go up.

The City would fund its portion of the costs for this project using Municipal State Aid funds. Currently, we estimate there will be adequate funding in 2028 and 2029 to fund the City's portion of the project even with the updated costs.

RACIAL EQUITY IMPACT SUMMARY

The Victoria Street Pathway would enhance walkability and bikeability within the area as there are minimal separated pathways in this area of the city. This north-south pathway segment would help connect neighborhoods along Victoria Street. If constructed, the pathway would provide better connections to three schools: Emmet D. Williams Elementary (County Road D), St. Odilia School (Victoria Street) and Island Lake Elementary School (Victoria Street). The pathway would also provide better access to transit stops (route 227) that run along Victoria Street. This project should be an overall benefit to nearby historically disadvantaged communities that may use this pathway for transportation and access to transit. According to census data for this corridor, there are 20% people

69 of color (City Average is 27%) and there are 134 households below the poverty level (1,168 Total
70 City).

71 **STAFF RECOMMENDATION**

72 Receive presentation.

73 **REQUESTED COUNCIL ACTION**

74 Receive presentation.

75 Prepared by: Jesse Freihammer, Public Works Director
Attachments: A: Location Map
B: Victoria Street Roadway and Trail Conceptual Design Study
C: Victoria Street Pathway Petition (2016)
D: Pathway Master Plan Map
E: Presentation

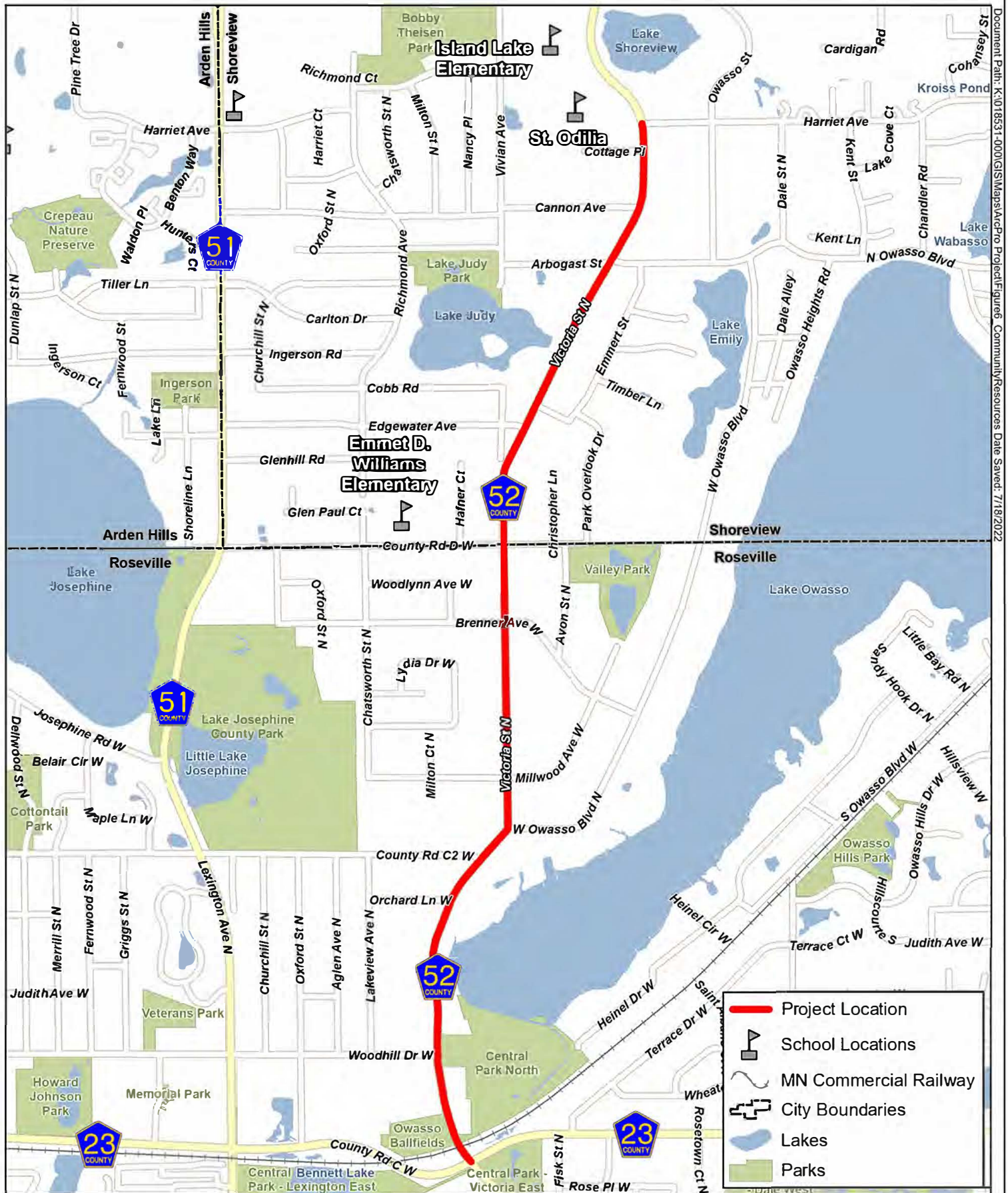


Figure 6 - Community Resources

Victoria Street Roadway and Trail Conceptual Design Study
Ramsey County, MN



0 1,200 Feet
1 inch = 1,200 Ft

Victoria Street Roadway and Trail Conceptual Design Study

Study Report | August 2022



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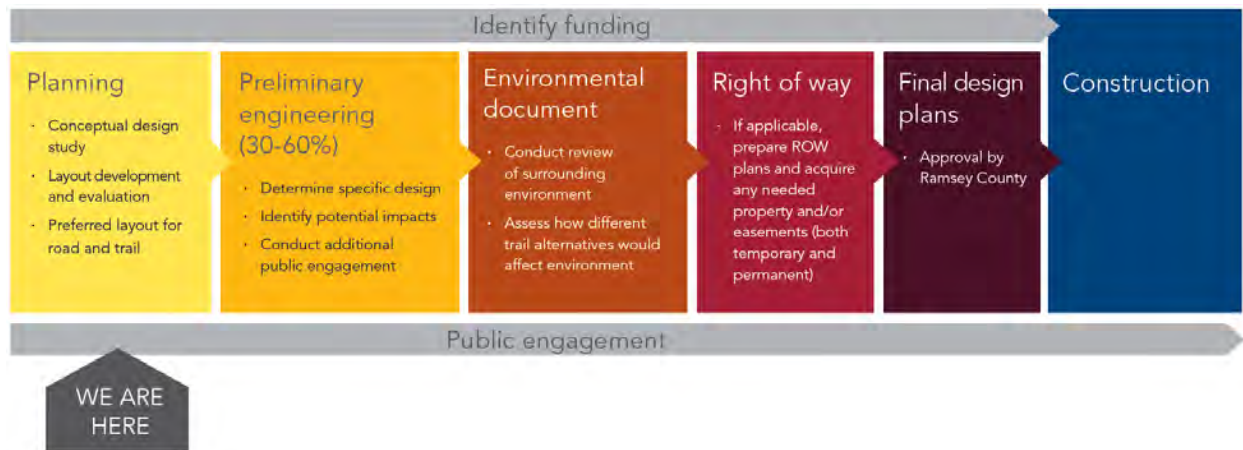
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Attachments

Attachment A – Existing Conditions Memo
Attachment B – Concept 1 Layout and Typical Sections
Attachment C – Concept 2 Layout and Typical Sections
Attachment D – Public Engagement Phase 1 Summary
Attachment E – Public Engagement Phase 2 Summary
Attachment F – Public Engagement Phase 3 Summary
Attachment G – Planning Level Cost Estimates

Executive Summary

The *Victoria Street Roadway & Trail Conceptual Design Study* (Study) was initiated by Ramsey County in the fall of 2021 to analyze several options for a trail or bikeway along the Victoria Street [County State Aid Highway (CSAH) 52] corridor in Ramsey County, between County Road C in Roseville (south end of corridor) and Harriet Avenue in Shoreview (north end of corridor). The Study included an existing conditions analysis, public and stakeholder engagement, analysis of preliminary cross section concepts, development of two full roadway and trail concept layouts, technical evaluation of the two concepts and planning-level cost estimates. Community and stakeholder engagement included three rounds of open houses, three online surveys, online interactive comment maps and four meetings with the project's technical advisory committee. The Study was completed in the summer of 2022 and is the first step towards construction of a future Victoria Street project as shown in the graphic below.



Two full concepts were developed and evaluated, one with a 10-foot bituminous multiuse trail on the east side of Victoria Street and one with a trail on the west side (see below). A concrete curb and gutter would be constructed between the roadway and trail. The width of the shoulder adjacent to the trail would also be reduced, and motor vehicle travel lanes would be restriped to reduce widths from 12 feet to 11 feet. These improvements would be considered Phase 1. A future Phase 2 could include full reconstruction of Victoria Street, which would include the need for re-evaluation of a sidewalk or trail on the opposite side of the road.



The Study did not formally identify a preferred roadway and trail design concept, but results of the technical analysis suggest that a trail on the west side of Victoria Street is more favorable than a trail on the east side. A trail on the west side would best address the project needs and would likely result in fewer potential impacts across several social, economic and environmental resources that were reviewed. A formally recommended roadway and trail design will be determined in a future design phase. At the time this report was developed, no funding for the future trail or roadway design has been identified and there is no defined schedule for future construction. Planning level cost estimates for both concepts are approximately \$3.0 M.

I. Introduction and Overview

Study Background and Report Overview

In 2015 Ramsey County adopted their Countywide Pedestrian and Bicycle Plan - a resource and a framework for development of a connected Ramsey County where communities and residents are engaged in the process of building a great place for walking and bicycling. The plan identified the Victoria Street corridor as a planned local corridor within the County's Connected Ramsey Communities Network. The Victoria Street corridor passes along the west side of Lake Owasso for a short distance and extends north from County Road C in the City of Roseville to Cannon Avenue in the City of Shoreview.

Ramsey County initiated this study in the fall of 2021 to analyze several options for the addition of a trail or bikeway along the Victoria Street. The study process included community engagement with residents along the corridor and other community members, and documentation of the pros and cons of various concepts. Over the course of the study, the northern terminus of the study area was extended from Cannon Avenue to Harriet Avenue to better capture connections to the existing trail network near St. Odilia School and Island Lake Elementary School.

This report documents the results and findings of the study, including summaries of the existing conditions analysis, public and stakeholder engagement, the two roadway and trail concepts, technical evaluation of the two concepts, planning-level cost estimates and next steps.

Study Purpose

The purpose of the study is to establish a conceptual planning level design vision for Victoria Street that safely and effectively accommodates bicycle and pedestrian activity now and into the foreseeable future.

Study Goals

The goals of the study are to:

- Create a safe and comfortable walking/biking environment along and across Victoria Street for users with all abilities.
- Link to existing trail infrastructure and nearby destinations.
- Improve safety for all users of Victoria Street.
- Minimize property impacts.
- Develop improvements that are financially feasible.

Study Area Overview

The study area is the portion of Victoria Street [County State Aid Highway (CSAH) 52] from County Road C (CSAH 23) in Roseville to Harriet Ave in Shoreview, all located in Ramsey County (**Figure 1** and **Figure 2**).¹ Victoria Street's designation as an arterial indicates it is key to the area's transportation network. This is also demonstrated by relatively high average daily traffic (4,950–6,200). The only non-motorized transportation facilities on the corridor within the study area is a sidewalk on the west side of the street at the far southern end of the corridor, between County Road C and Woodhill Drive, a trail on the east side of the corridor between Cannon Ave and Harriet Ave, and some intersecting sidewalks or trails, such as on Woodhill Dr, W Owasso Blvd, W County Rd D.

¹ Note: The study area was revised during the course of the study to extend to Harriett Avenue, beyond the original end point at Cannon Avenue.

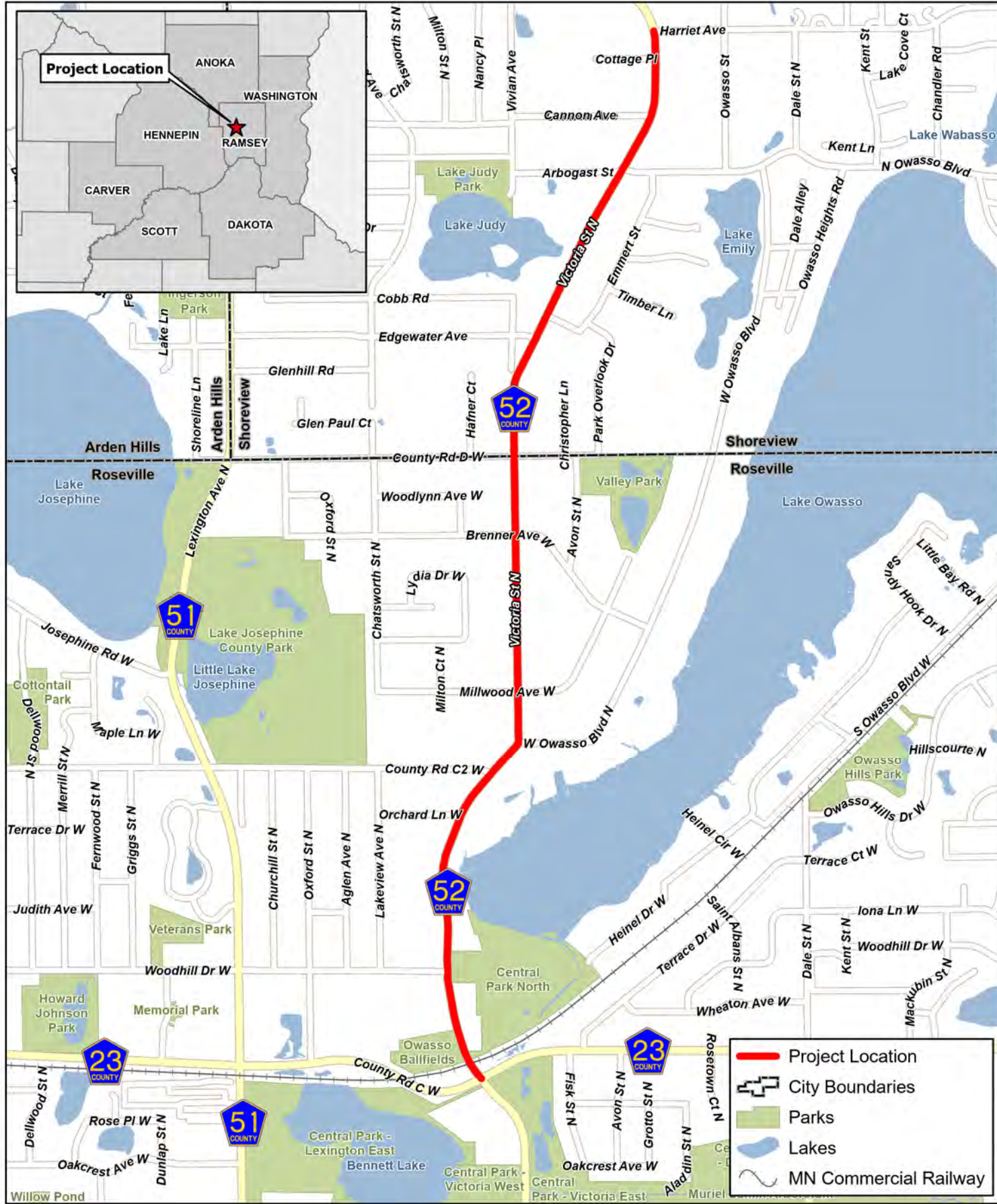


Figure 1 - Study Area

Victoria Street Roadway and Trail Conceptual Design Study
Ramsey County, MN



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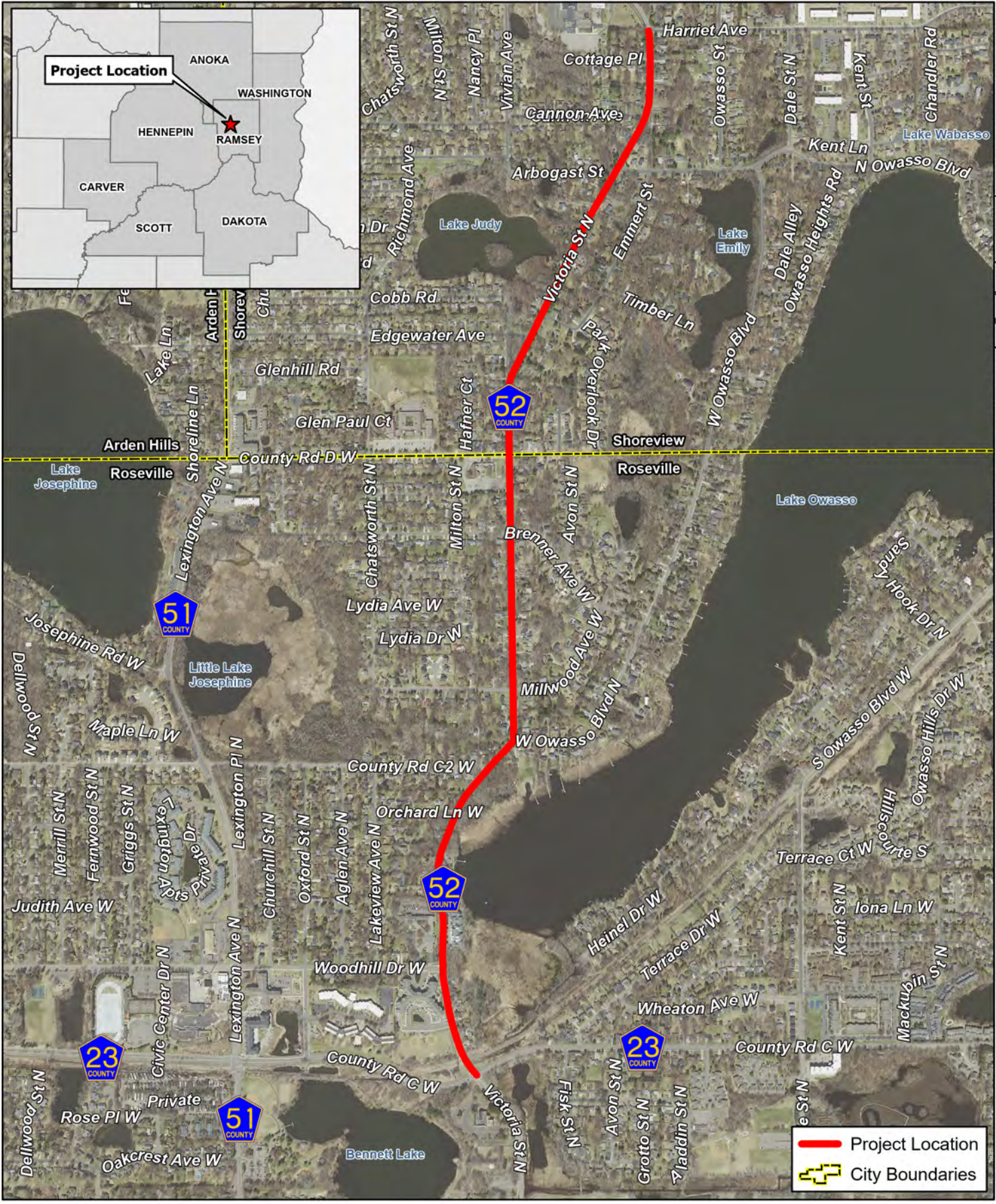
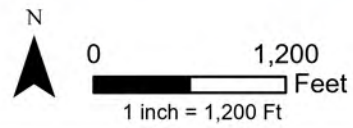


Figure 2 - Study Area Aerial

Victoria Street Roadway and Trail Conceptual Design Study
Ramsey County, MN



II. Existing Conditions

This section summarizes the existing conditions on the study corridor. Additional details are available in **Attachment A**.

Corridor Characteristics

Victoria Street is a two-lane, two-way roadway with paved shoulders and is designed as a rural section with ditch and swale drainage. On the far south end of the corridor there is an existing at-grade railroad crossing just north of County Road C. Adjacent land use is primarily single family residential with many driveways directly accessing the corridor. Other uses include senior living, multiple family, a church and a daycare center. Speed limits, traffic volumes and other key roadway information are listed in **Table 1**.

Table 1: Corridor Characteristics Summary

Characteristic	Data
Corridor length (mi.)	1.8
Speed Limit (mph)	35–40
Existing Right of Way	62'–84'
Annual Average Daily Traffic (AADT) ¹	4,950–6,200
Functional Classification	Other Arterial
Road Geometry	-Two-lane, two-way with paved shoulders -Rural cross section
Parking	Restricted and partially restricted
Existing Non-motorized facilities	-One small sidewalk segment -One small trail segment -Striped shoulders
Drainage	Largely ditch and swale drainage, small amount of curb and gutter at south end

(1) MnDOT, 2019



Existing roadway configuration along the northern part of the Victoria Street corridor.

Figure 3 and **Figure 4** depict the existing typical sections and their general locations along the corridor. There are several geometric constraints in addition to right of way that informed the development of concepts for the corridor, including:

- Utility poles near the roadway.
- Variation in elevation between adjacent homes/yards and the roadway.
- Horizontal curves.
- Variation in ditches and slopes along the corridor.
- Railroad crossing near County Road C.

There are limited sidewalks and trails in the study area for pedestrians and bicyclists to use. The corridor has some marked but uncontrolled pedestrian crossings. Including by New Perspective Senior Living at the southern end of the corridor and at W County Rd D. There is an existing sidewalk on the west side of Victoria Street from County Road C to Woodhill Drive, at the southern end of the corridor. Striped shoulders of varying width are present along the corridor, providing limited separation for bicycle travel. There are no dedicated bicycle facilities along the corridor in the study area, however there is a trail that begins at Arbogast Street just east of Victoria Street and heads north along Victoria Street from Cannon Avenue to County Road E and beyond. **Figure 5** shows the existing and planned nonmotorized transportation network in the study area.



An uncontrolled pedestrian crossing over Victoria Street at W County Rd D.

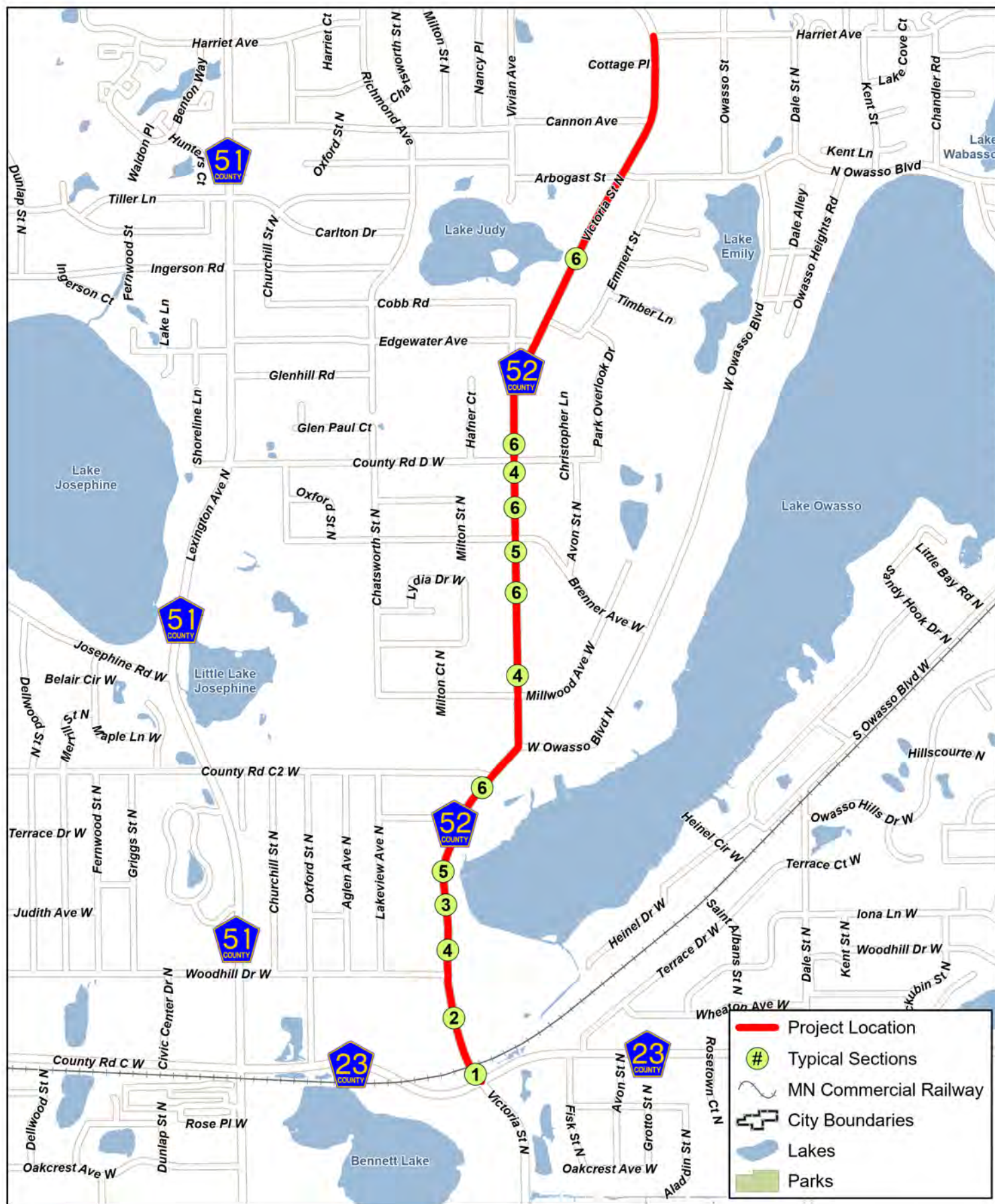


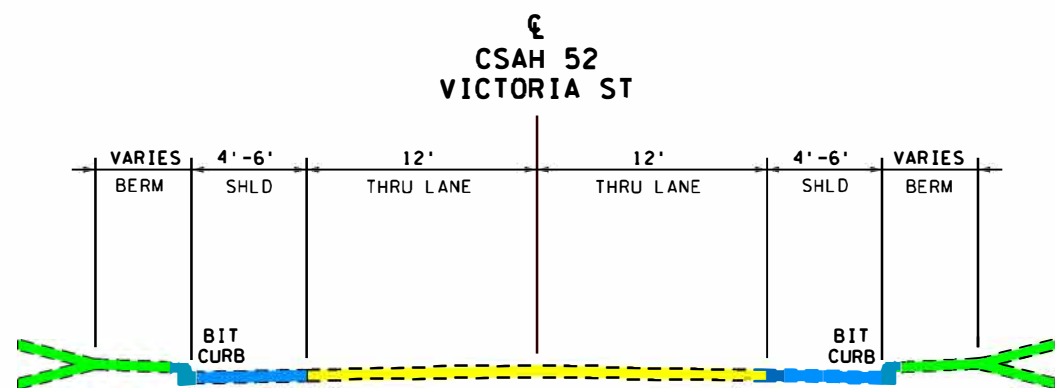
Existing roadway configuration along the northern segment of the Victoria Street corridor.

Metro Transit Route 227 travels along Victoria Street in the study area and provides weekday and weekend local bus service between Rosedale Transit Center in Roseville and Super Target in Shoreview, with weekday service to Deluxe Corp. headquarters in Shoreview. Transit stops are located along Victoria Street between Woodhill Drive and Arbogast Street.

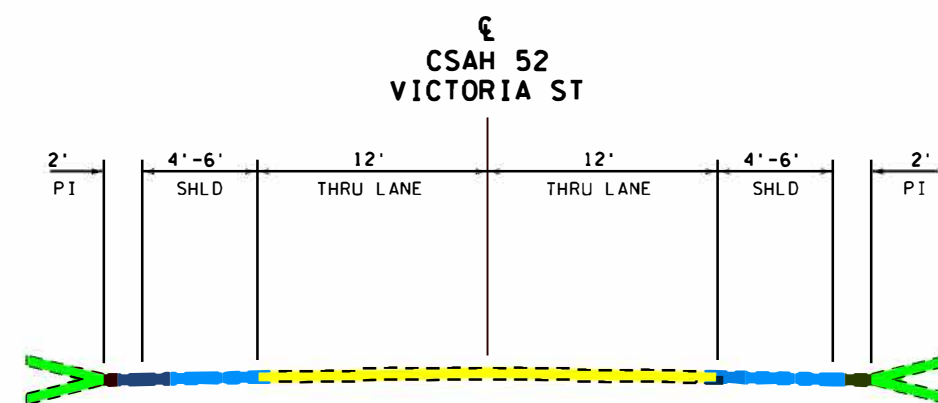


A sidewalk along the western side of Victoria Street in the southern portion of the study corridor.

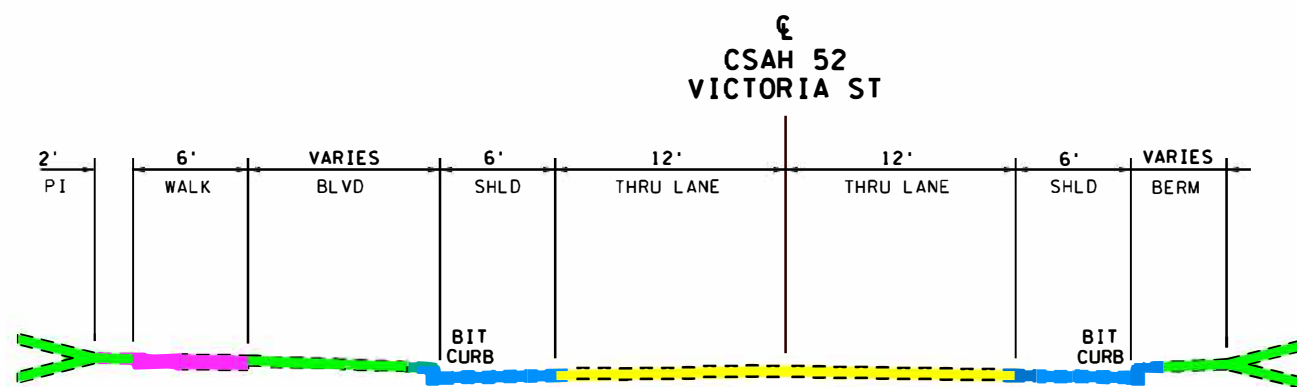




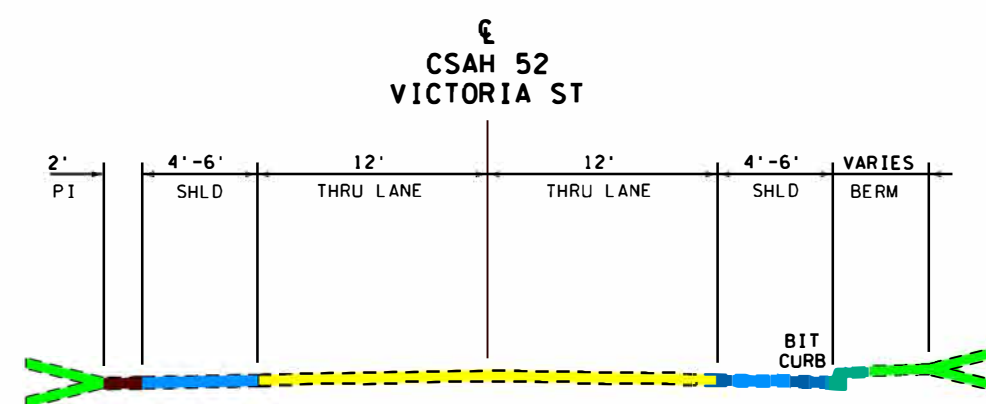
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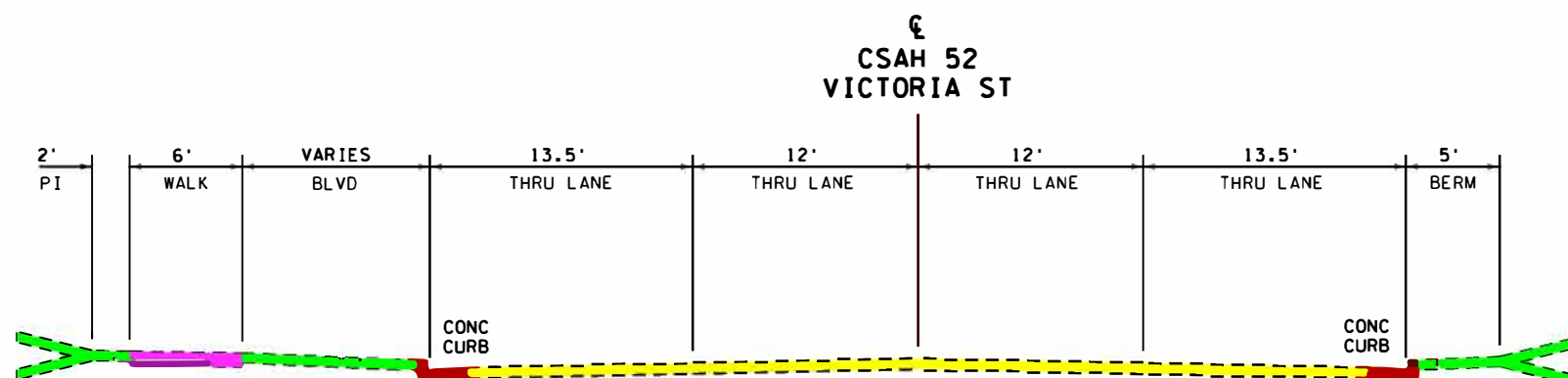
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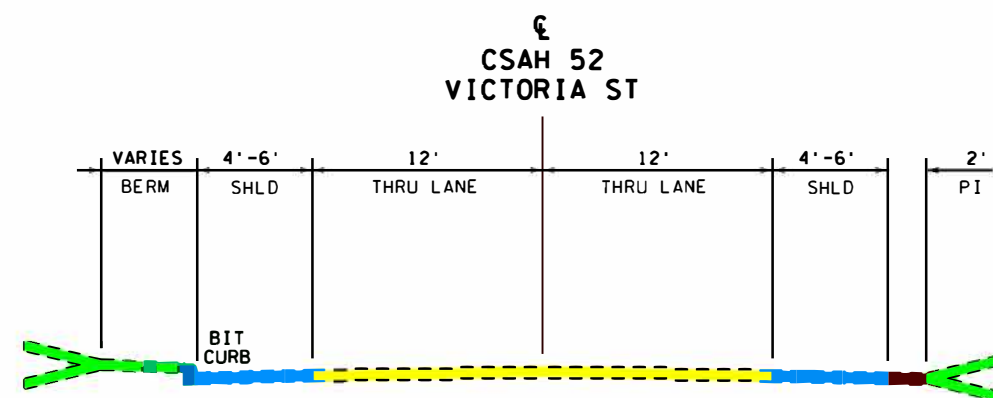
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EXISTING TYPICAL 5



EXISTING TYPICAL 1

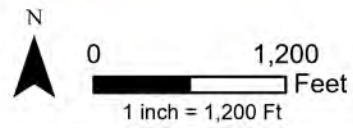


EXISTING TYPICAL 4

Figure 4 - Existing Typical Sections
Victoria Street Roadway and Trail Conceptual Design Study
Ramsey County, MN



Figure 5 - Existing and Planned Nonmotorized Transportation Network
Victoria Street Roadway and Trail Conceptual Design Study
Ramsey County, MN



Motor Vehicle Capacity Review

Current motor vehicle capacity (i.e., the number of vehicles that can be accommodated under existing conditions) was determined at key intersections along Victoria Street using traffic volumes (excluding 2020) from the Minnesota Department of Transportation's (MnDOT) Traffic Mapping Application.

The corridor has a level of service (LOS) C and a volume to capacity (V/C) ratio of 0.23. The corridor is under capacity for a two-lane roadway. All minor approaches at the intersections along Victoria Street are also under capacity based on the estimated peak hour volumes. Approaches with separate turn lanes increase the capacity, such as on County Road D and Woodhill Drive.

Crash and Safety Analysis

The most recent three-year (January 2017–December 2019) crash data for the corridor was extracted from MnDOT's Crash Analysis Mapping Tool (MnCMAT2). Data from year 2020 was excluded in the analysis because of lower-than-normal traffic volumes due to the COVID-19 pandemic. Crash data for each intersection along the corridor was analyzed, as well as all of Victoria Street. There were 17 reported crashes along the Victoria Street corridor during this period.

The northern (County Road D to Cannon Avenue) and southern (County Road C to Owasso Boulevard) segments on Victoria Street have above average crash rates, however the crash rates are under the critical crash rate threshold². Victoria Street between Owasso Boulevard and County Road D was the only segment below the average crash rate.

One fatality occurred in May of 2018. A driver going north on Victoria Street near Cannon Avenue veered off road and struck a retaining wall. No crashes involving a pedestrian or bicycle were reported along the corridor within the 2017-2019 time period. The only reported bicycle-related crash within the most recent 10-year period occurred in May of 2012 near Owasso Boulevard, where a vehicle was backing out of a driveway and struck another vehicle and bicycle traveling on Victoria Street.

Four of the five intersections with reported crashes have higher crash rates than average (County Rd C, County Rd C2, County Rd D, and Arbogast St), but all are below the critical crash rate. No crashes involving a pedestrian/ bicycle were reported at any intersection along the corridor within the 2017-2019 period.

Land Use, Parks and Schools

The nearly two-mile-long portion of Victoria Street that is being studied is located in Shoreview and Roseville—both built out, suburban communities. Land uses along Victoria Street are largely single family residential, with some multi-family residential at the south end, including a retirement community, a nursing home and an assisted living facility.

The City of Roseville's Owasso Ballfields are located at the far southern end of the corridor on the west side of Victoria Street. Central Park North is also located at the south of the study corridor, directly across from Owasso Ballfields. Additional portions of Central Park are located on the south side of County Road C. Valley Park is located roughly one block east of Victoria Street along County Road D. Lake Josephine Park (Ramsey County) is several blocks west of the corridor between County Road C2 and Brenner Avenue. Lake Judy Park is located just west of Victoria Street along Arbogast Street in Shoreview.

² Average crash rate is defined as the number of crashes per million vehicle miles traveled over a given period of time. Critical crash rate is calculated by weighting the average crash rate for similar segments in the state by existing traffic volumes.

Emmet D. Williams Elementary School (Roseville Area Schools) is located just west of Victoria Street along County Road D in Shoreview. Island Lake Elementary School (Mounds View Public Schools) and St. Odilia School are located along Victoria Street just north of the study area. **Figure 6** shows the location of parks and schools in relation to the study area.

Corridor Resources

Attachment A provides additional details on other resources that were reviewed in the process of developing the project team's understanding of the corridor, including:

- Utilities.
- Above ground structures.
- Water resources, including wetlands and floodplains.
- Threatened and endangered species.
- Historic and cultural resources.
- Land use.

Opportunities and Constraints

Based on the existing conditions analyses described above, a list of opportunities and constraints was identified to inform the creation of concepts for the corridor. Key opportunities include:

- Improve overall pedestrian and bicycle safety, connectivity and access for the corridor and surrounding residential neighborhoods.
- Improve safety, convenience and access to three elementary and middle schools: Island Lake Elementary, Emmet D. Williams Elementary and St. Odilia (K-8).
- Opportunity to seek funding for project construction through Safe Routes to School grants, Metropolitan Council Regional Solicitation grants or other grant funding opportunities.
- Building of an "All Ages and Abilities" link as consistent with the Ramsey County Pedestrian & Bicycle Plan.
- Opportunity to increase corridor aesthetics and residential real estate value through development of a boulevard-separated trail on one side of Victoria Street.
- Opportunity to link to the existing trail near the project's northern terminus to provide a seamless and "All Ages and Abilities" walk/bike connection for area neighborhoods to Island Lake County Park and to the employment and residential district near County Road E and Victoria Street.
- Opportunity to provide a safe environment for bicycle riders and pedestrians while also facilitating the mobility and safety needs of vehicle traffic.
- Opportunity to tie into existing trails and planned roadway safety improvements at County Road C.
- Provide safe crossings of Victoria Street for the surrounding neighborhood - potential for installation of Rectangular Rapid Flashing Beacons (RRFB), median crossing refuges and/or other measures as needed.

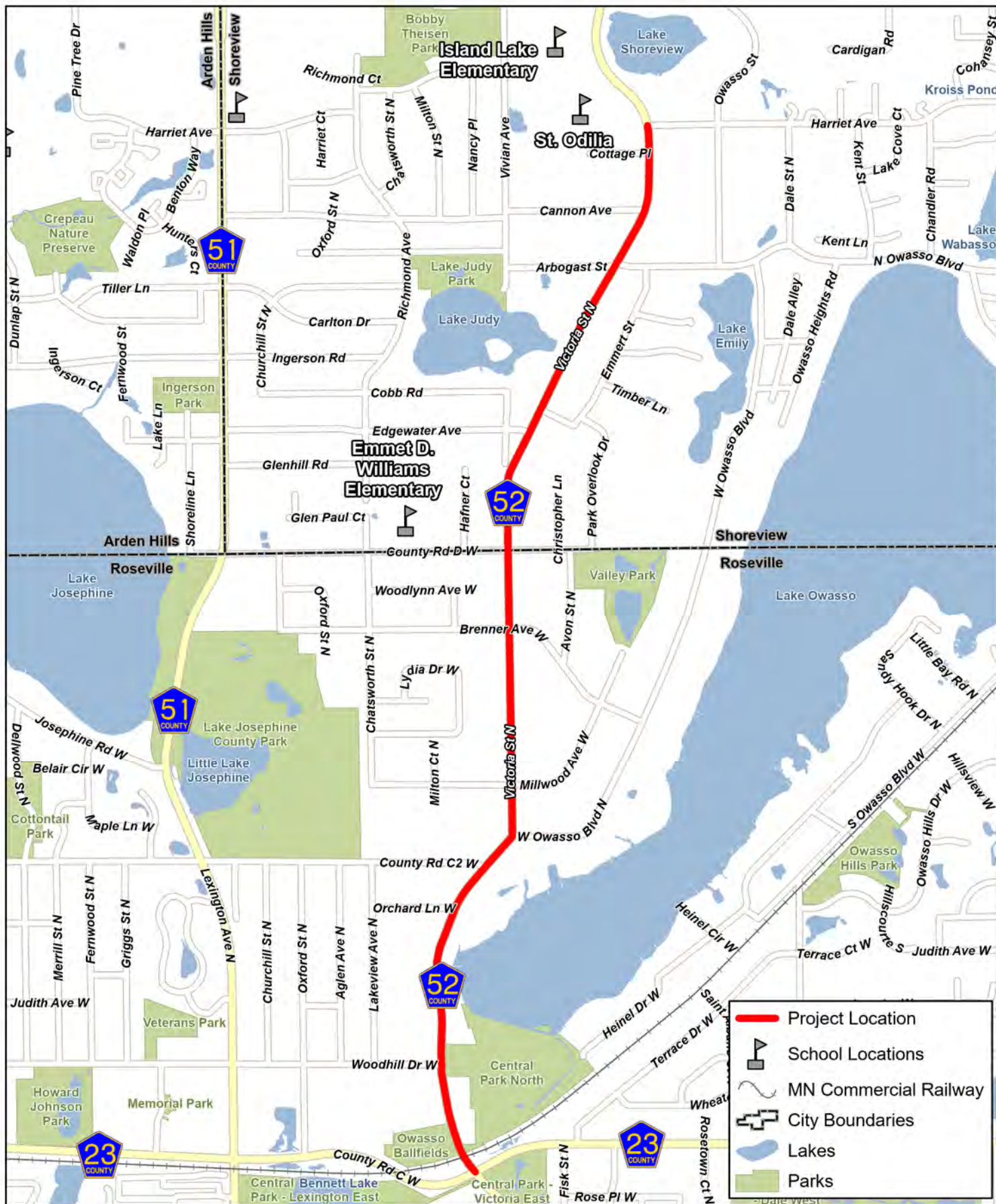


Figure 6 - Community Resources



In addition to the need to avoid, minimize and mitigate impacts to environmental resources, several constraints in the corridor were considered and should inform future designs:

- Limited right of way.
- Many driveways/access locations.
- Utility poles near the roadway as well as underground utilities.
- Existing above ground structures (e.g., mailboxes, road signs).
- Variation in elevation between adjacent homes/yards and the roadway.
- Horizontal curves.
- Variation in ditches and slopes along the corridor.
- Existing rural (ditch) section on corridor uses more space than an urban (curb and gutter) section.
- Environmental features including trees.
- Railroad crossing near County Road C.
- Consistency with existing Victoria Street trail north of Cannon Avenue.

III. Concept Development & Evaluation

Design Standards, Considerations and Best Practices

In the process of developing the recommended concepts, the project team reviewed and considered a range of local, state and national standards and sources of design guidance. These are discussed briefly in the sections that follow.

Ramsey County All Abilities Transportation Network Policy

The Ramsey County Board of Commissioners approved the All-Abilities Transportation Network in December 2016 to advance the county's vision of "A vibrant community in which all are valued and thrive." This policy commits the County to "creating and maintaining a transportation system that provides equitable access for all people regardless of race, ethnicity, age, gender, sexual preference, health, education, abilities and economics." The policy includes a hierarchy of transportation system users that should be considered during transportation planning and implementation, with more vulnerable users to be considered first (**Figure 7**).

Figure 7: Ramsey County All Abilities Transportation Network Policy – Modal Hierarchy

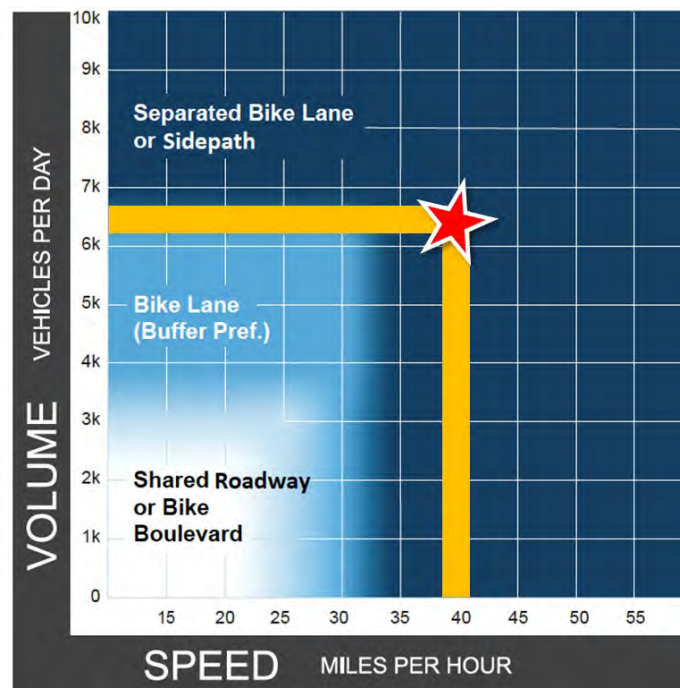


Source: Ramsey County All Abilities Transportation Network Policy

Federal Highway Administration and MnDOT

The Federal Highway Administration (FHWA) and MnDOT publish guidance to assist agencies with the process of selecting bicycle facilities that enhance safety and mobility for users in different roadway contexts. **Figure 8** depicts a tool that can be used to inform the selection of a bikeway facility based on the amount of traffic and the speed of vehicles on a roadway. This tool is found in the FHWA Bikeway Selection Guide as well as the MnDOT Bicycle Facility Design Manual. This guidance assumes that the facility is being designed for someone who is interested in biking, but who experiences the same level of stress and discomfort related to riding in proximity to motor vehicle traffic as the majority of the adult population. Based on the traffic volumes and vehicle speeds present on Victoria Street in the study area, a separated bike lane or sidepath is recommended.

Figure 8: FHWA Bikeway Selection Guide – Victoria Street



Source: Adapted from FHWA Bikeway Selection Guide

The MnDOT Bicycle Facility Design Manual discusses the types of bicyclists who are likely to use roadways with different levels of traffic stress (LTS), a system that categorizes roadways based on their suitability and comfort level for biking. To create an all ages and abilities network link along Victoria Street, an LTS 1 facility is most appropriate (**Figure 9**). LTS 1 is the lowest level of traffic stress and means that a facility is suitable for adults of all ages and levels of bicycle-riding experience as well as unsupervised children.

State Aid Standards

As a County State Aid Highway (CSAH), Victoria Street falls under the jurisdiction of Ramsey County and is subject to State Aid Standards for roadway and adjacent trail design. MnDOT State Aid design standards that would be applicable the preliminary cross sections under consideration for Victoria Street include:

- 8820.9995 Minimum Off-Road and Shared Use Path Standards.
- 8820.9936 Minimum Design Standards, Urban; New or Reconstruction Projects.
- 8820.9920 Minimum Design Standards; Rural and Suburban Undivided; New Or Reconstruction Projects.

Americans With Disabilities Act (ADA) Requirements

While the purpose of this study was not to develop detailed roadway designs for Victoria Street, the transportation needs of people with disabilities were considered in the development of concepts. All future project designs along with the final constructed project will comply with all applicable ADA standards.

Figure 9: Level of Traffic Stress

LTS LEVEL	DESCRIPTION	HIGHLY CONFIDENT BICYCLISTS WILL RIDE	SOMEWHAT CONFIDENT BICYCLISTS WILL RIDE	INTERESTED BUT CONCERNED BICYCLISTS WILL RIDE
LTS 1	Presents the lowest level of traffic stress; demands less attention from people riding bicycles, and attractive enough for a relaxing bicycle ride. Suitable for almost all people riding bicycles, including children trained to ride in the street and to safely cross intersections.	YES	YES	YES
LTS 2	Presents little traffic stress and therefore suitable to most adults riding bicycles, but demands more attention than might be expected from children.	YES	YES	SOMETIMES
LTS 3	More traffic stress than LTS 2, yet significantly less than the stress of integrating with multilane motor vehicle traffic.	YES	SOMETIMES	NO
LTS 4	Includes roadways that have no dedicated bicycle facilities and moderate to higher motor vehicle speeds and volumes OR high speed and high volume roadways WITH an exclusive bike lane where there is a significant speed differential between motor vehicles and bicyclists.	YES	NO	NO

Source: MnDOT Bicycle Facility Design Manual

New Facility – Desired Characteristics

Based on the project goals, applicable guidance and design standards, the project team determined that a new bicycle and pedestrian facility for Victoria Street should be consistent with the Ramsey County All Abilities Transportation Network Policy and reflect LTS 1. A typical LTS 1 facility in a suburban context is a fully separated trail, sometimes called a shared use path or sidepath. Based on applicable MnDOT State Aid standards, a ten-foot trail width is recommended, with an acceptable eight-foot minimum.

Phased Implementation

While this study developed a complete corridor vision, full reconstruction of Victoria Street is not planned for the near term. Ramsey County does not have funding identified for a full reconstruct of Victoria Street.

The goal of this study is to establish a vision for Victoria Street that can effectively accommodate bicycle and pedestrian activity now and into the future.

As a result, the study included a discussion of phasing the implementation of the identified corridor vision. Phasing will allow the County to improve safety and mobility for bicycle and pedestrian users in the corridor before funding is available for a full reconstruction of Victoria Street.

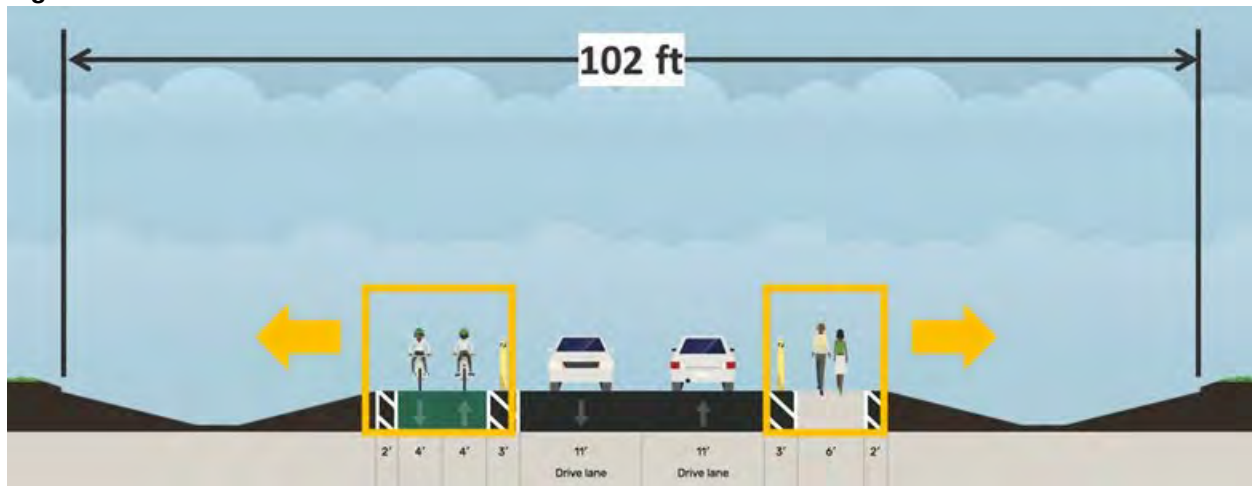
Phase 1 would likely include the construction of an urban section (curb and gutter) and a trail on one side of Victoria Street. The side of Victoria Street without the trail would remain in place. **Phase 2** would likely include full reconstruction of Victoria Street, including the existing roadway. During planning efforts for Phase 2, the County would evaluate the need and desire for the addition of a trail or sidewalk on the opposite side of the Phase 1 trail.

Preliminary Cross Section Concepts

Based on the project goals, public input and design considerations, the project team developed several preliminary cross section concepts for evaluation. These cross sections are shown as “full build” visions that would reflect full implementation of Phases 1 and 2, discussed above. Each cross section shows the applicable minimum and/or range of dimensions for motor vehicle travel lanes, pedestrian and bicycle facilities, boulevard and clear zones. Total required right of way is also shown. All cross sections show motor vehicle lanes narrowed to 10 or 11 feet from the existing 12 feet. It is important to note that although the public right of way available along this stretch of Victoria Street varies widely, at its narrowest dimension it is approximately 60 feet wide. To reduce the likelihood of needing to acquire public property for development of the new facilities, a total width of 60 ft was used as the maximum acceptable dimension for the concepts developed by the study.

Figure 10 depicts a roadway with the required dimensions if Victoria Street were to be reconstructed as a “rural” section roadway, or a roadway with ditches for drainage rather than curb and gutter (also known as an “urban” roadway). The majority of the study corridor now has a rural section; however, the design is not consistent with MnDOT State Aid’s current design standards. Designing a rural roadway that is consistent with MnDOT State Aid Design Standards would require a footprint of over 100 ft. This width greatly exceeds the available right of way which ranges from 62 to 84 ft.

Figure 10: Rural Section

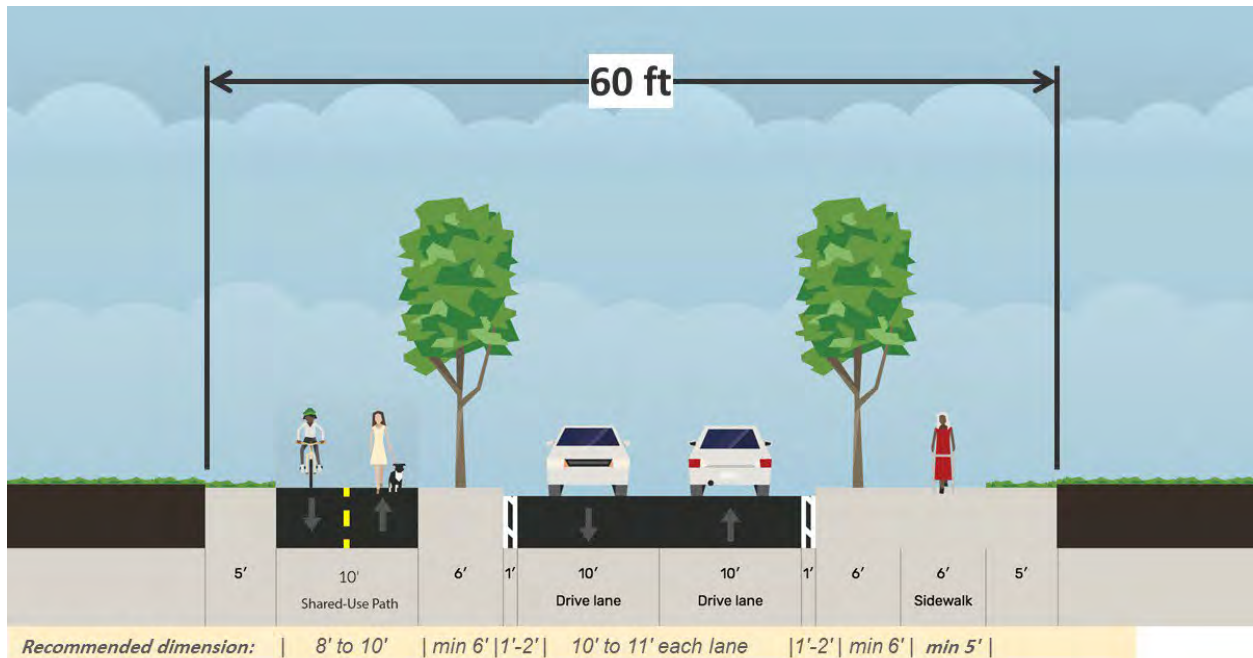


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Figure 11 and **Figure 12** show two options for a roadway with a trail and sidewalk on opposite sides, while **Figure 13** shows a trail on both sides. **Figure 14** depicts one-way separated bike lanes separated from the roadway by a boulevard with adjacent sidewalks, and **Figure 15** shows the same elements with

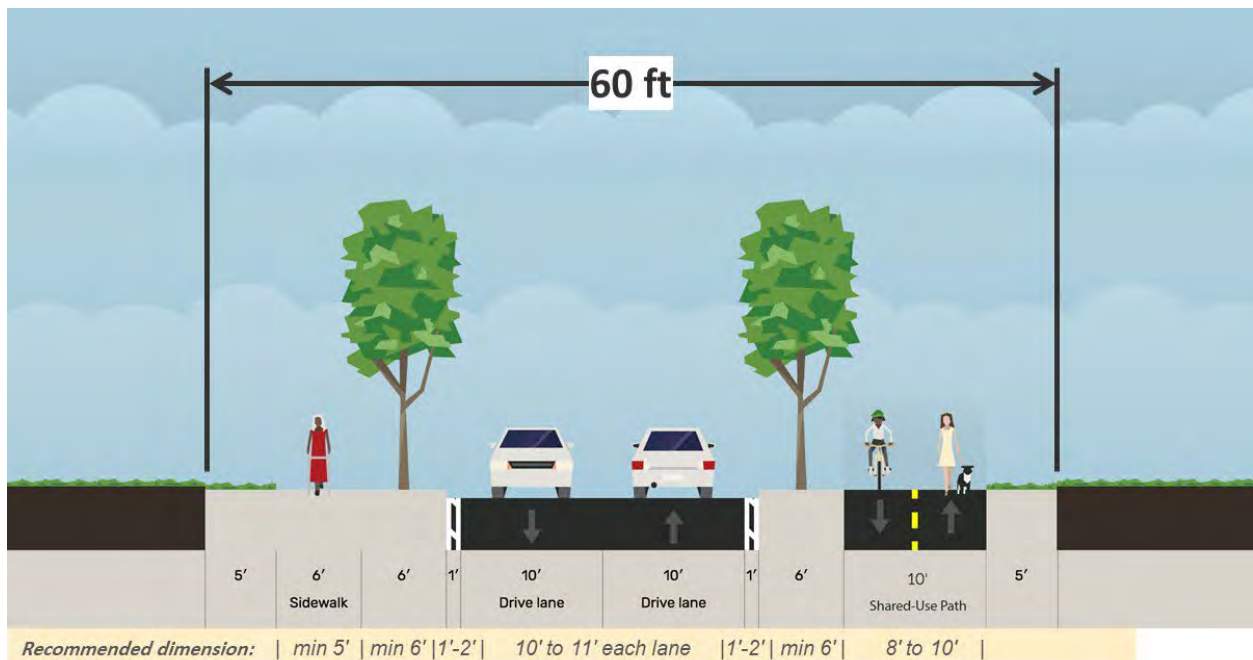
the boulevard instead between the bikeway and sidewalk. All of these options fit within the 60 ft limit intended to avoid or reduce impacts beyond the currently existing right of way.

Figure 11: Trail on West Side; Sidewalk on East Side



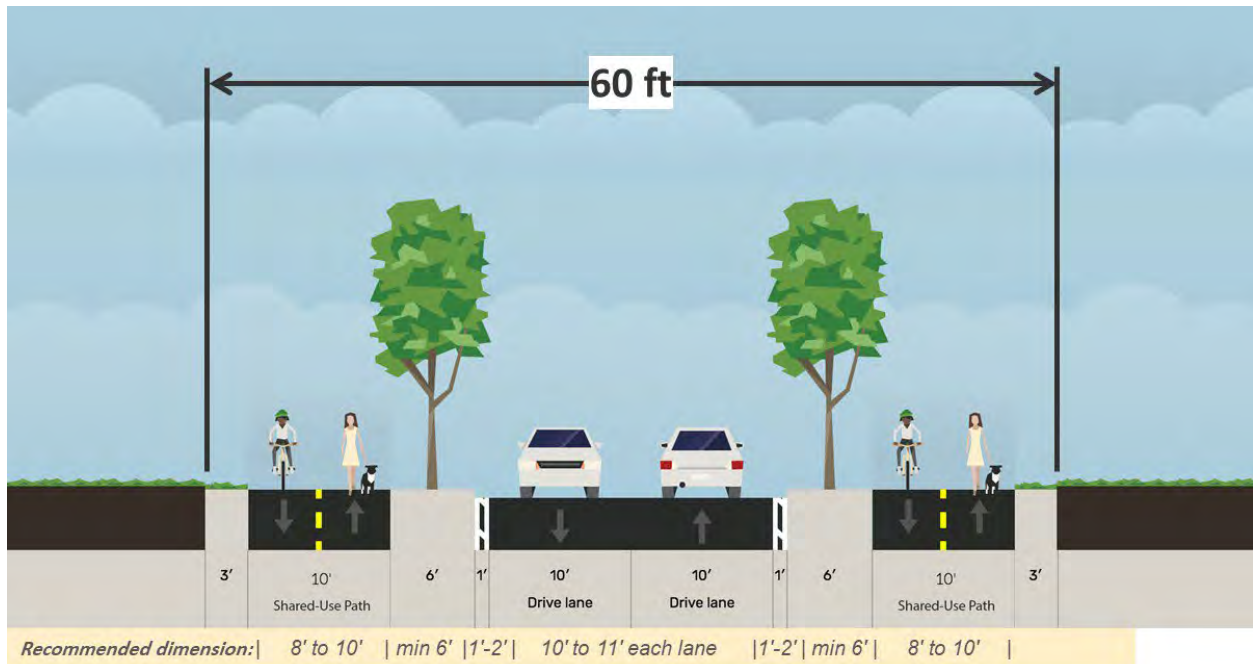
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Figure 12: Trail on East Side; Sidewalk on West Side



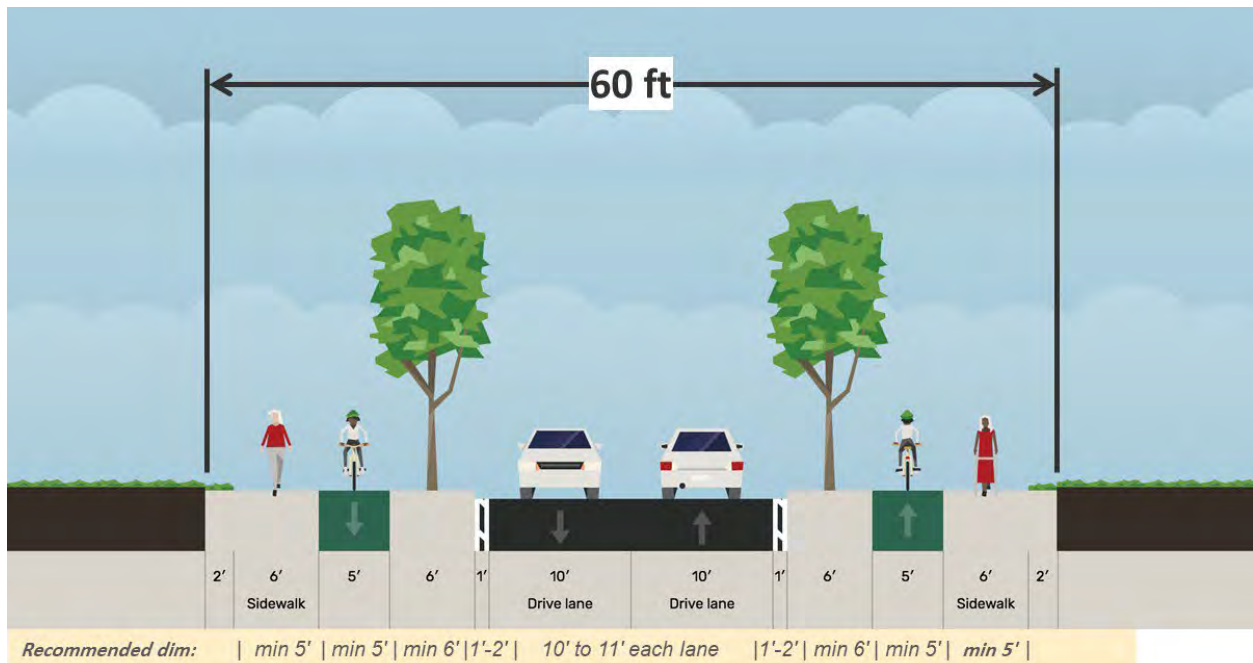
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Figure 13: Trail on Both Sides



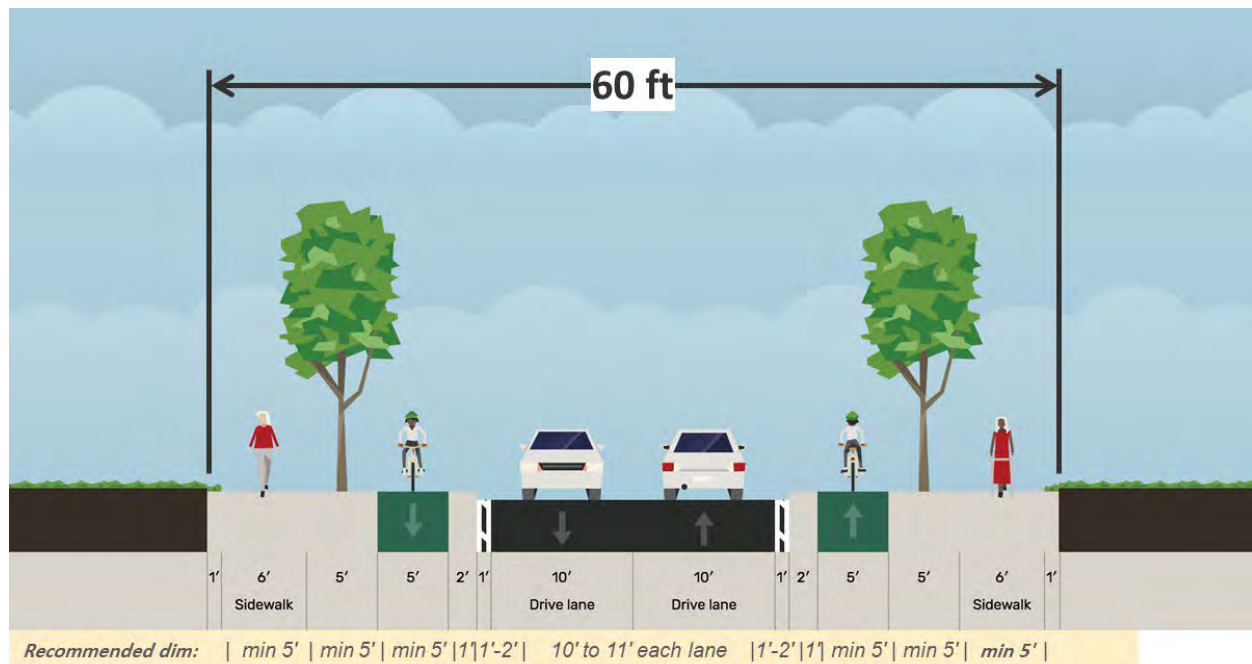
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Figure 14: Separated Bike Lanes (Option 1)



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Figure 15: Separated Bike Lanes (Option 2)



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Evaluation Process Overview

An evaluation process was developed to screen the preliminary cross section concepts and the full study area concepts. The evaluation of cross sections included both a “fatal flaw” analysis as well as a more in-depth screening. Following the cross section screening, full concepts were evaluated based on their ability to meet project needs and minimize social, economic and environmental impacts.

Cross Section Screening

The preliminary cross sections were first analyzed at a high level based on “fatal flaws,” or characteristics that would cause them to not move forward in the process based on a high-level understanding of potential benefits and impacts. All of the preliminary cross section concepts:

- Would improve safety for people walking and biking along Victoria Street.
- Would meet State Aid design Standards (required due to Victoria Street’s status as a CSAH).
- Would not result in social, environmental or economic impacts that could not be avoided, minimized or mitigated.

Next, the preliminary cross section concepts were evaluated based on the following criteria:

- The design avoids major permanent right of way impacts.
- The design is consistent with the context of the corridor.
- The design meets the needs of people of all abilities, consistent with County policy.
- Implementation of the design could be phased.
- If the implementation was phased, connections to the key destinations identified on the west side of the corridor would be improved.

The results of the cross section screening are shown in **Table 2**.

Table 2: Cross Section Screening Results

Type	Concepts (Long-Term Vision)	Avoids Major Permanent ROW Impacts ¹	Consistent With Context	Meets Needs of All Abilities	Phasing Possible	If Phased, Trail Would Directly Connect to Key Destinations West of Victoria ²
Rural	Trail on one side, sidewalk on other side	No – Ditches result in 100'+ cross section and higher right of way costs	Yes	Yes	Yes	Maybe – Depends on trail construction phasing
Urban	Trail on west side, sidewalk on east side	Yes	Yes	Yes	Yes	Yes
	Trail on east side, sidewalk on west side	Yes	Yes	Yes	Yes	No
	Trail on both sides	Yes	Yes	Yes	Yes	Maybe – Depends on trail construction phasing
	Separated bike lanes adjacent to sidewalk	Yes	No – More common in urban context	No – Separated bike lanes are directional	No	
	Separated bike lanes adjacent to road	Yes	No – More common in urban context	No – Separated bike lanes are directional. Less comfort for some users next to road.	No	
Legend:						
	Yes					
	No					
	Maybe					

(1) All concepts are likely to require temporary construction easements and/or minor permanent right of way acquisition.

(2) With phased approach, trail would be constructed on one side along with curb & gutter, improving connectivity to some destinations in the short term.

As noted in **Table 2**, the rural section would result in much greater right of way impacts due to the dimensions required by State Aid standards. The two separated bike lane concepts are not consistent with the surrounding nonmotorized network and are less intuitive for users of all abilities. The two bike lanes also could not be built in phases because only one direction of travel is provided on each side of the road.

The remaining cross sections, after being considered from a phased approach where a nonmotorized facility is only constructed on one side of Victoria St, were consolidated into two concepts that moved forward for further development and evaluation:

- Trail on the west side.
- Trail on the east side.

Full Concepts

Based on the outcomes of the cross section screening, two concepts were developed for the full study area. Based on public input and additional analysis, the study area was revised during concept development to extend north to Harriet Avenue rather than Cannon Avenue. This allowed the full corridor concepts to consider connectivity to the existing trails along Victoria Street north of Cannon Avenue.

Concept 1: Trail on West Side

Concept 1 (Phase 1) would construct a 10-foot bituminous multiuse trail along the west side of Victoria Street from County Road C to Harriet Avenue, where it would connect to the existing trail along the west side of Victoria Street that begins at Harriet Avenue. The existing sidewalk along the west side of Victoria Street between County Road C and Woodhill Drive would be replaced by the new trail. The existing trail along the east side of Victoria Street between Arbogast Street and Harriet Avenue would remain in place. Retaining walls would be required in some locations along the corridor.

A concrete curb and gutter would be constructed along the west side of the road. The width of the shoulder on the west side would also be reduced, and motor vehicle travel lanes would be restriped to reduce widths from 12 feet to 11 feet.

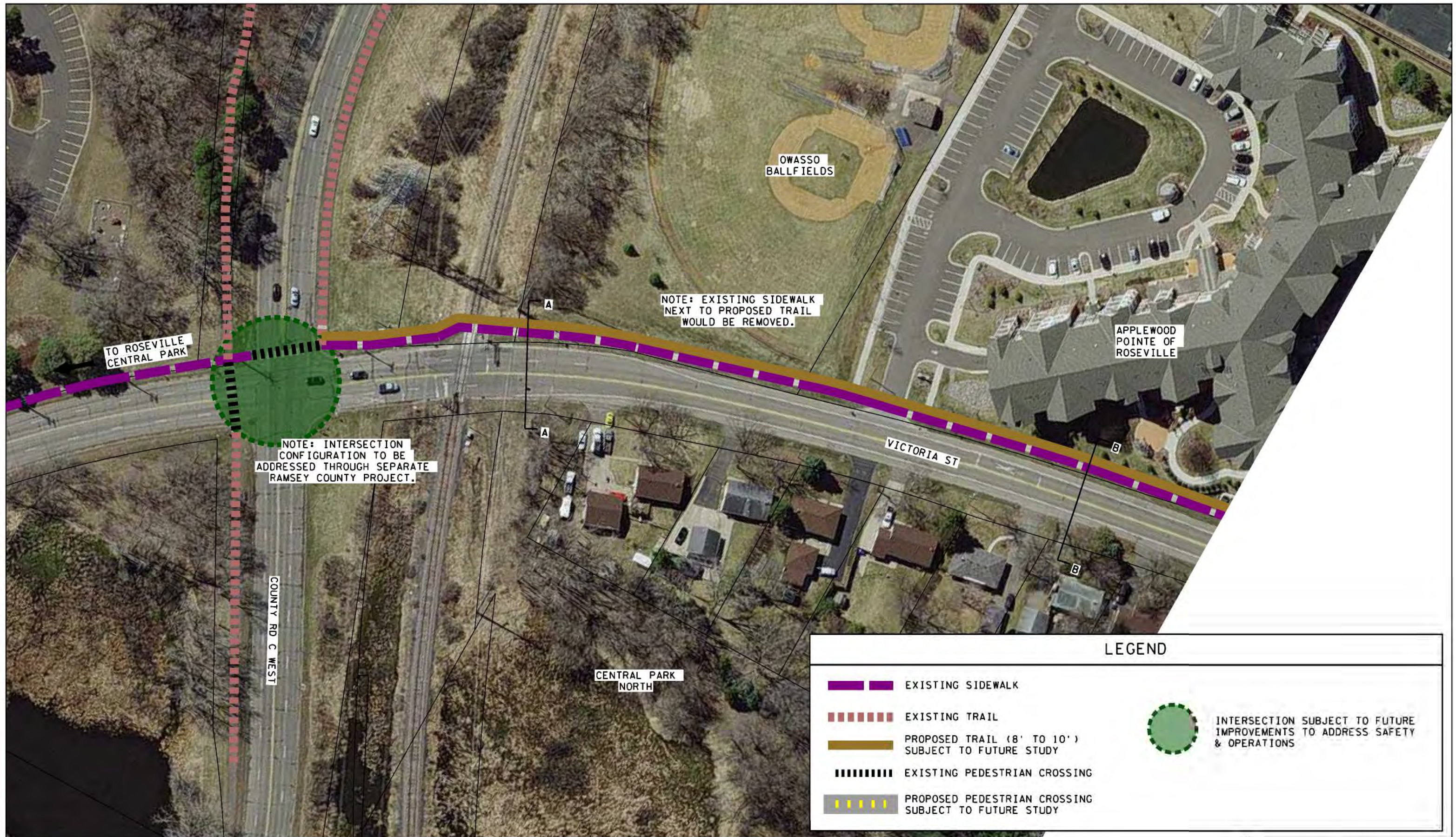
A plan view of Concept 1 is shown in **Figure 16**, with additional details shown in **Attachment B**. Typical sections that correspond to the markers in the plan view concept are shown in **Figure 17** (A-A through E-E).

Concept 2: Trail on East Side

Concept 2 (Phase 1) would construct a 10-foot bituminous multiuse trail along the east side of Victoria Street from County Road C to Cannon Avenue, where it would connect to the existing trail along the east side of Victoria Street between Arbogast Street and Harriet Avenue. The existing sidewalk along the west side of Victoria Street between County Road C and Woodhill Drive would remain in place. Retaining walls would be required in some locations along the corridor.

A concrete curb and gutter would be constructed along the east side of the road. The width of the shoulder on the east side would also be reduced, and motor vehicle travel lanes would be restriped to reduce widths from 12 feet to 11 feet.

A plan view of Concept 2 is shown in **Figure 18**, with additional details shown in **Attachment C**. Typical sections that correspond to the markers in the plan view concept are shown in **Figure 19** (A-A through E-E).



LEGEND

- EXISTING SIDEWALK
- EXISTING TRAIL
- PROPOSED TRAIL (8' TO 10')
SUBJECT TO FUTURE STUDY
- EXISTING PEDESTRIAN CROSSING
- PROPOSED PEDESTRIAN CROSSING
SUBJECT TO FUTURE STUDY
- INTERSECTION SUBJECT TO FUTURE
IMPROVEMENTS TO ADDRESS SAFETY
& OPERATIONS

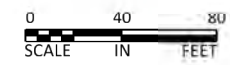




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CONCEPT 1 - WEST TRAIL ALIGNMENT
Victoria Street Road Study



Concept 1
Sheet 2 of 9
West Trail



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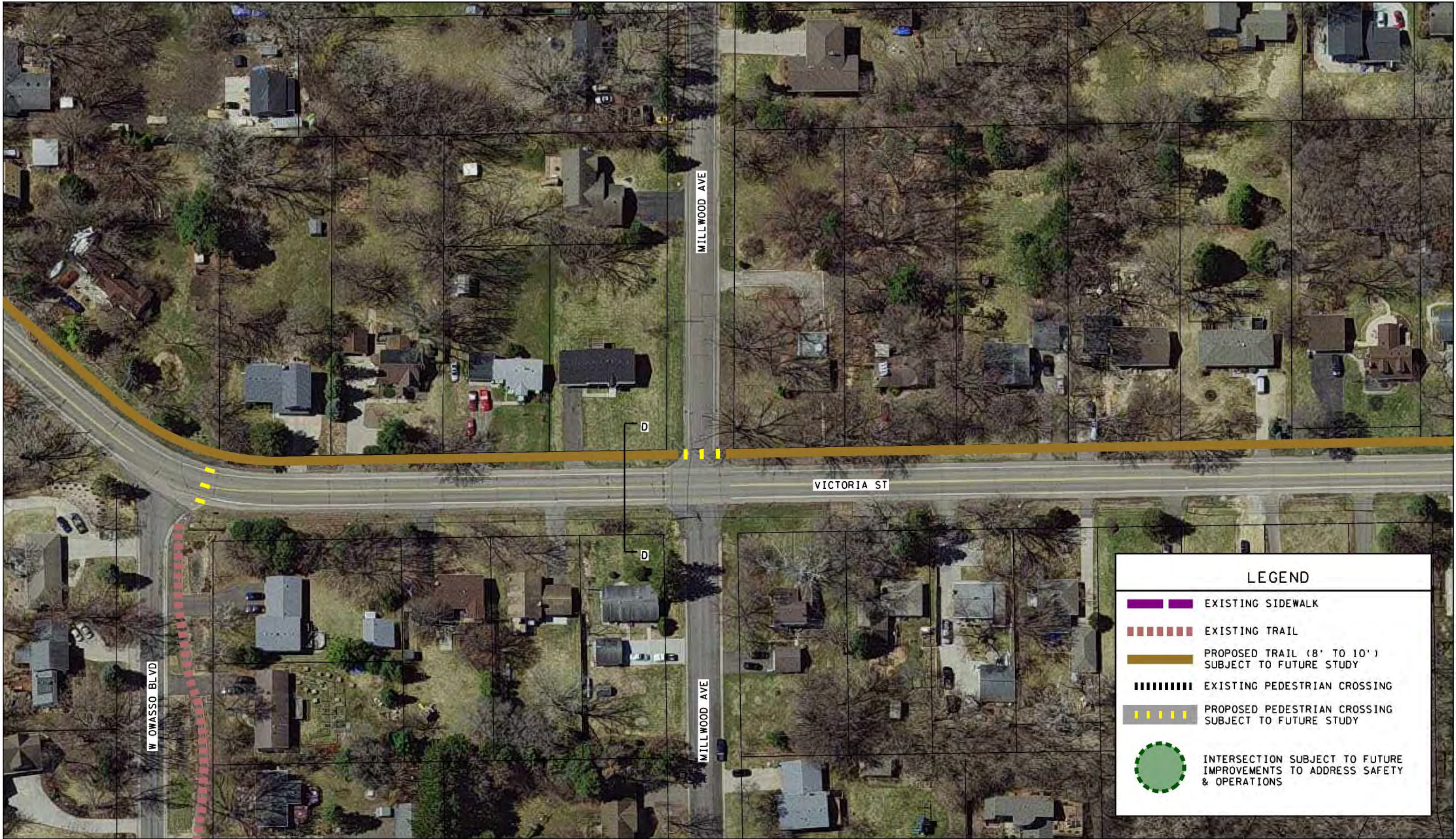


CONCEPT 1 - WEST TRAIL ALIGNMENT
Victoria Street Road Study



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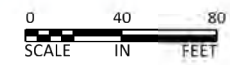
Concept 1
Sheet 3 of 9
West Trail



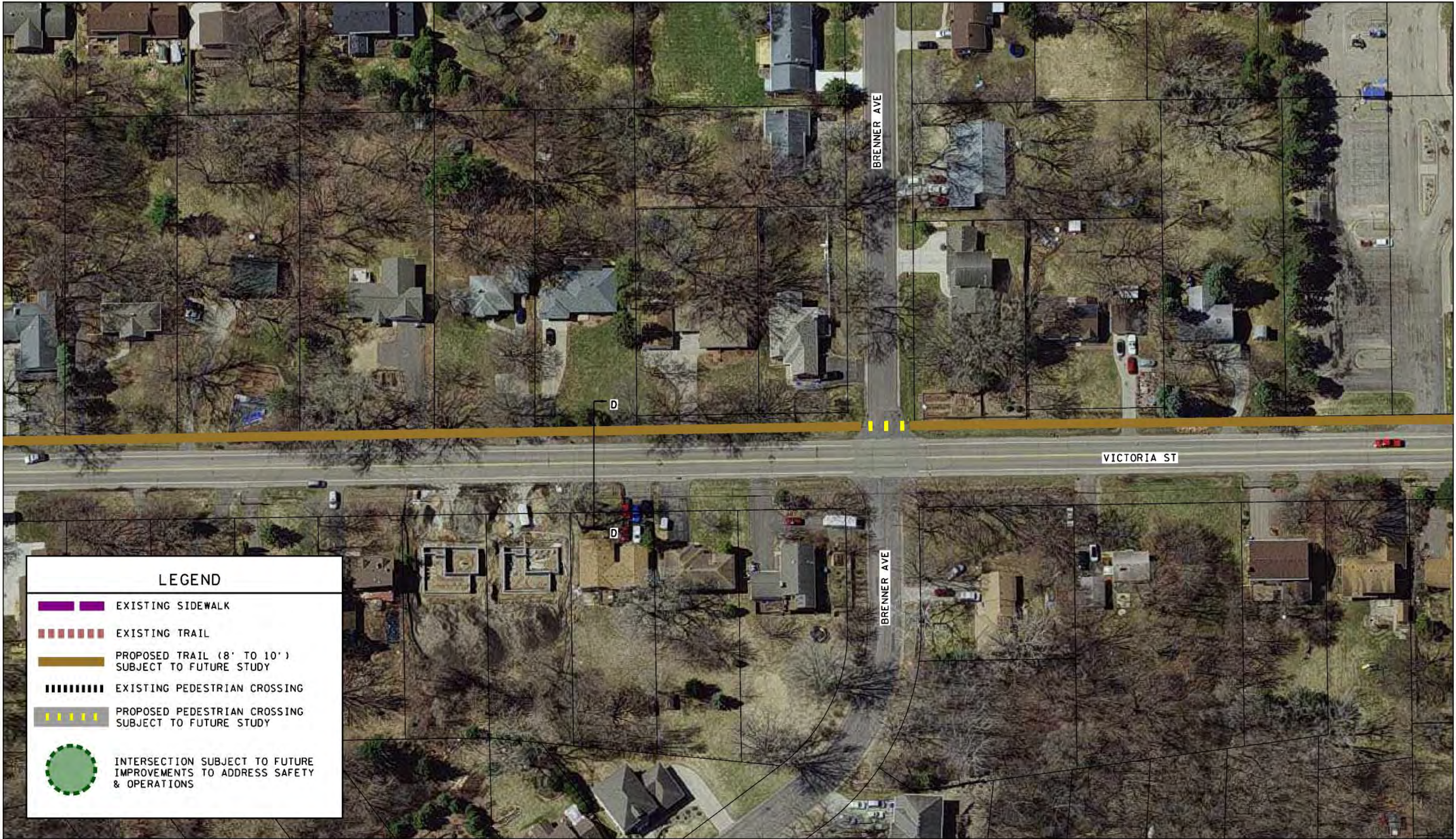
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CONCEPT 1 - WEST TRAIL ALIGNMENT Victoria Street Road Study



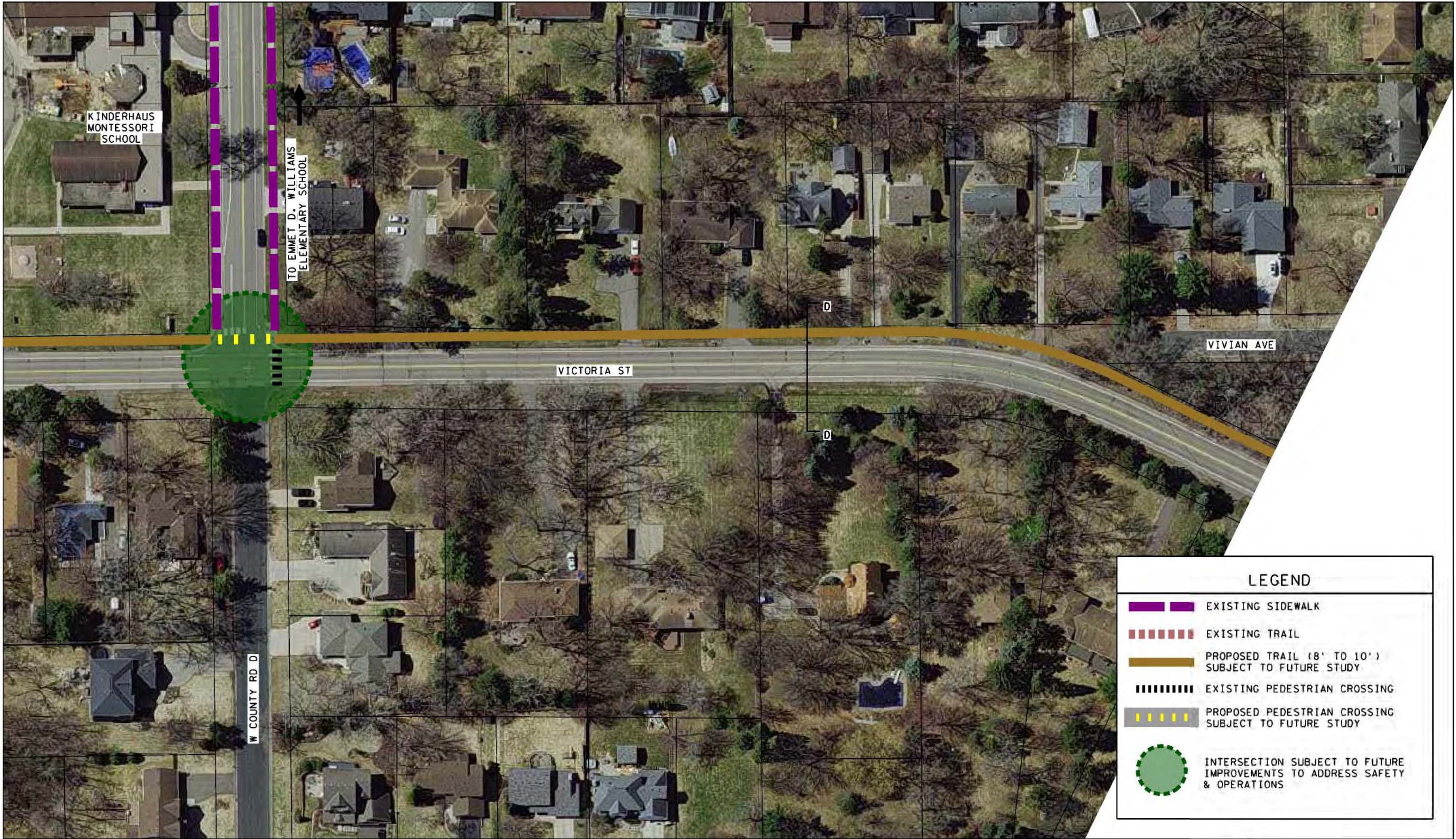
Concept 1
 Sheet 4 of 9
 West Trail



LEGEND

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-  EXISTING TRAIL
-  PROPOSED TRAIL (8' TO 10')
SUBJECT TO FUTURE STUDY
-  EXISTING PEDESTRIAN CROSSING
-  PROPOSED PEDESTRIAN CROSSING
SUBJECT TO FUTURE STUDY
-  INTERSECTION SUBJECT TO FUTURE
IMPROVEMENTS TO ADDRESS SAFETY
& OPERATIONS





LEGEND

EXISTING SIDEWALK

EXISTING TRAIL

PROPOSED TRAIL (8' TO 10')
SUBJECT TO FUTURE STUDY

EXISTING PEDESTRIAN CROSSING

PROPOSED PEDESTRIAN CROSSING
SUBJECT TO FUTURE STUDY

INTERSECTION SUBJECT TO FUTURE
IMPROVEMENTS TO ADDRESS SAFETY
& OPERATIONS



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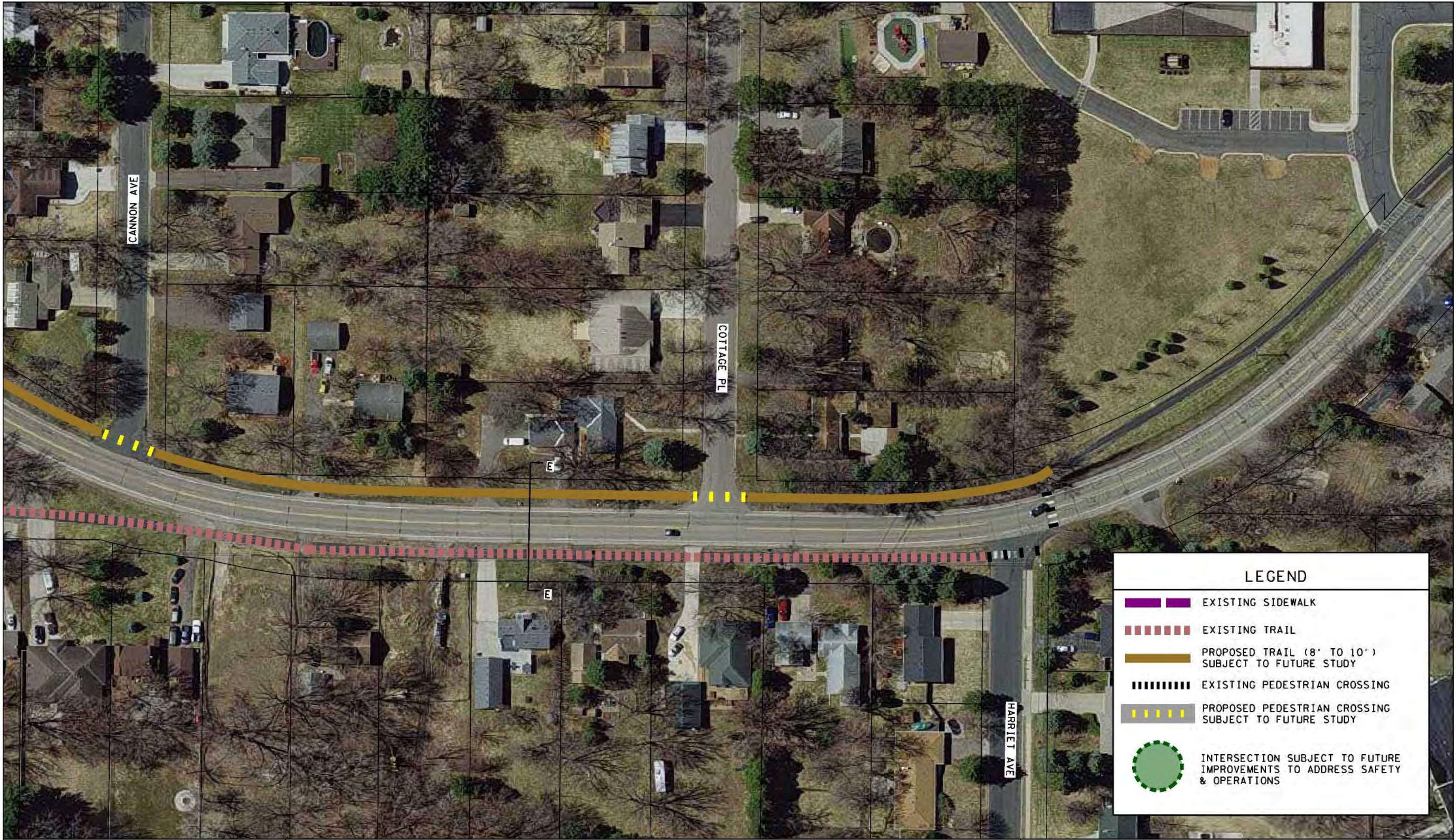
CONCEPT 1 - WEST TRAIL ALIGNMENT
Victoria Street Road Study



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SCALE IN FEET

Concept 1
Sheet 7 of 9
West Trail





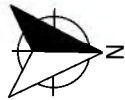
LEGEND

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- EXISTING TRAIL
- PROPOSED TRAIL (8' TO 10')
SUBJECT TO FUTURE STUDY
- EXISTING PEDESTRIAN CROSSING
- PROPOSED PEDESTRIAN CROSSING
SUBJECT TO FUTURE STUDY
- INTERSECTION SUBJECT TO FUTURE
IMPROVEMENTS TO ADDRESS SAFETY
& OPERATIONS

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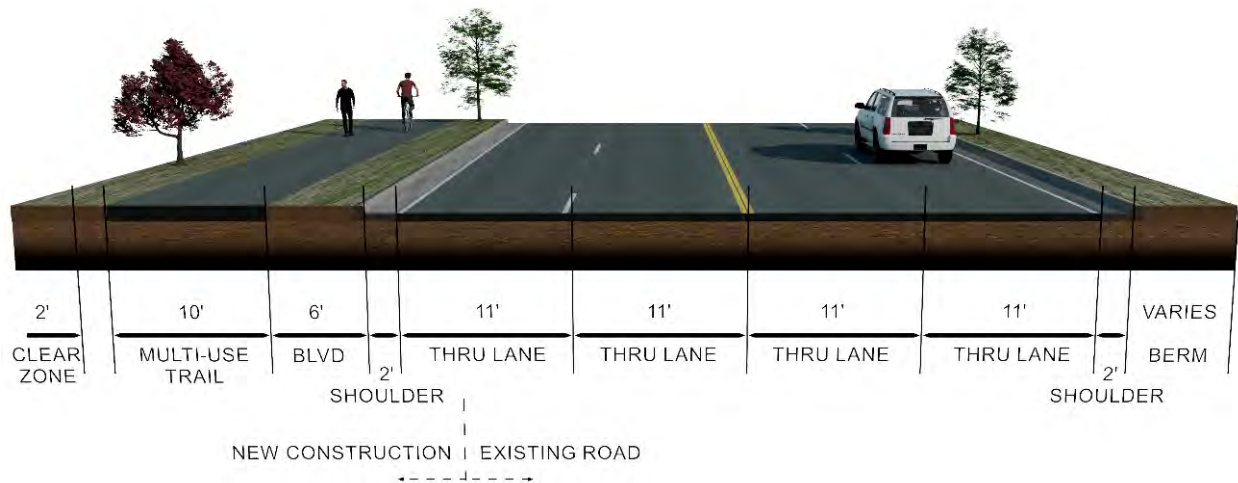


CONCEPT 1 - WEST TRAIL ALIGNMENT
Victoria Street Road Study

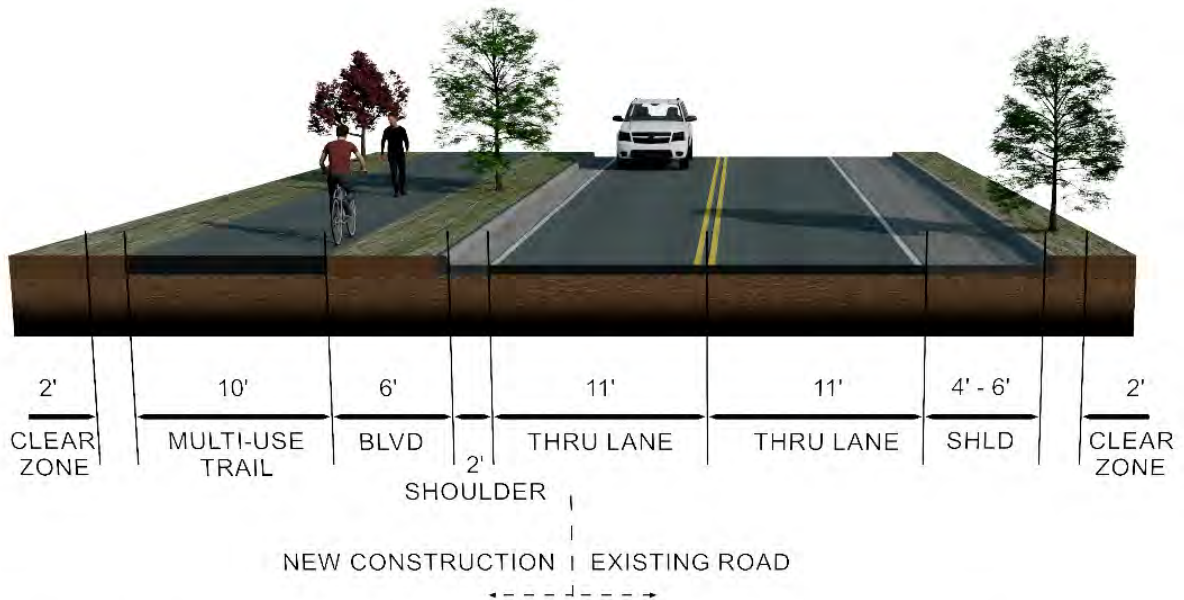


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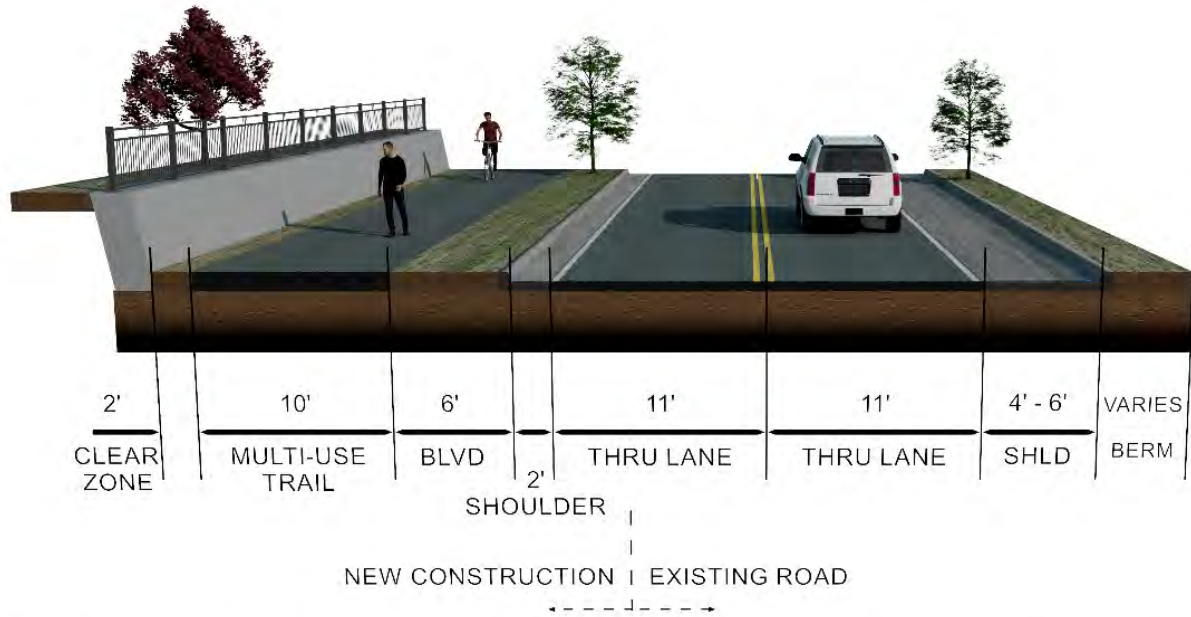
Figure 17: Concept 1 - West Side Trail Typical Sections



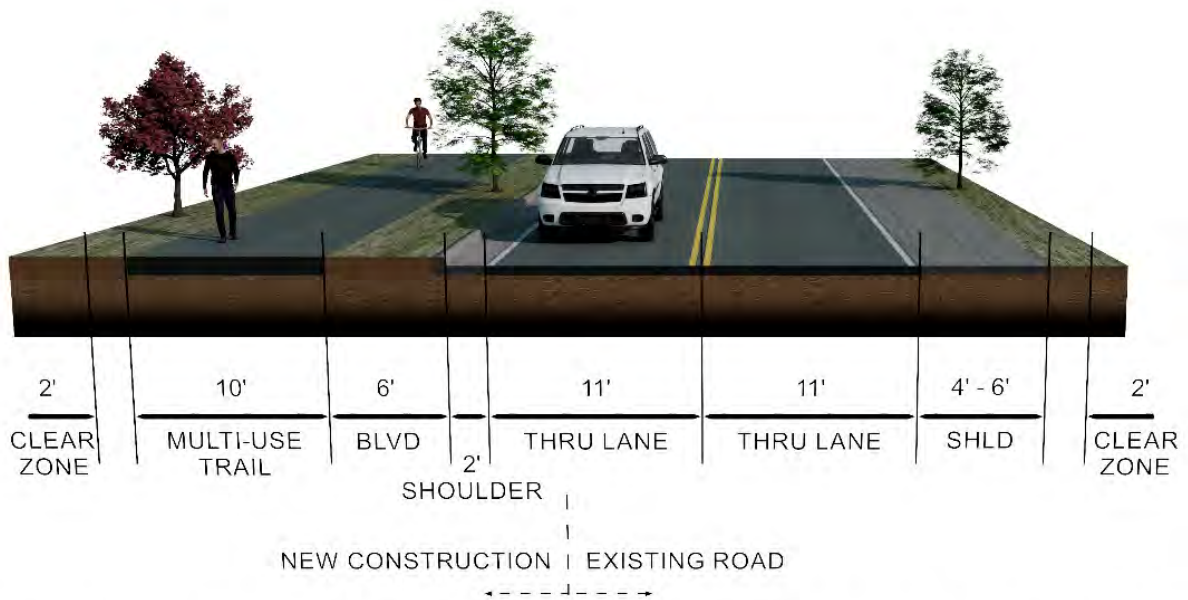
VICTORIA STREET WEST SIDE CONCEPT, TYPICAL SECTION A - A



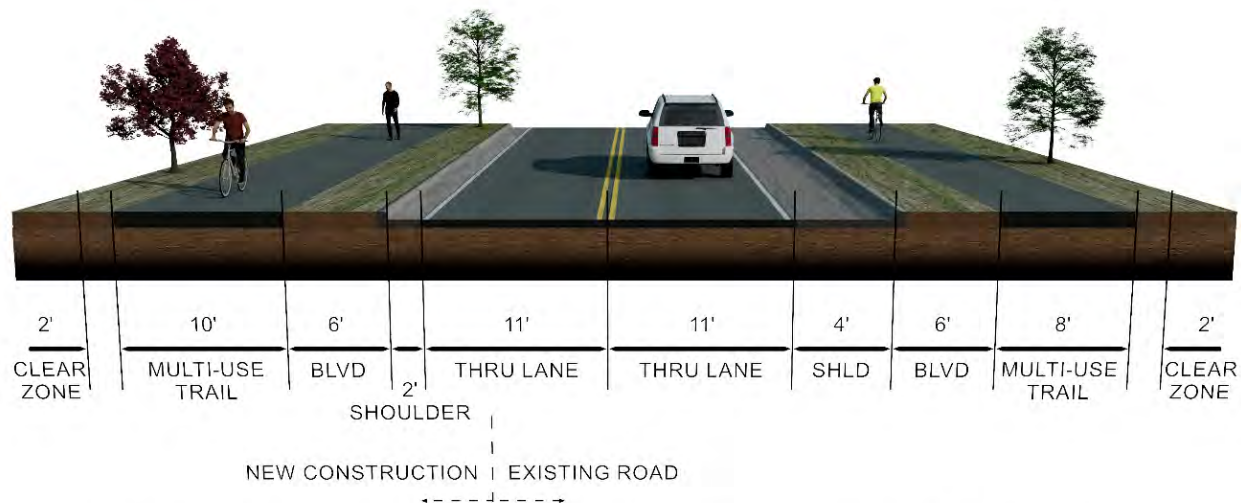
VICTORIA STREET WEST SIDE CONCEPT, TYPICAL SECTION B - B



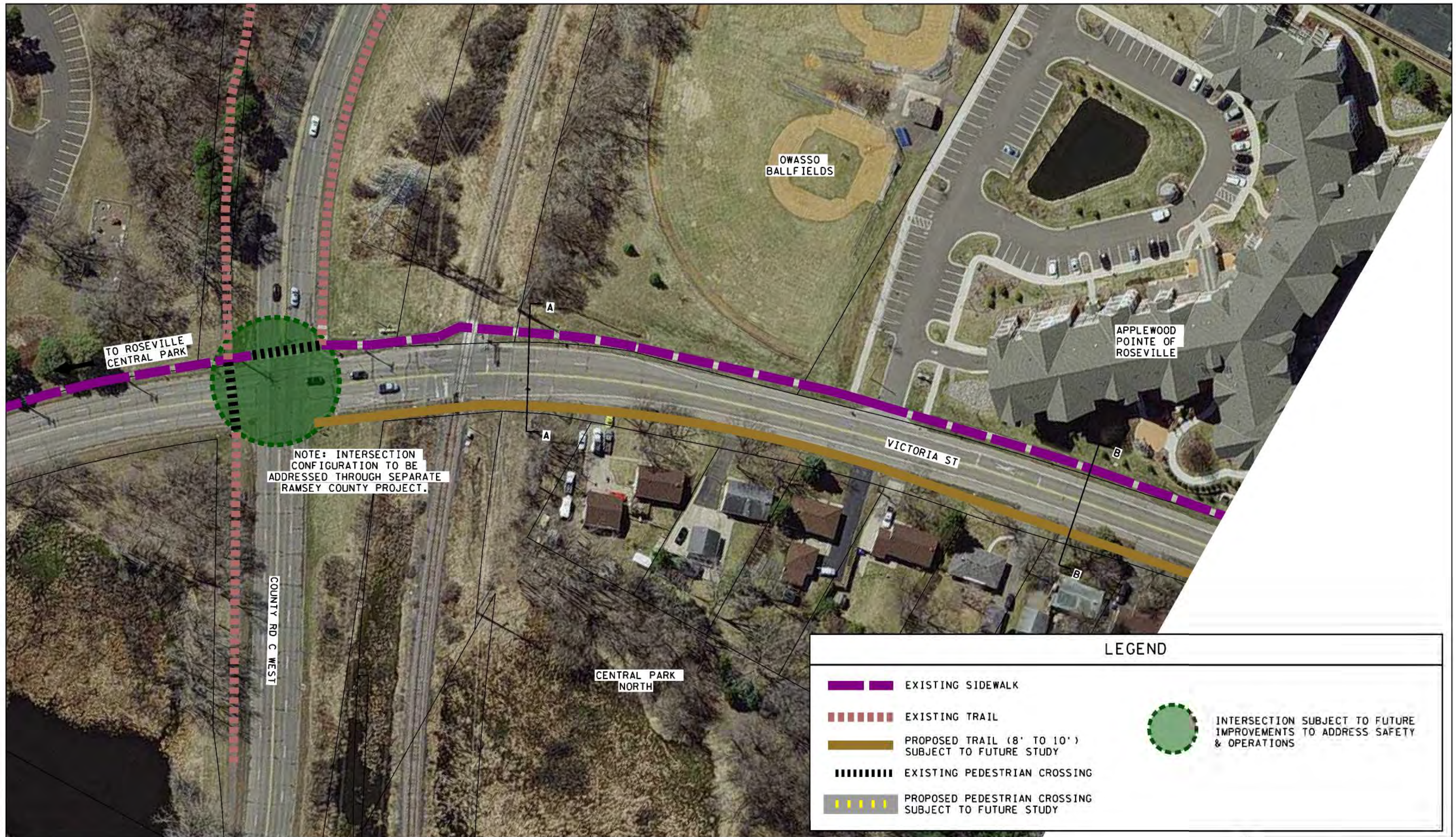
VICTORIA STREET WEST SIDE CONCEPT, TYPICAL SECTION C - C



VICTORIA STREET WEST SIDE CONCEPT, TYPICAL SECTION D - D



VICTORIA STREET WEST SIDE CONCEPT, TYPICAL SECTION E - E



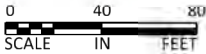


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CONCEPT 2 - EAST TRAIL ALIGNMENT

Victoria Street Road Study



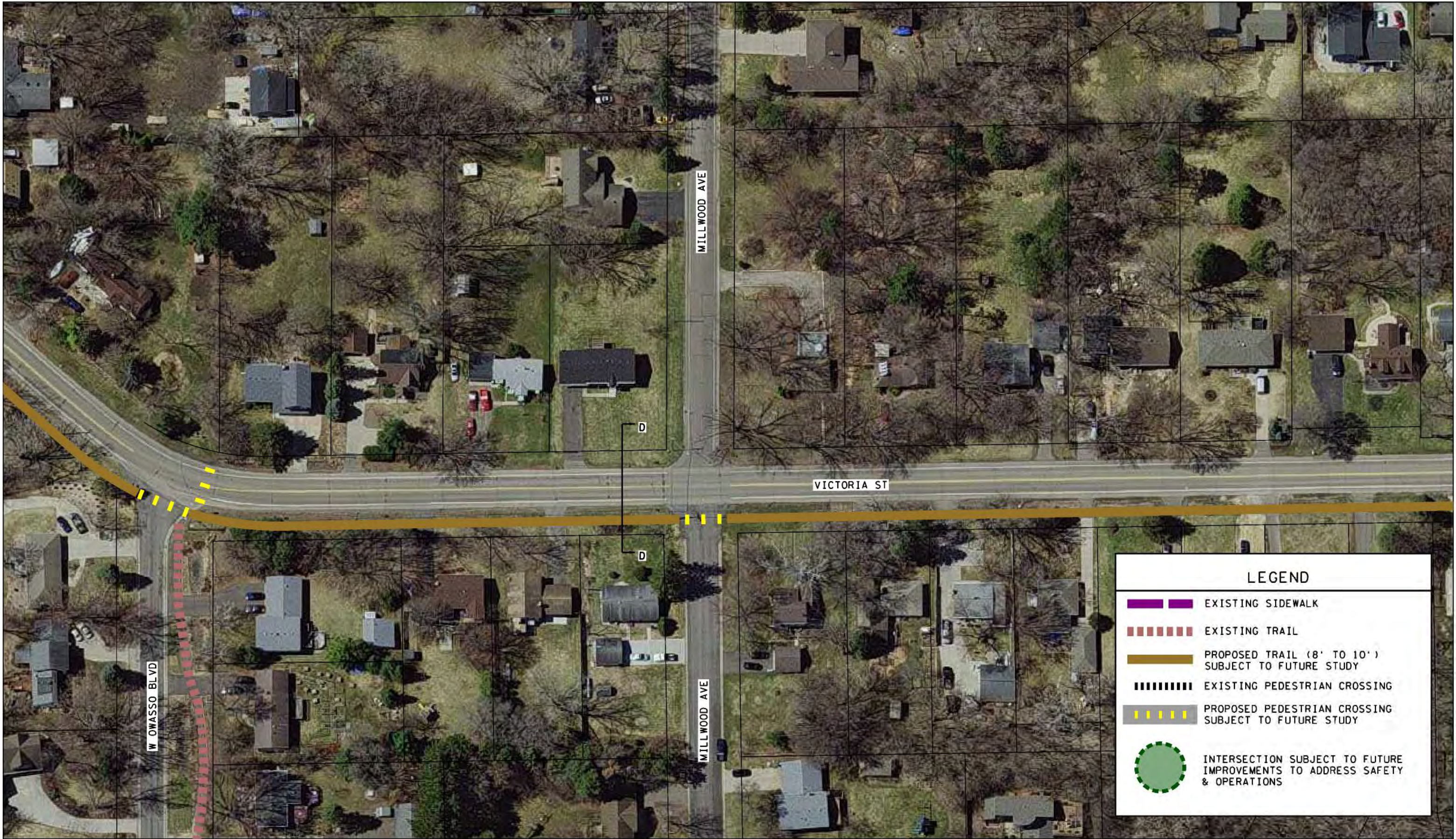
Concept 2
Sheet 2 of 9
East Trail



LEGEND

-  EXISTING SIDEWALK
-  EXISTING TRAIL
-  PROPOSED TRAIL (8' TO 10')
SUBJECT TO FUTURE STUDY
-  EXISTING PEDESTRIAN CROSSING
-  PROPOSED PEDESTRIAN CROSSING
SUBJECT TO FUTURE STUDY
-  INTERSECTION SUBJECT TO FUTURE
IMPROVEMENTS TO ADDRESS SAFETY
& OPERATIONS

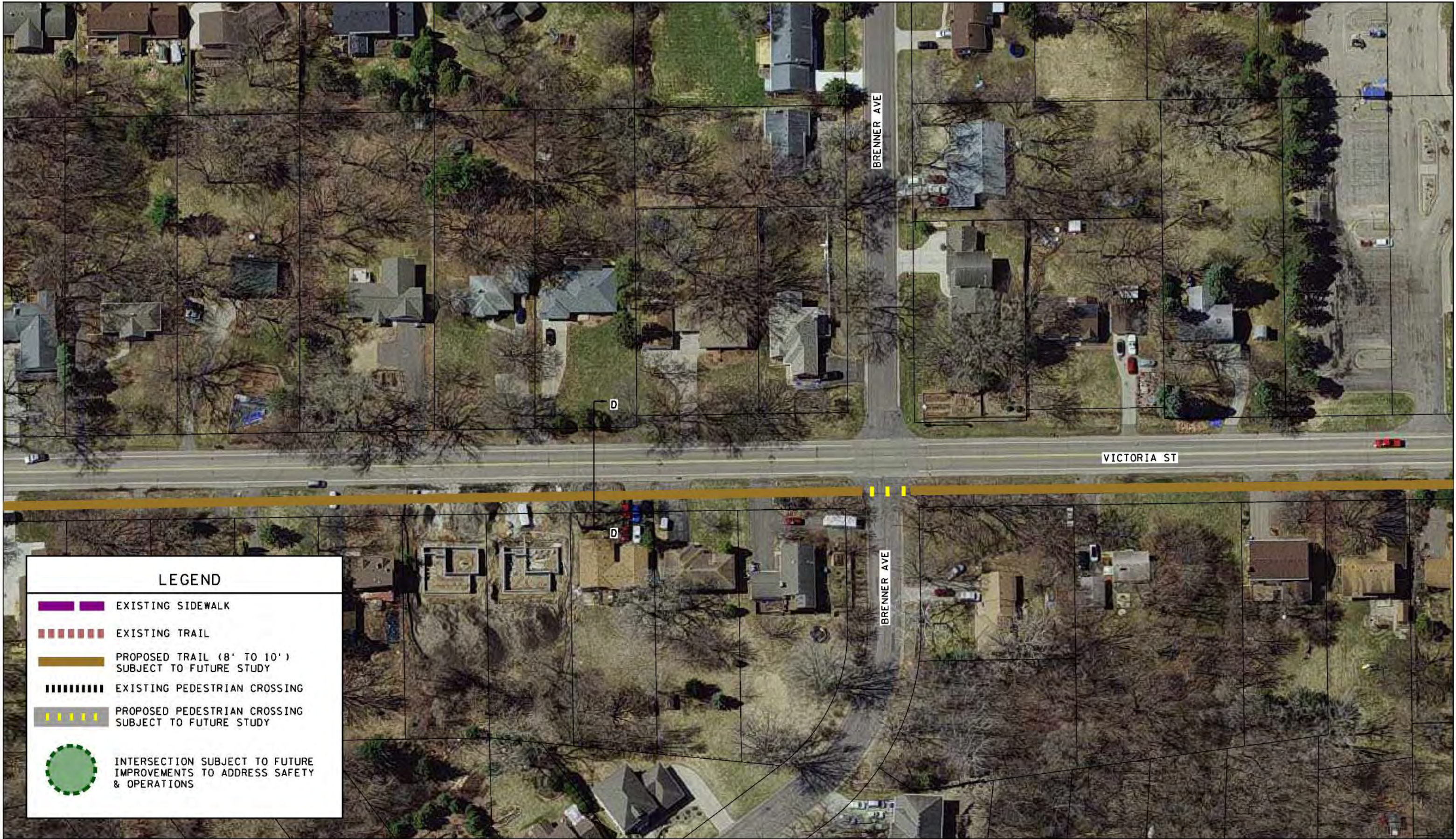




LEGEND

EXISTING SIDEWALK

EXISTING TRAIL



LEGEND

-  EXISTING SIDEWALK
-  EXISTING TRAIL
-  PROPOSED TRAIL (8' TO 10')
SUBJECT TO FUTURE STUDY
-  EXISTING PEDESTRIAN CROSSING
-  PROPOSED PEDESTRIAN CROSSING
SUBJECT TO FUTURE STUDY
-  INTERSECTION SUBJECT TO FUTURE
IMPROVEMENTS TO ADDRESS SAFETY
& OPERATIONS



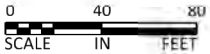


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CONCEPT 2 - EAST TRAIL ALIGNMENT

Victoria Street Road Study

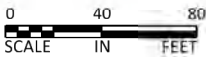




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CONCEPT 2 - EAST TRAIL ALIGNMENT
Victoria Street Road Study



Concept 2
Sheet 7 of 9
East Trail



LEGEND

EXISTING SIDEWALK

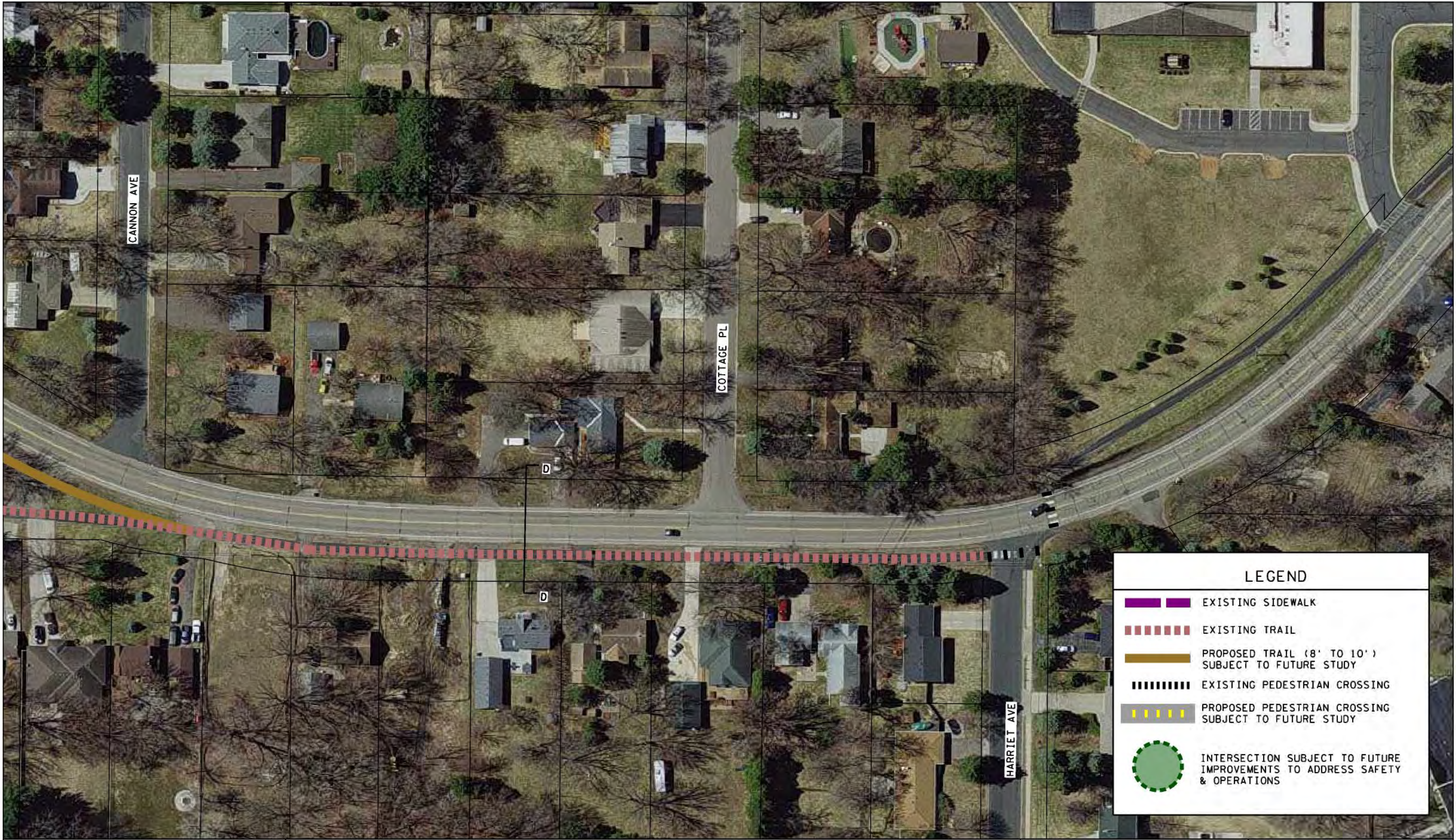
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SUBJECT TO FUTURE STUDY

EXISTING PEDESTRIAN CROSSING

PROPOSED PEDESTRIAN CROSSING
SUBJECT TO FUTURE STUDY

INTERSECTION SUBJECT TO FUTURE
IMPROVEMENTS TO ADDRESS SAFETY
& OPERATIONS



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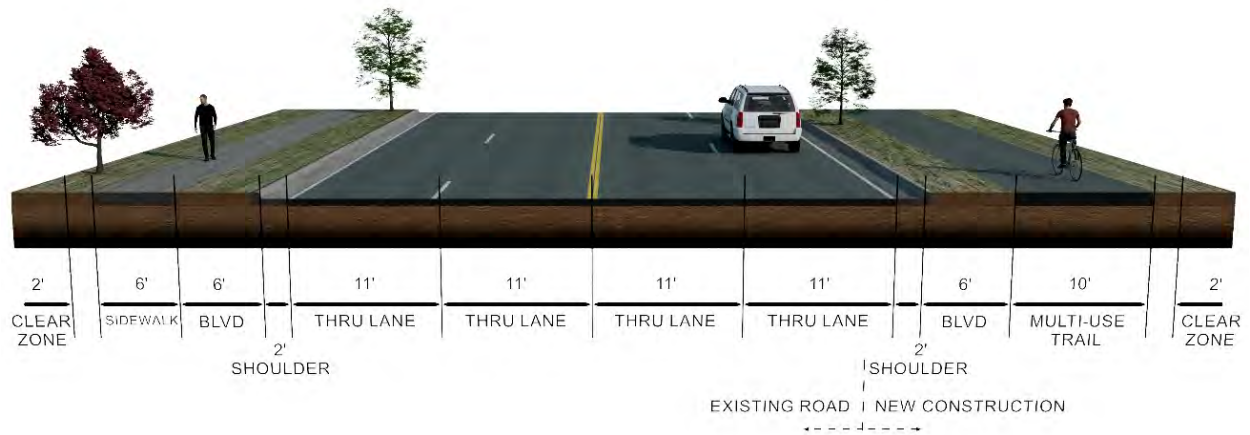
CONCEPT 2 - EAST TRAIL ALIGNMENT Victoria Street Road Study



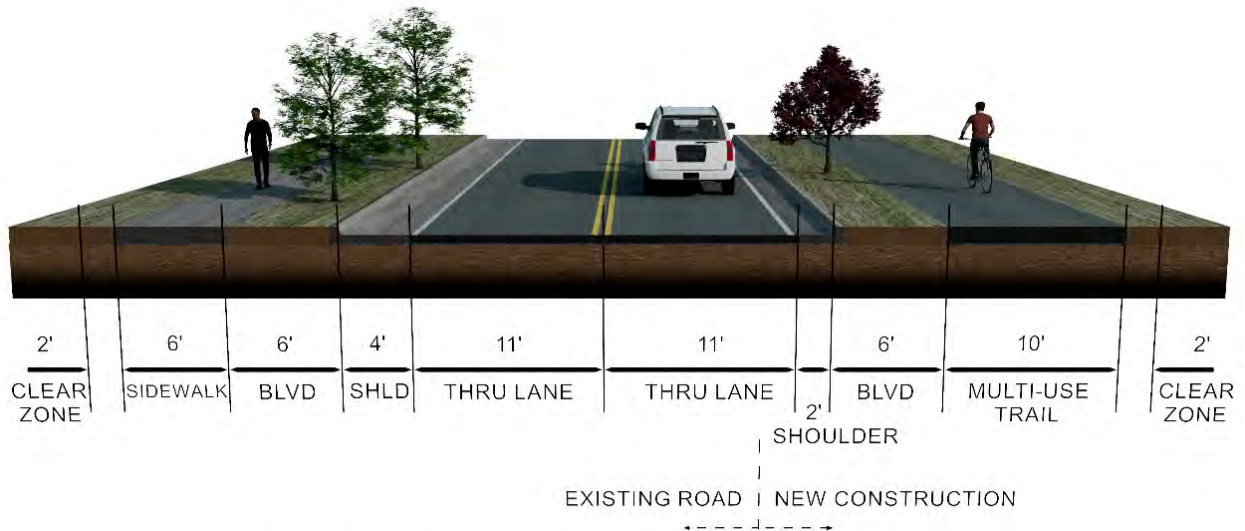
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Concept 2
 Sheet 9 of 9
 East Trail

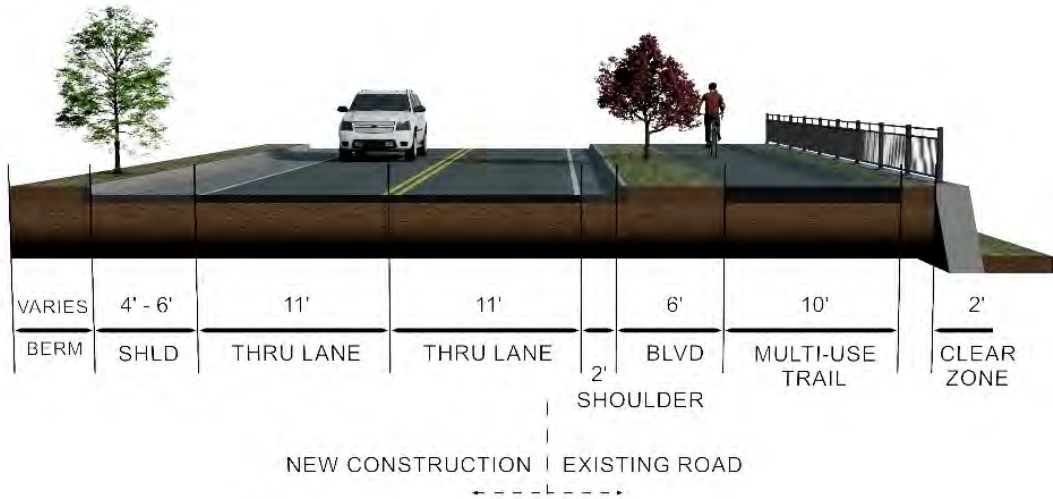
Figure 19: Concept 2 - East Side Trail Typical Sections



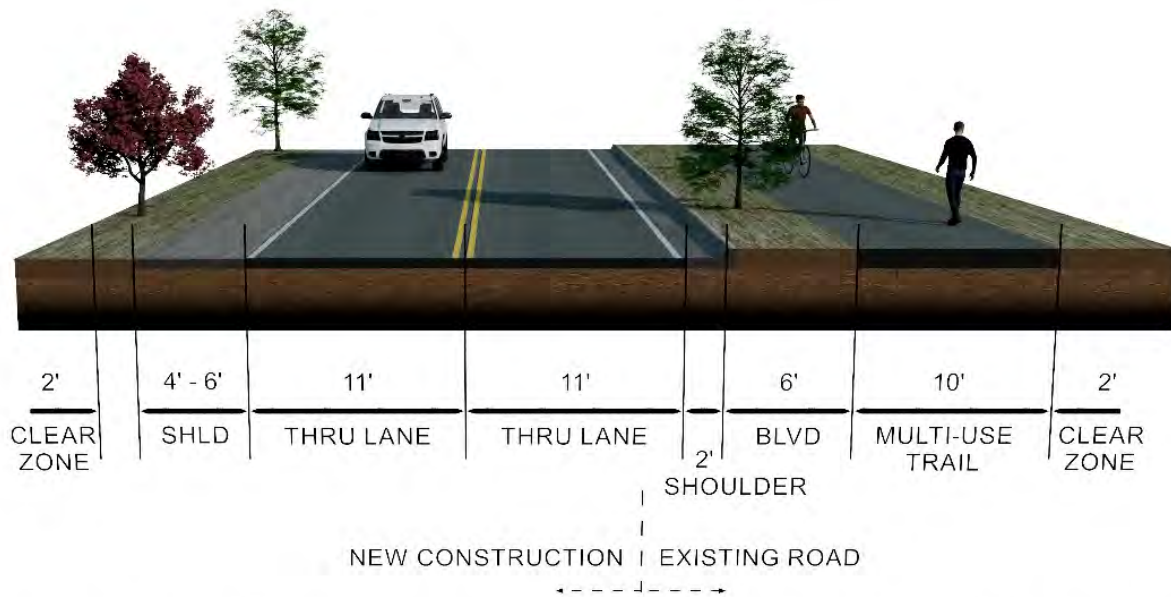
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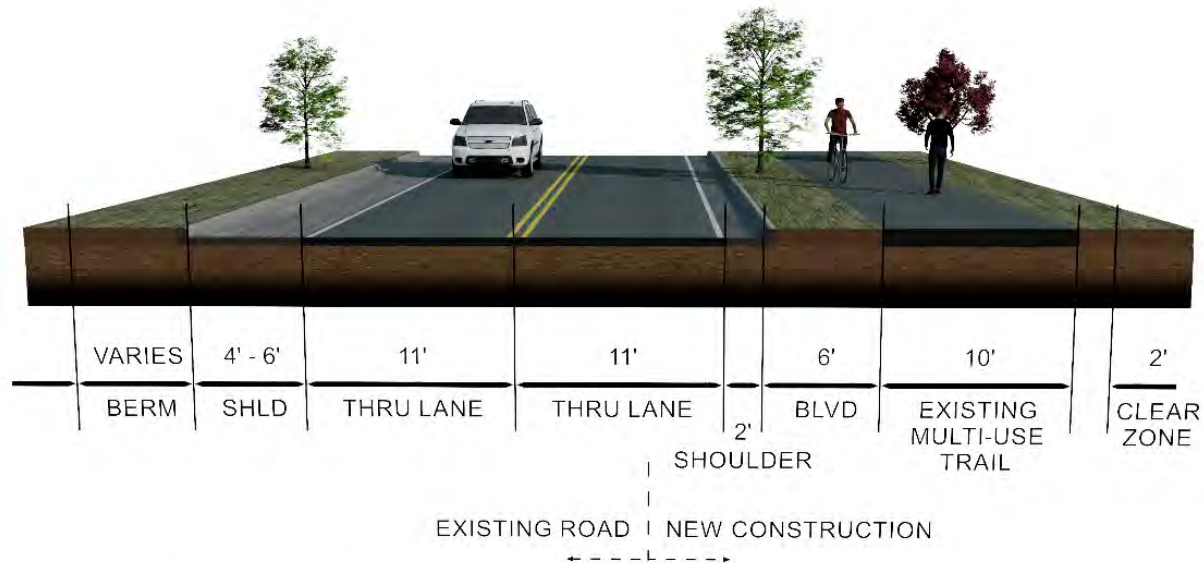
VICTORIA STREET EAST SIDE CONCEPT, TYPICAL SECTION B - B



VICTORIA STREET EAST SIDE CONCEPT, TYPICAL SECTION C - C



VICTORIA STREET EAST SIDE CONCEPT, TYPICAL SECTION D - D



VICTORIA STREET EAST SIDE CONCEPT, TYPICAL SECTION E - E

Full Concept Evaluation

Following development, the two full corridor concepts were evaluated based on three categories of evaluation criteria:

- Ability to address the identified project needs and goals.
- Ability to minimize potential impacts to social, economic and environmental resources.
- Cost.

The project team developed specific criteria and measures based on the project purpose, goals, County priorities and public engagement. The completed evaluation matrices are provided as **Table 4** and **Table 5**. A “no build” alternative has also been included in the evaluation. This allows the two concepts to be compared to current conditions with no additional improvements. This evaluation is based on an understanding of potential project benefits and impacts that reflects the high level of design detail completed for this study. Further design and engineering analysis will be required to fully evaluate the impact of any potential concept.

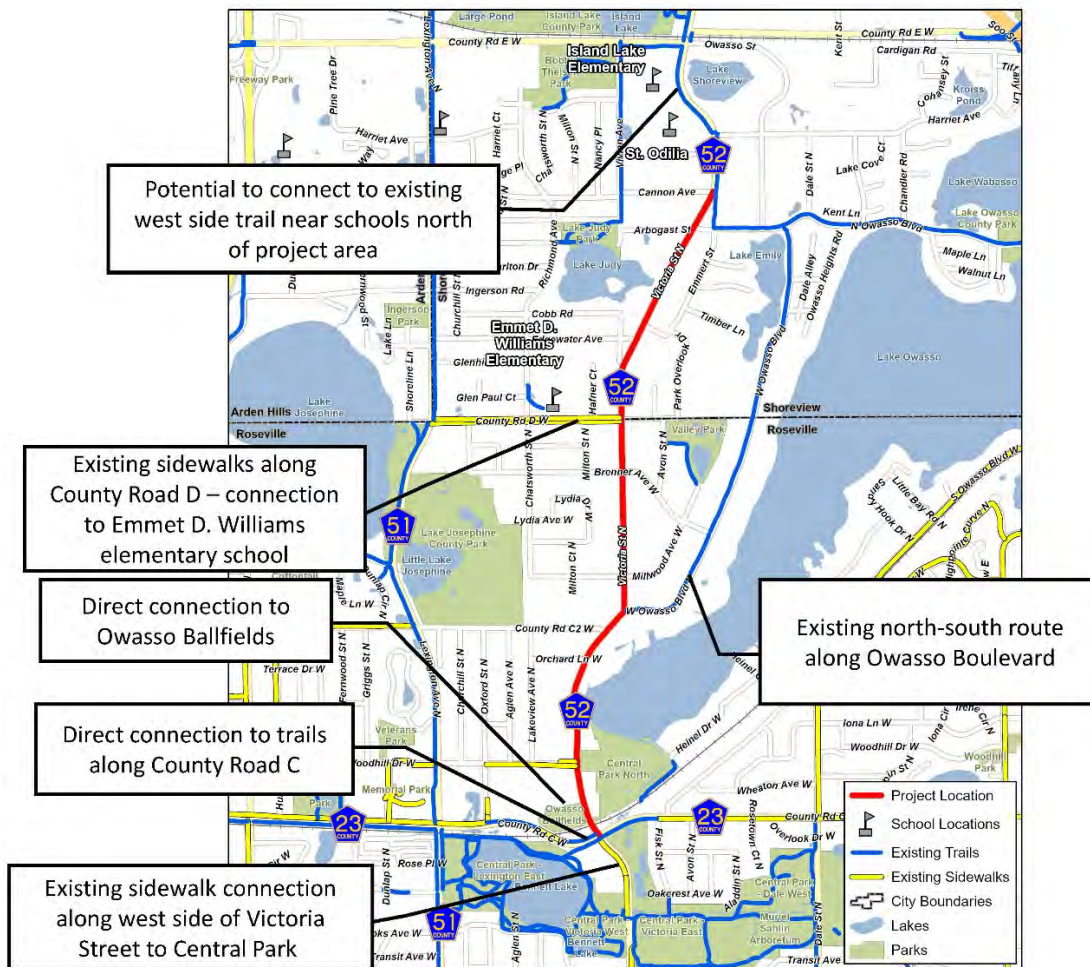
Based on the results of the evaluation, both alternatives:

- Are appropriate for users of all ages and abilities.
- Improve nonmotorized access.
- Increase local and regional nonmotorized connections.
- Maintain vehicle mobility.
- Have the potential to improve bicycle and pedestrian safety.
- Have the potential to improve motor vehicle safety.

However, there are two areas where a trail on the west side would better address the project needs. First, there are several key destinations in the corridor that are trip generators for users of all ages, including Owasso Ballfields, Island Lake County Park, Emmet D. Williams Elementary, Kinderhaus Montessori School, St. Odilia School, and Island Lake Elementary (**Figure 20**). All of these destinations are located on the west side of the corridor. A trail on the west side of Victoria Street would provide connectivity to these destinations without requiring users to complete an additional crossing of Victoria Street. Second, a

trail on the west side would be more consistent with the location of the existing trails on the west side of Victoria Street north of Harriet Avenue and south of County Road C West.

Figure 20: Connections to West Side Trail



It is anticipated that no major social, economic and environmental impacts differences would be identified between the two concepts at this high-level evaluation. Elements consistent between both concepts include:

- Traffic: Restriping and shoulder reduction.
- Wetlands: No impacts anticipated.
- Floodplain: No impacts anticipated.
- Parking: Some impacts due to shoulder reduction.
- Maintenance and Operations: Additional maintenance required for new trail.

The construction cost of the two concepts is also anticipated to be similar based on planning-level cost estimates (see Section VI for more details).

Based on a high-level evaluation, a trail on the west side is likely to result in permanent right of way impacts to roughly 18 parcels, compared to six parcels for a trail on the east side.

While both trails would impact existing roadway signage, a trail on the west side would also impact mailboxes. A trail on the east side has the potential to impact roughly 7,400 linear feet of overhead power

lines compared to 1,600 linear feet for a trail on the west side. It is also estimated to increase impervious surface in the corridor by 1.77 acres compared to 1.21 acres for a trail on the west side. Approximately 62 parcels would require temporary construction easements for an east side trail, compared to 58 for a west side trail. Finally, a trail on the east side is estimated to require construction of an estimated 343 feet of retaining wall, compared to an estimated 171 feet for a trail on the west side.

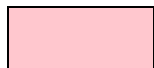
Evaluation Results

Table 3 summarizes the key differences between the ability of each of the concepts to address project needs and minimize impacts. Further evaluation will be required to refine estimates of potential impacts from the two concepts. Several additional potential impacts that were not evaluated at this early stage of design will also require investigation. For example, impacts to trees would occur by constructing a trail on either the west side or on the east side of Victoria Street. . These extent of these impacts will be quantified in the future.

The study does not formally identify a preferred roadway and trail concept. The results of the technical analysis suggest that a trail on the west side of Victoria Street is more favorable than a trail on the east side. As shown in **Table 3**, the roadway concept with a trail on the east side would not fully address two measures of bicycle and pedestrian mobility and connectivity. It is also anticipated that a trail on the east side would result in in more impacts than a trail on the west side across several key social, economic and environmental resources.

Table 3: Full Concept Evaluation – Summary of Key Differences

	Criteria	Measure	West (1)	East (2)	Notes
Needs	Bicycle and Pedestrian Mobility and Connectivity	Direct connection to key destinations west of Victoria Street?	✓	✗	East side trail would require additional crossings.
		Connectivity with existing trail/sidewalk facilities?	✓	✗	East side trail not consistent with Victoria St. trails north and south of study area.
Impacts	Utilities	Likely to impact overhead power lines?	Fewer Impacts	More Impacts	East side: impacts to more linear feet of overhead power lines are likely.
	Above Ground Structures	Likely to require relocation of mailboxes and/or roadway signage?	More Impacts	Fewer Impacts	West side will impact mailboxes. Both concepts would impact road signs.
	Drainage	Increases amount of impervious surface in corridor?	Fewer Impacts	More Impacts	East side: larger increase in acres of impervious surface is likely.
	Right of Way Impacts	Permanent right of way or easement impacts likely?	More Impacts	Fewer Impacts	West side: permanent impacts to more parcels are likely.
	Temporary Property Impacts	Temporary construction impacts likely?	Fewer Impacts	More Impacts	East side: temporary impacts to more parcels are likely.
	Retaining Walls	Likely to require construction of retaining walls?	Fewer Impacts	More Impacts	East side: more linear feet of retaining walls are likely.

 More Impacts OR Does Not Meet Need

 Fewer Impacts OR Meets Need

Table 4: Concept Evaluation Matrix – Project Needs

Criteria		Measure	No Build Alternative	Build Concept 1: Trail on West Side	Build Concept 2: Trail on East Side
Project Needs	Bicycle and Pedestrian Mobility and Connectivity	Will the alternative meet the needs of users of all ages and abilities? (Yes/No)	No separated facility for walking and biking would be provided along Victoria Street.	The trail would be an LTS-1 facility, suitable for users of all ages and abilities.	The trail would be an LTS-1 facility, suitable for users of all ages and abilities.
		Will the alternative improve nonmotorized access to schools, parks and other pedestrian and bicycle trip generators? (Yes/No)	No new bicycle or pedestrian facilities would be constructed.	Access would be improved to Central Park, Owasso Ballfields, Emmet D. Williams Elementary, Kinderhaus Montessori School, St. Odilia School and other destinations.	Access would be improved to Central Park, Owasso Ballfields, Emmet D. Williams Elementary, Kinderhaus Montessori School, St. Odilia School and other destinations, however crossing Victoria Street would be required.
		Will the alternative provide a direct nonmotorized connection to key destinations west of Victoria Street without requiring additional crossings of Victoria Street? (Yes/No)	No new bicycle or pedestrian facilities would be constructed.	Users west of Victoria Street could access Owasso Ballfields, Emmet D. Williams Elementary, Kinderhaus Montessori School and St. Odilia School using the trail without crossing Victoria Street.	Users west of Victoria Street would need to cross Victoria Street, travel north or south along the trail, then cross again to access Owasso Ballfields, Emmet D. Williams Elementary, Kinderhaus Montessori School or St. Odilia School using the trail.
		Will the alternative be consistent with the configuration of existing trail facilities? (Yes/No)	No new bicycle or pedestrian facilities would be constructed.	The trail would be consistent with trails on the west side of Victoria Street north of Harriet Ave and south of County Road C West.	The trail would be consistent with the trail on the east side of Victoria Street between Cannon Ave and Harriet Ave, but would not be consistent with areas north and south of the study corridor.
		Will the alternative result in an increase in local and regional nonmotorized connections consistent with the Connected Ramsey Communities Network? (Yes/No)	No new nonmotorized connections would be created.	Local connectivity to destinations in the corridor would be improved. Regional connectivity would be improved through connections to existing facilities along Victoria Street north and south of the study area.	Local connectivity to destinations in the corridor would be improved. Regional connectivity would be improved through connections to existing facilities along Victoria Street north and south of the study area.
	Vehicle Mobility	Will the alternative maintain vehicle mobility in the corridor? (Yes/No)	There would be no changes to the current roadway geometry.	The alternative would maintain the same number of lanes for motor vehicles.	The alternative would maintain the same number of lanes for motor vehicles.
	Safety	Does the alternative have the potential to reduce the number and severity of bicycle and pedestrian crashes? (Yes/No)	With no corridor improvements, changes in existing safety conditions are unlikely.	A separated facility would be provided for people walking and biking along Victoria Street.	A separated facility would be provided for people walking and biking along Victoria Street.
		Does the alternative have the potential to reduce the number and severity of motor vehicle crashes? (Yes/No)	With no corridor improvements, changes in existing safety conditions are unlikely.	The roadway would be restriped to narrow lane widths from 12' to 11', which has the potential to improve safety by slowing vehicle speeds. The alternative would not preclude additional geometric changes to improve safety in future phases.	The roadway would be restriped to narrow lane widths from 12' to 11', which has the potential to improve safety by slowing vehicle speeds. The alternative would not preclude additional geometric changes to improve safety in future phases.

 More Impacts OR Does Not Meet Need

 Fewer or no Impacts OR Meets Need

Table 5: Concept Evaluation Matrix – Social, Economic and Environmental Impacts and Cost

Criteria		Measure	No Build Alternative	Build Concept 1: Trail on West Side	Build Concept 2: Trail on East Side
Social, Economic and Environmental Impacts	Traffic	Will the alternative impact motor vehicle traffic on Victoria St and intersecting roadways?	No new impacts.	The alternative would maintain the same number of lanes for motor vehicles; however, lanes would be restriped to 11' and the shoulder on the west side of the roadway would be reduced. This may result in reduced traffic speeds.	The alternative would maintain the same number of lanes for motor vehicles; however, lanes would be restriped to 11' and the shoulder on the east side of the roadway would be reduced. This may result in reduced traffic speeds.
	Wetlands	How many wetlands areas does the alternative have the potential to impact? (Number of resources impacted based on National Wetland Inventory)	No new impacts.	There are no wetlands mapped directly adjacent to the roadway on the west side.	There are no wetlands mapped directly adjacent to the roadway on the east side.
	Floodplain	Is the alternative likely to require construction in a floodplain? (Yes/No)	No new impacts.	Construction within a floodplain is unlikely based on known locations mapped within the corridor.	Construction within a floodplain is unlikely based on known locations mapped within the corridor.
	Utilities	How many linear feet of overhead power lines are likely to be impacted by the alternative? (Linear feet of power lines potentially impacted)	No new impacts.	Roughly 1,600 linear feet of overhead power lines have the potential to be impacted by construction on the west side of the roadway.	Roughly 7,400 linear feet of overhead power lines have the potential to be impacted by construction on the east side of the roadway.
	Above Ground Structures	Is the alternative likely to require the relocation of existing mailboxes and/or roadway signage? (Yes/No)	No new impacts.	Trail construction adjacent to the west side of the roadway will require temporary relocation of mailboxes during construction. Following construction, mailboxes will be closer to the roadway due to removal of shoulder. Roadway signage along the west side will need to be relocated as part of construction.	Roadway signage along the east side will need to be relocated as part of construction.
	Parking	Will the alternative impact parking along Victoria St? (Yes/No)	No new impacts.	Removal of shoulder on west side will eliminate physical space for parking along one side of the roadway. <i>Note: Final parking rules/restrictions to be determined by Cities of Roseville and Shoreview.</i>	Removal of shoulder on east side will eliminate physical space for parking along one side of the roadway. <i>Note: Final parking rules/restrictions to be determined by Cities of Roseville and Shoreview.</i>
	Drainage	How will the alternative impact the amount of impervious surface in the corridor? (Acres of additional impervious surface created)	No new impacts.	A trail on the west side of the roadway would increase impervious surface by 1.21 acres.	A trail on the east side of the roadway would increase impervious surface by 1.77 acres.
	Right of Way Impacts ¹	How many parcels are likely to have permanent right of way impacts or require permanent easements? (Number of parcels impacted)	No new impacts.	Approximately 18 parcels would require permanent easements for construction of a trail on the west side.	Approximately 6 parcels would require permanent easements for construction of a trail on the east side.
	Temporary Property Impacts/ Easements ¹	How many parcels are likely to have temporary impacts during construction? (Number of parcels impacted)	No new impacts.	Approximately 58 parcels would require temporary easements for construction of a trail on the west side.	Approximately 62 parcels would require temporary easements for construction of a trail on the east side.
	Retaining Walls	How many linear feet of retaining wall is the alternative likely to require? (Linear feet of retaining walls)	No new impacts.	Construction of a trail on the west side may require roughly 171 linear feet of retaining walls to be constructed.	Construction of a trail on the east side may require roughly 343 linear feet of retaining walls to be constructed.
	Maintenance and Operations	Will the alternative impact maintenance and operations practices compared to the existing roadway? (Yes/No)	No new impacts.	Additional maintenance activities will be required to ensure the trail remains safe and clear of debris and snow/ice.	Additional maintenance activities will be required to ensure the trail remains safe and clear of debris and snow/ice.
Cost	Planning-Level Construction Cost	High-level construction cost	There would be no construction project in the study area, therefore there would be no new construction costs.	The planning-level cost estimate to construct a trail and add curb and gutter to the west side of Victoria Street is approximately \$2.93M	The planning-level cost estimate to construct a trail and add curb and gutter to the east side of Victoria Street is approximately \$2.95M

(1) Note: Estimate of potential permanent and temporary right of way impacts was not based on survey data.

More Impacts OR Does Not Meet Need

Fewer or no Impacts OR Meets Need

IV. Public and Stakeholder Engagement

A variety of methods were used to engage interested stakeholders and the public in the study process. The primary method of engaging agency stakeholders was through a Technical Advisory Committee (TAC) that included representatives from multiple departments within Ramsey County as well as representatives from the Cities of Roseville and Shoreview.

Members of the general public shared input on the issues present in the corridor as well as the roadway and trail concepts through a series of in-person and virtual open house meetings supplemented by online surveys and mapping activities. The sections that follow provide a high-level summary of the information shared and input received through these engagement activities. Additional details are available in **Attachments D, E and F**.

Technical Advisory Committee

The purpose of the technical advisory committee was to provide high-level direction to the project team by reviewing project approaches and deliverables from the perspective of each agency or department represented. The TAC met four times over the course of the project:

- September 1, 2021.
- September 30, 2021.
- February 3, 2022.
- May 10, 2022.

At the first meeting on September 1, 2021, the consultant team introduced the study area, purpose, project schedule and walked through the major tasks. The group discussed corridor needs and opportunities, current and future developments, safety concerns and efficient use of space for people of all ages and abilities to walk and bike. At the second meeting on September 30, 2021, the consultant team reviewed results of data gathering, conceptual design considerations and shared draft cross sections based on the discussion. The TAC discussed the type of multimodal facility needed, school connections, roadway lane and trail dimensions and corridor speeds.

During the February 2022 meeting, the consultant team gave an overview of engagement activities conducted so far and a high-level summary of results. An overview of applicable design standards was presented, followed by a discussion of the preliminary cross section screening. The group discussed a phased implementation for future projects and discussed potential areas for crossing improvements. At the final meeting in May 2022, the group discussed the concepts in greater detail, phased implementation and remaining study tasks. The northern study area limit was reviewed further based on public comments, and it was determined that the concepts should extend to Harriet Avenue rather than Cannon Avenue. The members of the TAC are listed in **Table 6**.

Table 6: Technical Advisory Committee Members

Technical Advisory Committee Members	Affiliation
Connie Bernardy	Ramsey County Active Living
Scott Mareck	Ramsey County Public Works
Scott Yonke	Ramsey County Parks & Rec
Rich Straumann	Ramsey County Active Living Committee
Gene Gjerdigen	Ramsey County Active Living Committee
Marc Culver	City of Roseville
Ted Wesolowski	City of Shoreview

Public Engagement Activities

Public engagement was conducted in three phases, each corresponding to a specific phase of the development and evaluation of concepts. **Table 7** lists the key dates of major public engagement activities. A total of two in-person and two virtual open houses were held. Three online surveys and two interactive mapping activities were conducted. The sub-sections that follow highlight important outcomes from each round.

Online surveys were hosted on the study website (ramseycounty.us/victoriastreettrail) and online mapping activities were hosted on an ArcGIS Hub site.

Table 7: Public Engagement Timeline

Activity	Location	Timeframe
Phase 1		
In-person Open House	Emmet D. Williams Elementary School (Roseville)	October 28, 2021; 5–7 pm
Interactive Online Map #1	Study Website	October 28–November 28, 2021
Online Survey #1	Study Website	October 28–November 28, 2021
On-line Open House	Virtual (Zoom)	November 4, 2021; 7–8 pm
Phase 2		
On-line Open House #3	Virtual (Zoom)	April 7, 2022; 7–8:30 pm
Interactive Online Map #2	Study Website	April 11–May 13, 2022
Online Survey #2	Study Website	April 11–May 13, 2022
Phase 3		
In-person Open House	Shoreview Community Center	July 14, 2022; 5–7 pm
Online Survey #3	Study Website	July 15–August 15, 2022

Phase 1: Existing Conditions and Priorities

Phase 1 included an in-person open house with 24 attendees signing in (some attendees did not sign in) and an online open house with 29 attendees. A presentation sharing existing conditions and design considerations was shared during the meetings. Roseville and Shoreview residents present at the in-person meeting were generally supportive of a separated trail on Victoria Street. The level of support was higher among those who live directly on Victoria Street. Residents described Victoria Street as dangerous to cross due to drivers exceeding the speed limit and expressed hope that a trail would improve safety. Residents noted changing elevations and sharp curves as dangerous, as drivers are unable to see people along those segments due to a lack of clear sight lines. Feedback from the online open house was largely the same, except for one attendee who did not support a trail.

Phase 1 also included two online engagement tools: an interactive map and an online survey. All comments left on the map were supportive of a trail along Victoria Street and were hopeful that it will make the corridor and intersections safer for people who walk and bike, including safe connections to schools, parks and homes. Survey themes were similar based on 57 responses, with respondents rating safety for all users, a safe and comfortable walking and biking environment and connections to nearby destinations as top priorities. Email comments received during this period were also supportive and mentioned high vehicle speeds and connections to Emmet D. Williams Elementary School.

Phase 2: Preliminary Cross Sections

Phase 2 focused on presenting and gathering feedback from community members on the preliminary cross sections drawings that showed how a trail could fit on Victoria Street. There were 26 attendees at the April 2022 virtual open house, which included a presentation on activities since the first open house, design considerations for various facility types, project phasing, cross section concepts, cross section screening and initial plan view concepts. Questions and comments about safety were most common, including concern for high vehicle speeds, a desire for narrowing lanes and other traffic calming options and safe connections to destinations, especially to Central Park, Central Park North and nearby schools.

Phase 2 also included an online survey and interactive online map. Twelve people responded to the survey. Most respondents support the trail on the west side of Victoria Street. Multiple respondents mentioned that they would like to see the trail extended up to Harriet Avenue if it were to be on the west side, which would ensure that it connects to the existing trail near St. Odilia Church. Most respondents would prefer a single shared used path instead of separate walking and biking paths and would like traffic calming to reduce vehicle speeds. Feedback from the mapping activity focused on consistency with existing trails, minimizing the need to cross the road and connections to Emmet D. Williams Elementary.

Phase 3: Full Concept Review

Phase 3 included an in-person open house on July 14, 2022. This round included a presentation of work done since the last open house and a comparison of two conceptual alternatives for the corridor. The plan for a phased approach was further discussed, with information on what would be included in each phase. Roseville and Shoreview residents were generally supportive of a separated trail on Victoria Street, with a minority of open house attendees expressing concerns over a variety of topics including impacts to their properties, concerns over potential tree removal during project construction, project costs, high vehicle speeds along the roadway, and questions about there being a demand by pedestrians.

Phase 3 included an online survey following the third open house, which was still live at the time of writing this report.

Public Engagement Key Takeaways

Key public and stakeholder feedback that should be considered as potential projects on Victoria Street move forward include:

- Both the east and west side trail concepts are better than the status quo.
- A trail on the west side connects to more places that people walk and bike to.
- Support for a design that improves safety along the corridor, especially at intersections.
- High vehicle speeds should be addressed through traffic calming measures.
- If the west side concept moves forward, it should connect to the existing trail by St. Odilia and Island Lake Elementary.
- There is more support for one shared use path/trail rather than separate walking and biking trails.
- There is concern about potential property impacts, including potential tree removals.
- There are various opinions about whether trails are needed on both sides in the future.

V. Additional Recommendations

Future Crossing Improvements

While a detailed evaluation of crossing improvements was outside the scope of this study, the project team conducted a high-level screening of the 12 intersections in the original study area that should be evaluated for nonmotorized crossing improvements as part of a future Victoria Street project. The screening was based on the following criteria:

- Roadway crossing distance.
- Intersections with above average crash rates.
- Intersections with existing pedestrian and/or bicycle facilities.
- Intersections with existing pedestrian safety countermeasures.
- Intersections with a nearby transit stop.
- Intersections that provide direct access to key destinations identified in the corridor.

As shown in **Table 8** and **Figure 21**, several intersections exhibit a number of these characteristics that indicate a more in-depth evaluation of nonmotorized crossing improvements should be conducted in future phases of project development.



Victoria St at County Road D

Table 8: Intersection Screening Results

	Crossing Distance (Number of Lanes)	Safety (Crash Rate Above Average)	Intersecting Ped Facilities	Intersecting Bike Facilities	Existing Pedestrian Safety Counter-measures	Transit Access	Access to Destinations	Total Criteria Met
Cannon Ave			X	X				2
Arbogast St		X	X	X		X	X	5
Emmert St								0
Edgewater Ave						X	X	2
W County Rd D		X	X		X	X	X	5
Brenner Ave						X		1
Millwood Ave*						X		1
W Owasso Blvd*			X	X		X		3
County Rd C2 W		X						1
Orchard Ln						X		1
Woodhill Dr			X			X	X	3
County Rd C W	X	X	X	X		X	X	6

Based on this screening, it is recommended that Victoria Street intersections with above average crash rate and/or that meet three or more criteria met in **Table 8** should be considered for improvements. These include Woodhill Drive; County Road C2; W Owasso Boulevard; County Road D; and Arbogast Street. It should be noted that the County Road C intersection has been studied separately as part of Ramsey County's 4-to-3 Lane Conversion Study. Any improvements to the Victoria Street and County Road C intersection would occur as part of a separate project.



Victoria St at West Owasso Blvd

Victoria Street Roadway and Trail Conceptual Design Study
Ramsey County, MN



0 1,200
Feet
1 inch = 1,200 Ft



Future Geometric Improvements

In the process of documenting existing conditions and developing the preliminary concepts, the project team identified several areas of the corridor where the existing roadway geometry may warrant additional investigation and modification as part of a future corridor reconstruction project. These areas are shown in **Figure 21** and include:

- **W Owasso Boulevard Intersection:** Horizontal curve.
- **Just north of Millwood Avenue:** Vertical curve.
- **Between W County Road D and Edgewater Avenue:** Horizontal curve.

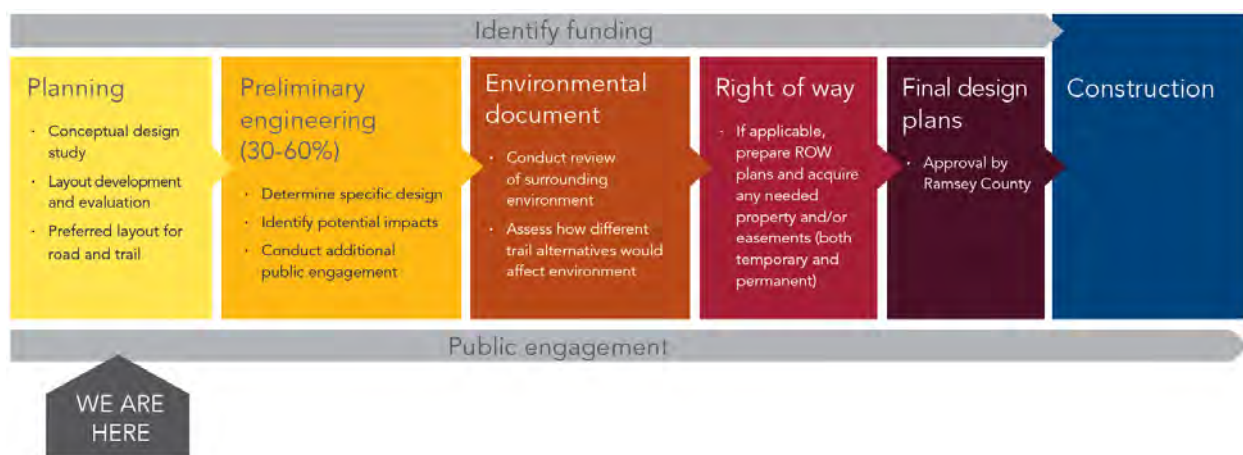
VI. Planning Level Cost Estimates

Planning level cost estimates were developed for both of the ‘full concepts’ presented in Section III of the report – one with a trail on the west side, and one with a trail on the east side. The estimates for the two concepts are very similar. The planning level cost estimate for constructing either a trail on the west side of Victoria Street or the east side of Victoria Street is approximately \$3M in current dollars. For more detailed information on the planning level cost estimates, including line-item costs for various items, see **Attachment G**.

Next Steps

The study described in this report was completed in July 2022. Based on the concepts that emerged from the study process, Ramsey County, in cooperation with the City of Shoreview and the City of Roseville, intend to seek funding opportunities for the engineering and construction of a Phase 1 project that would consist of constructing a trail along with curb and gutter on one side of Victoria Street. As shown in **Figure 22**, numerous steps must be completed between planning and construction, including preliminary engineering and environmental analysis, right of way acquisition (if needed) and refinement of the final design. Ramsey County and both cities will continue to seek input from stakeholders as the process for a future trail project on Victoria Street moves forward.

Figure 22: Anticipated Project Development Process



A Petition to Construct a Pathway on Victoria St. North

We the following residents of Roseville, MN hereby petition the City Council of Roseville to plan, construct and maintain a pathway along Victoria Street North from County Road C to County Road D. This pathway shall connect to existing pathways on County Road C and County Road D and allow for a convenient connection to the existing pathways on West Owasso Boulevard. We request the planning begin in 2016 and the path be constructed by December 1, 2018.

This petition is based on the following statements of facts:

1. The Comprehensive Plan of the City of Roseville identifies the need for non-motorized pathways to serve the citizens of Roseville and makes non-motorized pathways a part of the city's transportation system. (Comprehensive Plan 2030, City of Roseville, Adopted October 26, 2009, Chapter 5, Transportation, policy 2.1 and Goal 5, policies 5.1 through 5.4).
2. The IR 2025 visioning process and the 2030 Comprehensive Plan both supported the non-motorized pathway system including this proposed route on Victoria Street. Also, the Parks Master Plan recognized the importance of pathways to connect our parks and provide safe and efficient pathways for transportation and healthy exercise.
3. Recent citizen surveys rank pathways high as a fundamental asset of Roseville now and in the future. Studies show that sidewalks promote better health and public safety.
4. The Pathway Master Plan, City of Roseville, September 22, 2008 identifies the Victoria Street segment north of County Road C as the second highest ranked and unfinished project after Rice Street.
5. Many residents use this segment of Victoria Street for walking, biking, and the Roseville High School uses it for training its cross country and track runners.
6. There is a segment of this roadway near the intersection with West Owasso Blvd where many northbound cars cross the centerline and many southbound cars drive on the shoulder.
7. The paved roadway consists of two lanes, 12 feet wide plus a six-foot wide shoulder on each side.
8. The speed limit on this segment of Victoria Street is 40 mph. The existing traffic on this segment of Victoria Street is more than 6,500 vehicles per day with a 2030 projected traffic volume of 12,000 vpd. (Comprehensive Plan 2030, City of Roseville, Adopted October 26, 2009, Chapter 5, Transportation).
9. Many Roseville residents who live on or near this segment of Victoria Street do not feel safe walking or biking on the current shoulder, particularly families with children and those with physical disabilities.
10. A fact sheet "Health by Design" summarizes the benefits of sidewalks and can be found at www.healthbydesign.org.

A Petition to Construct a Pathway on Victoria St. North

We therefore request the City Council order the planning for construction of this pathway as detailed in the report to the Council from the Public Works, Environment, and Transportation Commission in its report of November 26, 2013 which was forwarded to the City Council as a recommendation as requested by the City Council.

Name	Address	Phone Number
Joyce Blomquist	1980 Skillman Ave W, Roseville	
Judy Berglund	2075 Farrington Ave. Roseville	
Jackie Hays	2039 Farrington Ave. Roseville	
Georgeann Hall	385 Jeanette	
Bonnie Koch	1996 Langton Lake Dr. Roseville	
Barbara Erickson	1996 Langton Lk. Dr. Roseville	
Jane Klehr	2734 Lexington Ave. N. Roseville	
Jillanne Clark	2700 Oxford St NE #123 Roseville	
Kitty Gopins	806 Millwood Ave, Roseville	
Mindy Scheuing	2495 Main St #4	
Deborah Boguszewski	1840 Merrill St. Roseville	
Mary Jo Runkle	2670 N. Oxford #224 Roseville	
Beth Sahj	2750 N. Dale St #50 Roseville	
Dan Salzi	2750 N Dale St #50 Roseville	
EMMA B. DUREN	2481 Galtier Circle	
Dana Peterson	2436 Pascal St Roseville	
Mark Lu	1396 Sextant Ave W Roseville	

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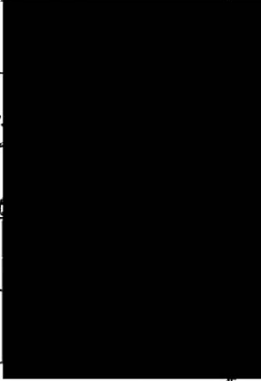
A Petition to Construct a Pathway on Victoria St. North

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Name	Address	Phone Number
Jerry Stoner	344 Minnesota Ave	
Terry Newby	2486 Churchill St	
Luke Heikkila	2500 Matilda St.	
NANCY O'Brien	2103 Cohansey Blvd	
Rob Randall Dorcen	1886 Shryer Ave.	
Dave Holt	1880 Alta Vista Dr	
Debora Wood	3029 Victoria St. North	
Sue Fite	1800 Alta Vista Dr.	
Nicole Dailey	3015 Pascal St.	

A Petition to Construct a Pathway on Victoria St. North

We therefore request the City Council order the planning for construction of this pathway as detailed in the report to the Council from the Public Works, Environment, and Transportation Commission in its report of November 26, 2013 which was forwarded to the City Council as a recommendation as requested by the City Council.

Name	Address	Phone Number
Jacob Finn	3010 Victoria St. N Roseville, MN 55113	
Jonah Irons	3010 Victoria St. N Roseville MN 55113	
Laurel Diamond	3010 VICTORIA ST. N ROSEVILLE	
Jamie Becker-Finn	3033 Victoria St N Roseville	
Gabriel Becker-Finn	3033 Victoria St. N. Roseville	

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A Petition to Construct a Pathway on Victoria St. North

We therefore request the City Council order the planning for construction of this pathway as detailed in the report to the Council from the Public Works, Environment, and Transportation Commission in its report of November 26, 2013 which was forwarded to the City Council as a recommendation as requested by the City Council.

Name	Address	Phone Number
Ellen mechura mechura	3063 Victoria Roseville mn 55113	
27 Jasper	931 Brenner Ave Roseville 55113	
Brian Jorgensen	931 Brenner Ave	
Mindy Fong	3010 Chatsworth St N Roseville 55113	
C. J. A.	2905 Milton Ct, 55113	
Brian Naegeli	2971 Milton Ct 55113	
Pat Jolly	2971 Victoria St. N	
Teresa H. Woot	3029 Victoria St N	
Robert Lutz	3166 Victoria St. N	
Theresa LaReters	984 Lydia Dr. W Roseville MN 55113	
Christine L. Friberg	414 McCarrons Blvd. S. Roseville, MN 55113	
Jana Anderson	938 Woodlynn Ave Roseville	
Glynis Henschberger	2895 W. Owasso Blvd Roseville	
Robyn Birkeland	3141 Christopher Lane Shoreview, MN 55126	
Karie Heffernan	893 W. Pot C 2 N Roseville MN 55113	
Amy M. Linak	1195 Maple Lane W Roseville	
Rebecca Hegg	3045 VICTORIA ST N ROSEVILLE, MN 55113	

A Petition to Construct a Pathway on Victoria St. North

We the following residents of Roseville, MN hereby petition the City Council of Roseville to plan, construct and maintain a pathway along Victoria Street North from County Road C to County Road D. This pathway shall connect to existing pathways on County Road C and County Road D and allow for a convenient connection to the existing pathways on West Owasso Boulevard. We request the planning begin in 2016 and the path be constructed by December 1, 2018.

Name Address Phone Number

① CATHERINE & PATRICK WELDON, 3055 VICTORIA ST, [REDACTED]

Tony + Amy Perkins, 904 Brenner Ave, [REDACTED]

Maya Jones 912 Brenner [REDACTED]

Mike and Charlotte Feltz 922 Brenner Ave [REDACTED]

Tummy Westro 986 Milwaukee Ave [REDACTED]

Mark Burton 2470 M. 1st Ct. [REDACTED]

Jody + Greg Mearns 905 Milwaukee Ave [REDACTED]

Petition to Construct a Pathway on A Victoria St. North

We therefore request the City Council order the planning for construction of this pathway as detailed in the report to the Council from the Public Works, Environment, and Transportation Commission in its report of November 26, 2013 which was forwarded to the City Council as a recommendation as requested by the City Council.

Name	Address	Phone Number
Brett Engelhardt	2543 Aladdin Street	

identifies the Victoria Street segment north of County Road C as the second highest ranked and unfinished project after Rice Street.

5. Many residents use this segment of Victoria Street for walking, biking, and the Roseville High School uses it for training its cross country and track runners.
6. There is a segment of this roadway near the intersection with West Owasso Blvd where many northbound cars cross the centerline and many southbound cars drive on the shoulder.
7. The paved roadway consists of two lanes, 12 feet wide plus a six-foot wide shoulder on each side.
8. The speed limit on this segment of Victoria Street is 40 mph. The existing traffic on this segment of Victoria Street is more than 6,500 vehicles per day with a 2030 projected traffic volume of 12,000 vpd. (Comprehensive Plan 2030, City of Roseville, Adopted October 26, 2009, Chapter 5, Transportation).
9. Many Roseville residents who live on or near this segment of Victoria Street do not feel safe walking or biking on the current shoulder, particularly families with children and those with physical disabilities.
10. A fact sheet "Health by Design" summarizes the benefits of sidewalks and can be found at www.healthbydesign.org.

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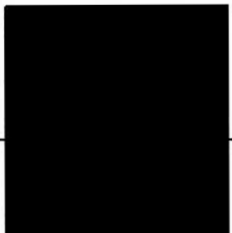
Name	Address	Phone Number
Raina Cuthbert	2718 Huron Street, RV	[REDACTED]

On Fri, Feb 26, 2016 at 6:18 PM, Raina Cuthbert <[REDACTED]> wrote:
Hello, I would like to sign your petition.

Raina Cuthbert

3. Recent citizen surveys rank pathways high as a fundamental asset of Roseville now and in the future. Studies show that sidewalks promote better health and public safety.
4. The Pathway Master Plan, City of Roseville, September 22, 2008 identifies the Victoria Street segment north of County Road C as the second highest ranked and unfinished project after Rice Street.
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Name	Address	Phone Number
Natasha Sandanayake	794 Millwood Ave, Roseville MN 55113	
Asitha Sandanayake	794 Millwood Ave Roseville, MN 55113	

2. The IR 2025 visioning process and the 2030 Comprehensive Plan both supported the non-motorized pathway system including this proposed route on Victoria Street. Also, the Parks Master Plan recognized the importance of pathways to connect our parks and provide safe and efficient pathways for transportation and healthy exercise.
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Name	Address	Phone Number
Jacob Von De Linde	925 Orchard Lane, Roseville, MN 55113	

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Name	Address	Phone Number
Pete Carpenter	810 Millwood Avenue	

We therefore request the City Council order the planning for construction of this pathway as detailed in the report to the Council from the Public Works, Environment, and Transportation Commission in its report of November 26, 2013 which was forwarded to the City Council as a recommendation as requested by the City Council.

Name	Address	Phone Number
William J Slobotski	2442 Galtier Street Roseville, MN	
Patricia A Slobotski	<same>	<same>

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Name	Address	Phone Number
Sarah Brodt Lenz	2965 West Owasso Blvd.	

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Name	Address	Phone Number
Rob and Beth Reinhart	523Heinel Drive, Roseville. 55113	



James DeBenedet <improvevictoria2016@gmail.com>

FW: Victoria Street Pathway Petition

1 message

KOLAND, BRIAN <BRIAN.KOLAND@isd623.org>

Thu, Feb 18, 2016 at 7:50 AM

To: "improvevictoria2016@gmail.com" <improvevictoria2016@gmail.com>

From: [REDACTED] on behalf of Petebus [REDACTED]

Sent: Saturday, February 13, 2016 12:21 PM

To: KOLAND, BRIAN

Subject: Fwd: Victoria Street Pathway Petition

Hi Brian! This is the email petition I was telling you about for the pathway up Victoria from C to D. If you support it, please put in your name, address, and phone below and forward it to improvevictoria2016@gmail.com <<mailto:improvevictoria2016@gmail.com>> I'm not sure if you have a Roseville home address or not, but if not you could just use the school address.

Please do not reply back to my personal email address. We plan to close this account and delete all content at the conclusion of this project.

Thanks Brian.

One more thing. Please consider forwarding the improvevictoria2016@gmail.com <<mailto:improvevictoria2016@gmail.com>> email address to anyone else you know that has a Roseville street address that you think might be supportive. Just have them send an email to the improvevictoria2016@gmail.com <<mailto:improvevictoria2016@gmail.com>> address, and we'll send them back the petition to sign. Thanks for helping spread the word!

Petition to Construct a Pathway on A Victoria St. North

We the following residents of Roseville, MN hereby petition the City Council of Roseville to plan, construct and maintain a pathway along Victoria Street North from County Road C to County Road D. This pathway shall connect to existing pathways on County Road C and County Road D and allow for a convenient connection to the existing pathways on West Owasso Boulevard. We request the planning begin in 2016 and the path be constructed by December 1, 2018.

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We therefore request the City Council order the planning for construction of this pathway as detailed in the report to the Council from the Public Works, Environment, and Transportation Commission in its report of November 26, 2013 which was forwarded to the City Council as a recommendation as requested by the City Council.

Name

Brian Koland (non-Roseville Resident), Principal EDW Elementary , A Roseville Area School adjoining Roseville

Address

955 W. County Road D, Shoreview MN

Phone Number

651-482-8624

feel safe walking or biking on the current shoulder, particularly families with children and those with physical disabilities.

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Name	Address	Phone Number
Jeanne & Andrew Brownell	800 Millwood Avenue	

This email has been sent from a virus-free computer protected by Avast.
www.avast.com

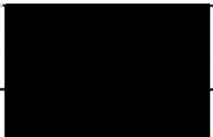
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Name	Address	Phone Number
Roger Greiling	2495 Marion St-----Roseville	

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Name	Address	Phone Number
Harry Wernecke	475 Centennial Drive	
Teresa Wernecke	475 Centennial Drive	

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Name	Address	Phone Number
John D. Lutter	818 millwood ave. roseville, mn 55113	

On Wed, Feb 17, 2016 at 1:30 PM, James DeBenedet <improvevictoria2016@gmail.com> wrote:
Here is the petition we discussed in prior emails. Please do a reply and add your name, address and phone number in the table on the 2nd page. We will print these and hand them over to the City Council on the night of Monday, March 21st. Afterward, the email address will be deleted and closed.

Thanks for taking a part of this.

Jim DeBenedet

healthy exercise.

3. Recent citizen surveys rank pathways high as a fundamental asset of Roseville now and in the future. Studies show that sidewalks promote better health and public safety.
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Name	Address	Phone Number
June Stewart	2807 Fernwood Street, Roseville MN	



James DeBenedet <improvevictoria2016@gmail.com>

Re: Victoria Pathway Petition

Sarah Heuser [REDACTED]
To: James DeBenedet <improvevictoria2016@gmail.com>

Tue, Mar 22, 2016 at 9:58 PM

We would like to add our information to the form, but our computer won't open it or let us type in the petition itself. Feel free to add our information:

Name: Sarah Heuser and John Daniels
Address: 3099 Chatsworth Street North, Roseville, MN 55113
Phone Number [REDACTED]

On Tue, Mar 22, 2016 at 9:20 PM, James DeBenedet <improvevictoria2016@gmail.com> wrote:
Sarah and John,

Please reply to this petition and send it back to improvevictoria2016@gmail.com. As you reply, scroll down and enter your name, address and phone numbers in the table at the bottom of the petition.

After we submit it to the council, we will delete all emails from this inbox and close this account.

Thanks for your support.

Jim DeBenedet
808 Millwood Ave.
Roseville

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Petition to Construct a Pathway on A Victoria St. North

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Name	Address	Phone Number
Nic & Anne Maylone	664 Terrace Dr, Roseville, MN 55113	

A Petition to Construct a Pathway on Victoria St. North

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Name	Address	Phone Number
Linda McLoon	1920 Glueck Lane N RV 55113	
Ada Kirschen	2790 Victoria St. N, RV 55113	

County Road D. This pathway shall connect to existing pathways on County Road C and County Road D and allow for a convenient connection to the existing pathways on West Owasso Boulevard. We request the planning begin in 2016 and the path be constructed by December 1, 2018.

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Name	Address	Phone Number
Rachel Wright	989 Lydia Ave W Roseville	

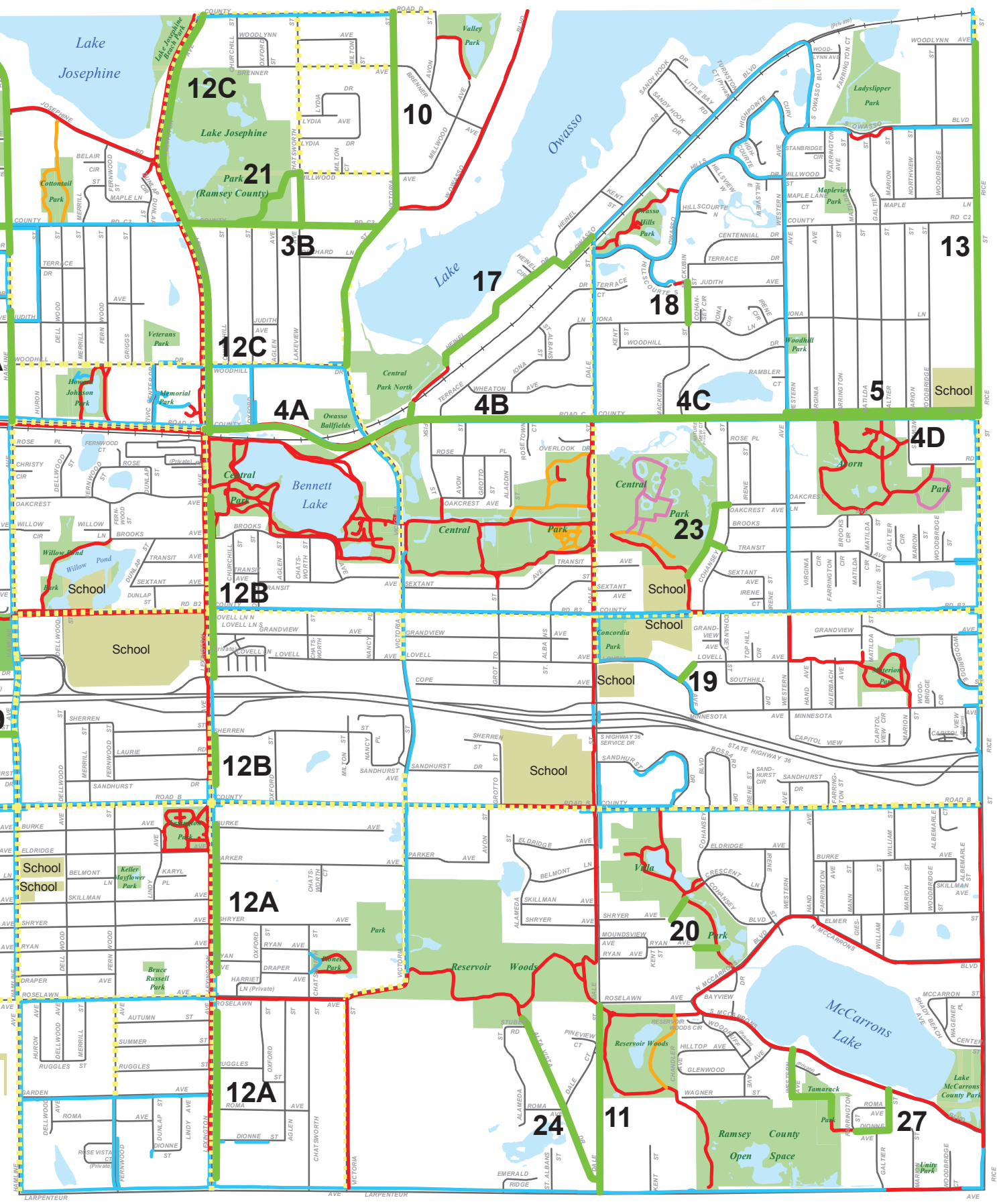
Pathway Master Plan



Prepared by:
Engineering Department
October 09, 2018

- Proposed Pathway Segments (20.64 miles)
- Existing Trail (36.66 miles)
- Existing Sidewalk (45.81 miles)
- Existing Footpath (1.82 miles)
- Existing Striped Shoulder (28.45 miles)
- Other (Boardwalk- 0.94 miles)

- Park
- Golf Course
- School



Data Sources and Contacts:
* Ramsey County GIS Base Map (8/04/18)
* City of Roseville Engineering Department
For further information regarding the contents of this map contact:
City of Roseville, Engineering Department,
2660 Civic Center Drive, Roseville MN

DISCLAIMER:
This map is neither a legally recorded map nor a 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 651-792-7075. 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.

0 500 1000 1500 2000 Feet
mapdoc: ComprehensivePlanPathwayMasterPlan.mxd
map: ComprehensivePlanPathwayMasterPlan.pdf



Victoria Street Pathway Update

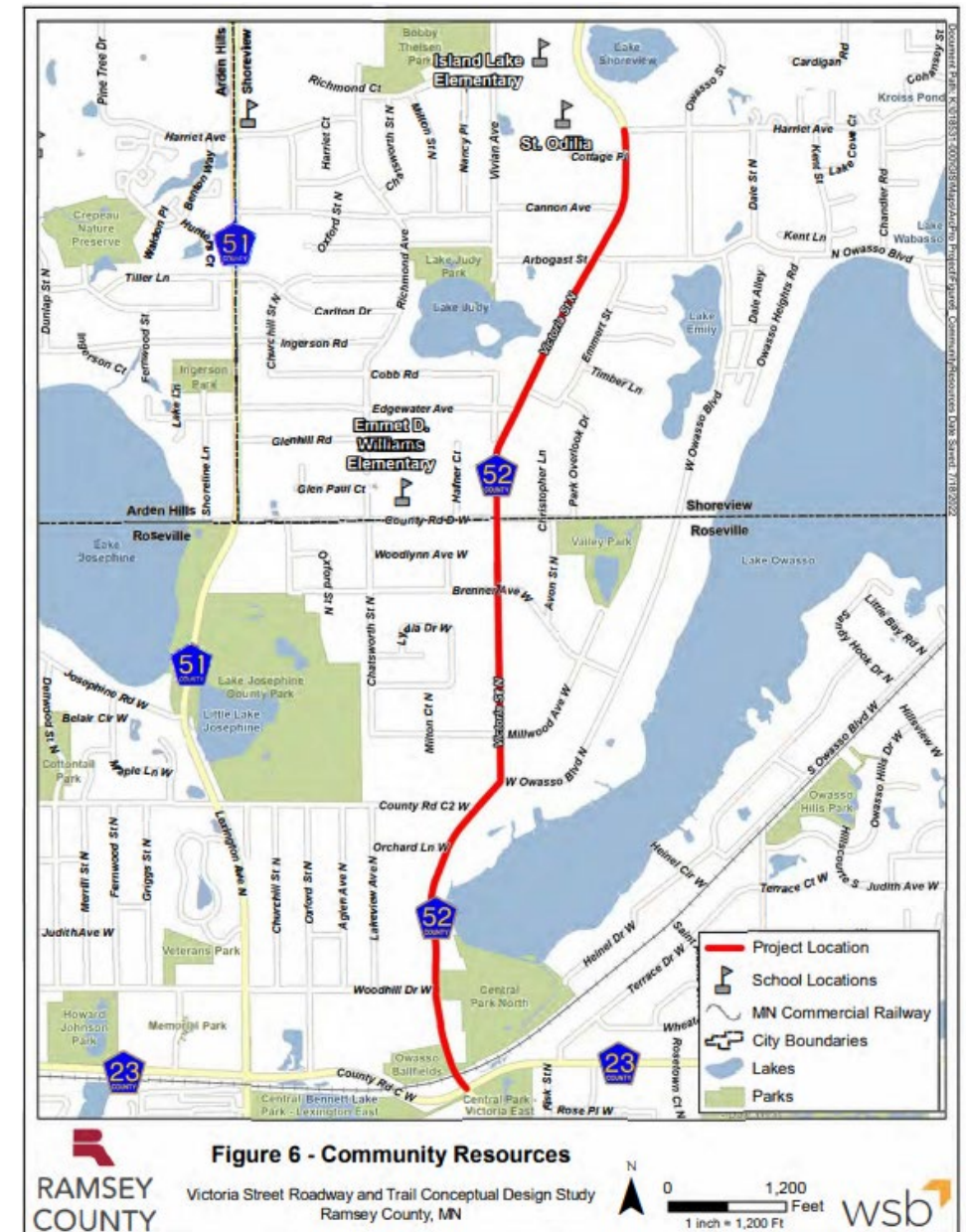
Public Works Department



Victoria Street Pathway Update

Background

- Segment is in City Pathway Master Plan
 - Segment 10
 - Preference Rank 15
- Received petition from residents in 2016
- Staff determined this route would need outside funding beyond normal Ramsey County cost share funds to fund due to topography
- 2015 Ramsey County adopted County-wide Pedestrian & Bicycle Plan
 - Resource & framework for development of a connected Ramsey County
 - Victoria Street corridor from County C in Roseville to Harriet Avenue in Shoreview identified within the County's Connected Ramsey Communities Network
- Fall 2021 – Ramsey County initiated the Victoria Street Trail Study



Victoria Street Pathway Update

2021 - Victoria Street Trail Study

- Corridor Information:
 - County Road C to Harriet Avenue
 - 2-mile long corridor
 - 60% Roseville
 - 40% Shoreview
 - Posted Speed Limit between 35 mph and 40 mph
 - Average of 4,950-6,200 vehicles per day
 - Serves Metro Transit Route 227
 - Majority of road section
 - No separated sidewalks or trails
 - Pedestrians & bicyclists use marked shoulder



Victoria Street Pathway Update

2021 - Victoria Street Trail Study

- Public Engagement
 - Technical Advisory Committee
 - Staff from Ramsey County, Shoreview and Roseville
 - Public Engagement between October 2021 and July 2022
 - Four Open Houses
 - Two In Person
 - Two Virtual
 - Three online surveys
 - Two Interactive Mapping Activities

<https://www.ramseycounty.us/residents/roads-transportation/future-road-projects/future-road-construction-projects/victoria-street-trail-design>

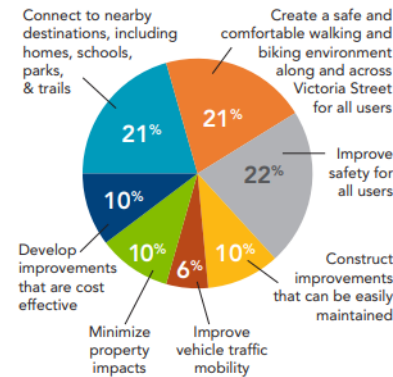
Victoria Street Roadway and Trail Study Survey Results

RAMSEY COUNTY
Public Works

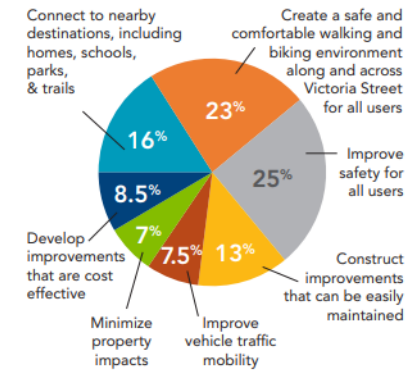
Number of survey respondents: **57**

Number of respondents that live on Victoria Street: **17**

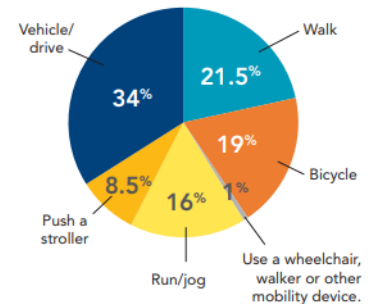
What goals are important to you for Victoria Street ?
(Victoria Street residents)



What goals are important to you for Victoria Street ?
(All respondents)



How do people travel along this portion of Victoria Street?
(All respondents)



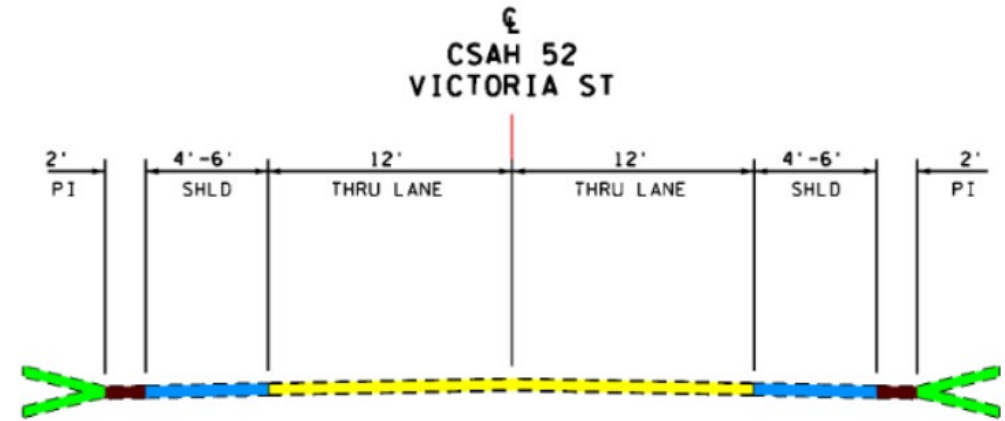
Victoria Street Pathway Update

2021 - Victoria Street Trail Study

- Study Completed in August 2022
- Two Concepts Developed:
 - 10-foot bituminous on east or west side of the road
 - Curb and gutter installed along side of road with trail and drainage improvement required.
- No formal recommendation for either side
 - Analysis suggests west side is more favorable
 - Determined during future design phase
- Design concepts fit in narrowest right-of-way corridor (60-feet)

Council Action

- Roseville passed resolution of support for federal funding on March 20, 2023
- Shoreview passed resolution of support for federal funding on June 5, 2023



EXISTING TYPICAL 6



VICTORIA STREET WEST SIDE CONCEPT, TYPICAL SECTION B - B

Victoria Street Pathway Update

Funding

- Ramsey County Applying for Metropolitan Council Regional Solicitation
 - Funding year 28/29 (unchanged)
 - Change from Regional Trail to Safe Routes to School category
 - 3 schools in the corridor
 - Less applicants and better chance of award

Revised Funding		Original Funding	
Safe Routes To School		Regional Trail	
Total Cost (2028 dollars)	\$ 4,000,000.00	Total Cost (2028 dollars)	\$ 4,000,000.00
Maximum SRTS Award	\$ 1,000,000.00	Maximum Award (80%)	\$ 3,200,000.00
Remaining Costs	\$ 3,000,000.00	Remaining Costs	\$ 800,000.00
Ramsey County 50% Share	\$ 1,500,000.00	Ramsey County 50% Share	\$ 400,000.00
Estimated City 50% Share	\$ 1,500,000.00	Estimated City 50% Share	\$ 400,000.00
City of Roseville Share 60%	\$ 900,000.00	City of Roseville Share 60%	\$ 240,000.00

Victoria Street Pathway Update

Questions?

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: June 20, 2023
Item No.: 7.e

Department Approval



City Manager Approval



Item Description: Review 2024 Changes in Property Tax Base, Legislative Changes and discussion on City Council 2024 Budget Goals

BACKGROUND

At the May 8, 2023 City Council meeting, the Council established a general timeline for the 2024 budget process including the following key dates:

2024 Budget Process Timeline	Date
Discussion on <i>Preliminary</i> Cash Reserve Levels	3/13/2023
Establish 2024 Budget Process Calendar	5/8/2023
Discussion on 2024 Legislative Impacts & City Council Priorities	6/20/2023
Presentation of the 2024-2043 Capital Improvement Plan	7/17/2023
EDA Budget & Tax Levy Discussion	7/17/2023
Receive the 2024 City Manager Recommended Budget to include- Tax Base Changes	8/21/2023
Receive Budget Recommendations from the Finance Commission	9/18/2023
Adopt Preliminary 2024 Budget, Tax Levy, & EDA Levy	9/25/2023
Review 2024 Proposed Utility Rates	11/6/2023
Review 2024 Fee Schedule	11/6/2023
Final Budget Hearing (Truth-in-Taxation Hearing)	11/27/2023
Adopt Final 2024 EDA Tax Levy	12/4/2023
Adopt Final 2024 Budget, Tax Levy, Utility Rates, & Fee Schedule	12/4/2023

The next step in the 2024 Budget Process is to review the general budgetary impacts resulting from changes in the City's property values, the 2023 Legislative Session, and other contributing factors. They are discussed in separate sections below.

Impacts Due to Changes in Property Values & Tax Base

The Ramsey County Assessor's Office posted its annual Report on Assessed Market Valuations to their website in April 2023. It is an interactive website and they are no longer issuing a printable report. Highlights of the Report are shown in the following chart:

City of Roseville - Extracts from County Assessor Reports				
Overall Market Value increase in 2023 is 6.65% versus 12.99% in 2022				
	%Increase		2023 EMV	2022 EMV
Single Family	4.35%		\$349,900	\$335,400
Townhomes	1.03%		\$293,100	\$290,100
Res 2-3 units	1.50%		\$398,000	\$392,300
Condo/Coop	6.18%		\$144,300	\$135,900
Apartments	2.07%		\$2,780,400	\$2,723,900
Commerical -				
Office	42.49%		\$1,085,900	\$762,100
Retail	4.51%		\$2,171,900	\$2,078,200
Industrial	12.82%		\$4,722,850	\$4,186,100

In the aggregate, the market value for the median single-family home rose less (4.35%) than all other property types combined (6.65%). The Commercial and Industrial market values increased by more than the combined increase so there will likely be a shift in the overall tax burden to this sector, depending on the proration of property value to the overall property valuations.

More data is provided by Ramsey County in late August so we will have a better estimate of impact from the market value and from increases in the preliminary budget which will be presented in August.

Budgetary Impacts from the 2023 Legislative Session

The 2023 Legislative Session ended after the conclusion of the Regular Session on May 22, 2023 and there were several bills passed that will impact the City. The League of MN Cities will post the 2022 Law Summaries which provides a re-cap of laws impacting cities by the end of June due to the number of bills passed. Below is a brief recap of some of the bills that may impact Roseville.

Public Safety Duty Disability – full state funding for continued health insurance benefits, mental injury prevention training required (pre-service and in-service), 24 weeks of treatment required, State pays for time off and some expenses for mental injury treatment. This change in law is expected to reduce city costs.

Paid Family and Medical Leave – creates a state-administered paid family and medical leave insurance program, effective January 1, 2026. There will be a .7% payroll tax for all employees, half can be charged back to employees. Wage reporting requirement begin July 1, 2024. This change in law may increase city costs.

Earned Sick and Safe Time – requires employers to provide employees with one hour of paid sick and safe time for every 30 hours worked, up to 48 hours a year and 80 ongoing. This applies to seasonal and part time employees. This change in law will increase city costs.

Adult-Use Cannabis – creates a statewide regulatory framework where state will license and the city issues registrations for the sale of adult-use cannabis. The city may collect registration fees and will be provided a portion of the tax revenue from the sale of cannabis. The State of Minnesota has indicated that they don't expect to allow the sale of adult-use cannabis until January 1, 2025. It is expected the city will receive tax revenue from the sale of adult-use cannabis (no estimates have been given yet) but at this

time, it is unknown what the costs will be to enforce the law

Aid to Cities – one-time public safety aid, based on population (Roseville share is \$1.594 million), ongoing increase in the homestead credit refund for those currently eligible; one time increase in renters credit, homestead credit refund and targeted property tax refund. Homestead market value exclusion increased from \$417,000 value homes to \$517,000 value homes. Reduction in 4d low income rental housing property tax classification rate and 2-year aid to help transition for cities impacted by the shift. The public safety aid will help reduce the city’s capital and operational costs for a short period. The other tax changes will most likely shift the tax burden to different tax classifications.

Local Sales Tax – 31 cities had local sales taxes approved, including Roseville 0.5% local sales tax. Next step is for the city to have the city’s voters decide whether to implement the local sales tax through a referendum in 2024. If the local sales tax is passed, it will reduce the cost to Roseville property tax payers.

Housing – significant increases in one-time funding for existing and new programs. A .25% Metro Sales Tax was approved to provide funding and will be distributed to metro cities with populations greater than 10,000. This change in law will result in the city receiving additional dollars to spend on housing projects.

Transportation – increased funding for various state programs including MSA, increased license tab fees, the motor vehicle sales tax and the gas tax. Increased metro area sales tax by $\frac{3}{4}$ percent for transit and county roads. This change in law will provide the city more funding opportunities for transportation projects. This change in law will also provide an increase in revenues at the License Center.

Environment – increased funding for Releaf urban forestry program (EAB), all cities required to allow “managed natural landscape” on all parcels, Recycling SCORE grants increased. This change in law will provide the city more grant funding opportunities.

Energy – city climate resiliency funding available. This change in law will provide the city more grant funding opportunities.

State Bonding - The city did not receive funding to complete the OVAL improvements. Staff will be submitting a request for funding as part of the 2024 Bonding Bill.

Budgetary Impacts from Other Considerations

In prior years, we have used this opportunity to provide a summary of the *potential* financial impacts of maintaining programs and services. This includes impacts associated with employee COLA’s and wage steps, healthcare increases, contractual obligations & professional services, and general inflationary costs. Additional tax levy support for capital improvement funds will also be included in the 2024 budget. It is also expected that implementation of the current compensation and classification study will be included in the 2024 budget.

The City Manager is meeting with each department to review their specific budget needs and will be focusing on refining those requests into his proposed budget which will be presented to the City Council on August 21, 2023.

In addition to tax levy impacts noted above, continued emphasis on our water, sanitary sewer, and storm sewer infrastructure replacement programs is expected to drive utility rate increases for 2024 as well. We will be using the rate increases as noted in the utility rate prepared by Ehlers in 2022. More specific information regarding budgetary impacts will be addressed with the release of the 2024 City Manager Recommended Budget in August and the utility rates later this fall.

The City Council is asked to provide its goals & objectives for the 2024 Budget and Tax Levy. This is a critical step in the budget process as it will be used to guide the City Manager Recommended Budget, and will ensure more clear and timely communications with citizens and other property taxpayers.

While these goals and objectives can be fairly broad in scope and still remain purposeful, the following factors may help the City Council establish more defined direction:

- 1) **The desire for changes in programs or service levels** (e.g.. are the condition of city streets or public safety-related services acceptable?)
- 2) **The need to establish new programs or initiatives** (e.g. are there any unmet needs that should be addressed?)
- 3) **The acceptable level of property tax and fee impacts on homeowners** (e.g. given the programs and services we aspire to, is the associated burden on homeowners acceptable?)

Finally, Staff will remind the Council of the status of the *unrestricted* cash reserve levels in the City's discretionary operating funds as of 12/31/22 *including* the transfers of 'excess cash' into the established Cash Reserve Fund.

	Audited		12/31/2022					
	12/31/2022	Less	Available	12/31/2022	Dedicated			
	Cash	From	Cash	Reserve	Use from	Target	Target	
<u>Operating Fund</u>	<u>Reserves</u>	<u>Donations</u>	<u>Reserves</u>	<u>Level</u>	<u>2023 Budget</u>	<u>Low</u>	<u>High</u>	
General: Primary	\$ 7,579,560	\$ (80,708)	\$ 7,498,852	36%		35%	50%	
General: Cash Reserve Fund	647,312	-	647,312		(306,000)			
Parks & Recreation	2,042,694	(328,085)	1,714,609	30%		20%	30%	
Communications	26,103	-	26,103	5%		10%	30%	
(1) Information Technology	3,375	-	3,375	0.39%		10%	15%	
License Center	248,211	-	248,211	11%		10%	15%	
(1) This fund will be folded into the Administration department within the General Fund								
so no transfer from the cash reserve fund is recommended at this time.								

The Council is reminded that the cash reserve levels depicted above represent a snapshot in time and are fluctuating on a daily basis. They are not an indication of what our reserve levels will be at year-end. With regard to the monies held in Cash Reserve Fund, the City Council can determine whether they want to redeploy the funds for budgetary purposes or retain for other priorities and service delivery.

POLICY OBJECTIVE

Establishing City Council budgetary goals fosters greater community awareness and understanding of the financial commitments necessary to provide programs and services. It also lays the foundation for the creation of a City Manager Recommended Budget.

FINANCIAL IMPACTS

Not applicable.

RACIAL EQUITY IMPACT SUMMARY

Generally speaking, the city's budget will have a large racial equity impact in the community and these impacts will be discussed in the future as the 2024 budget is presented. For the information contained in this case, numerous law changes mentioned were adopted partially to address racial equity inequities. These include, paid family and medical leave, earned sick and safe time, legalizing adult-use cannabis, and additional funding for housing, transportation, and climate resiliency projects

131 **STAFF RECOMMENDATION**

132 Not applicable.

133 **REQUESTED COUNCIL ACTION**

134 Staff is seeking comment and guidance on the preparation of the 2024 budget including City Council
135 goals and objectives for the 2024 Budget & Tax Levy.

136

Prepared by: Michelle Pietrick, Finance Director

Attachment: A: League of Minnesota Cities 2023 Legislative Session Overview



2023 Legislative Session Overview

The 2023 Legislative Session will be remembered for its brisk pace driven by the Democratic-Farmer-Labor (DFL) Party's single-party control, and for the consequential policy, spending, and taxing measures passed.

Throughout the session, the League advocated for city priorities and interests in numerous ways — by testifying at committee hearings, meeting with legislators, working closely with other stakeholders, writing letters, engaging with the media, and more. LMC members were also very engaged this session, with many city leaders coming to St. Paul to lobby or testify on behalf of their communities and cities across the state.

As effective dates of new laws approach, the League is here to analyze the implications for cities. Detailed information about new laws will be provided in the annual law summaries, available on the LMC website at lmc.org/lawsummaries2023. City-by-city runs of revenues for local government aid, public safety aid, housing, and transportation will be made available on the LMC website as we receive them.

2023 SESSION BY THE NUMBERS

- **\$17.5B** general fund surplus at the start of session
- **6,705** bills introduced (a record!)
- **211** LMC members attended City Day on the Hill to lobby on behalf of city issues
- **163** times LMC Intergovernmental Relations (IGR) staff testified in legislative committees
- **67** news stories about legislative issues that quoted LMC staff or mentioned LMC
- **\$2.6B** capital investment package passed
- **75** new chapters of law adopted
- **1** bill vetoed (Gov. Walz's first since taking office in 2018)



Key Outcomes for Cities (in alphabetical order by topic)

BONDING: \$1.5B BONDING/\$850M CASH

- **Economic Development: \$443M, including:**
 - \$10M for the Business Development Public Infrastructure (BDPI) grant program (additional money for BDPI was also included in the jobs bill)
 - \$1.5M for the Innovative Business Development Infrastructure program
 - \$189M earmarked for local projects
 - \$224M earmarked for grants to non-profits
- **Environment: \$59.7M, including:**
 - \$10M for local tree planting
 - \$49.7M for flood hazard mitigation
- **Housing: \$75M, including:**
 - \$41.9M bond/\$30.1M cash for rehab to preserve public housing stock
 - \$3M for Greater Minnesota Housing Infrastructure
- **Transportation: \$402M, including:**
 - \$85M for the Local Road Improvement Program
 - \$67M for the Local Bridge Replacement Program
 - \$12M for the Local Road Wetland Replacement Program
- **Water/Wastewater: \$513.5M, including:**
 - \$41M to leverage federal revolving loan funds
 - \$87.2M for Water Infrastructure Grants (\$32.5M drinking water/\$52M clean water)
 - \$80M for Point Source Implementation Grants
 - \$12M for metro-area inflow/infiltration
 - \$293M earmarked for local/regional projects

CANNABIS

- **Legalizes and regulates:** The adult-use cannabis law legalizes and decriminalizes cannabis and establishes a regulatory framework for seed to sale oversight.
- **Local regulation:** The law requires cities to register certain cannabis retail businesses, conduct compliance checks, and temporarily suspend registrations if needed.
- **Zoning authority:** The law provides local zoning authority for cannabis businesses, including the authority to limit the number of retailers to one per every 12,500 population.
- **Local revenue:** 20% of the gross receipts tax revenue from cannabis products is dedicated to local governments, to be shared equally between cities and counties.

COMPENSATION CAP REPEAL

- The local government compensation cap was fully repealed effective May 25, 2023. Under the cap, salaries of local government employees of cities, counties, towns, metropolitan and regional agencies, and other (but not all, such as school districts) political subdivisions were not permitted to be greater than 110% of the salary of the governor.

EARNED SICK AND SAFE TIME

- The new law requires employers provide employees with one hour of paid sick and safe time for every 30 hours worked for up to 48 hours the first year and 80 hours in ongoing years.
- The law applies to all employees, including part-time and seasonal employees, and has no impact on existing paid leave policies that meet or exceed these requirements.

ECONOMIC DEVELOPMENT

- **Local Economic Support:**
 - \$10M in one-time funding for Local Community Child Care Grants
 - \$10M for Community Energy Transition Grants
- **Business and Workforce Development:**
 - \$2.287M in FY 24 and FY 25 for the Business Development Public Infrastructure grant program (in addition to the \$10M included in the bonding bill)
 - \$4.246M in FY 24 and FY 25 for the Redevelopment Program and \$2.246M in FY 26 and each year after
 - Creation of \$400M Minnesota Forward Fund to create and retain permanent private-sector jobs, increase local tax base, improve economic opportunity, and provide grants to local units of government for infrastructure to support local economic growth.
 - \$8M for the Minnesota Investment Fund
 - \$12.37M for the Minnesota Job Creation Fund

ELECTIONS

- **Early voting:** The state and local government omnibus bill establishes early voting for the 18 days leading up to Election Day, replacing the current in-person absentee ballot, or “direct balloting,” process.
- **Automatic Voter Registration:** A new law creates a process where eligible voters will automatically be registered to vote when applying for a driver’s license or other government documents.
- **Elections administration updates:** The state and local governments bill contains many elections administration provisions, including updates to mail voting, sample ballot publication, write-in votes, annual funding for cities and counties for administration, and more.

HOUSING

The omnibus housing bill includes \$1 billion to support construction, acquisition, and preservation of housing, including nearly \$300M in direct appropriations to cities and new and existing grant opportunities for cities to support local housing efforts, including:

- **Workforce Housing:**
 - \$95M one-time increase to the Economic Development & Challenge Fund Grant Program (for a total of \$120.85M for FY 24-25)
 - \$35M one-time increase to the Greater Minnesota Workforce Housing Development Program
 - Additional \$20M for the Workforce Homeownership Program (in addition to \$40M for the program authorized in the omnibus tax bill, for a total of \$60.25M)
- **Preservation and Rehabilitation:**
 - \$50M for public housing rehabilitation
 - \$90M in community stabilization funding for naturally occurring affordable housing
- **Direct Local Housing Aid:**
 - 0.25% metro sales tax to be distributed via formula to metro-area cities over 10,000 in population
 - \$4.5M formula housing aid distribution to greater Minnesota cities authorized in omnibus tax bill

INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA)

- The transportation bill provides \$216 million for matching grants and creates a program within the Minnesota Department of Transportation for technical assistance grants for local units of government.
- Establishment of \$115M state competitiveness fund for federal matching funds, grant development assistance, and technical assistance for IIJA/IRA-funded energy projects.
- \$240M to replace private and public lead service line drinking water connections.
- Passage of required matching funds for state access to IIJA federal resources supporting roads and bridges, transit, water, cybersecurity, energy, and transportation.

JUNETEENTH

- Juneteenth was officially added as a state holiday to recognize the date on which slavery was ended in the United States.
- On June 19, 2023, and on June 19 each year after, public business cannot be conducted in observance of the holiday.

LOCAL GOVERNMENT AID (LGA)

- \$80M annual increase
- Formula updates will help make more cities eligible for LGA and replaces antiquated variables with more intuitive factors.

OPEN MEETING LAW

- The state and local government bill authorizes officials to participate in a meeting via interactive technology from a nonpublic location up to three times a year if advised by a health care professional against being in a public place for personal or family medical reasons.

PAID FAMILY & MEDICAL LEAVE

- The new law creates a state-administered paid family and medical leave insurance program beginning Jan. 1, 2026 that all employers will be required to participate in.
- All employers will pay into an insurance program established under DEED, in which employees can apply for up to 12 weeks of paid medical or family leave, or up to 20 weeks combined, annually.

PENSIONS

- \$170M in one-time direct state aid to the PERA General Employees Retirement Plan
- \$19.4M to the PERA Police and Fire Retirement Plan

PUBLIC SAFETY

- \$210M in one-time public safety aid to all cities. The aid can be spent on fire, police, emergency medical, or other public safety needs.
- The public safety duty disability bill contains mental injury prevention and treatment measures and provides \$104 million to pay for related costs. The bill also provides full reimbursement to employers for the continued health insurance requirement for disabled employees.
- A new law imposes criminal penalties for possession of a used catalytic converter that is not attached to a vehicle and prohibits a scrap metal dealer from purchasing a catalytic converter that is not attached to a vehicle unless the seller can document proof of ownership.
- The omnibus public safety bill contains provisions pertaining to youth intervention, carjacking, body camera footage release, police accountability, and law enforcement job recruitment.

TAXES

- Two-year moratorium on local sales taxes, with a task force slated to report to the Legislature in January 2024 with recommendations for possible changes to the approval process.
- 20% one-time increase to property tax refunds for both homeowners and renters.
- Conversion of the renters credit from a separate property tax refund to an income tax credit.
- Establishes an electric generation transition aid for cities that lose tax base when an electric generation plant retires.
- Eight-year extension of the Historic Structure Rehabilitation Tax Credit.

TRANSPORTATION

- The transportation bill provides ongoing funding for the Small Cities Assistance Account and establishes and funds the Larger Cities Assistance Account. Both are funded by a new 50-cent retail delivery fee on purchases over \$100 and dedication of the sales tax on auto repair parts.
- \$18 million for the Local Road Improvement Program.
- \$18 million for the Local Bridge Replacement Program.
- Increases in license tab fees, the motor vehicle sales tax, and the gas tax (indexed for inflation), which will fund the Highway User Tax Distribution Fund resulting in a \$40 million increase to Municipal State Aid over the previous biennium.
- Three-fourths of a percent increase in the sales tax in the metro area for transit and county roads.

FURTHER READING/RESOURCES

Webinars, including a full 2023 legislative recap, are available to members through the LMC website:

- lmc.org/webinars

Members can find a full breakdown of bills passed into law with the League's 2023 Law Summaries and Focus on New Laws, which will be updated throughout the summer:

- lmc.org/lawsummaries2023
- lmc.org/fonl

For bi-weekly updates outside of legislative session and weekly updates during session, subscribe to the LMC Cities Bulletin e-newsletter:

- lmc.org/citiesbulletin

Interested in getting involved in legislative issues? Sign up for League's Policy Committees and Task Forces. Starting in July, join fellow city officials in working on issues that impact cities across Minnesota. Read more and sign up for policy committees here:

- lmc.org/policy-committees

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: June 20, 2023

Item No.: 7.f

Department Approval

City Manager Approval



Item Description: Consider Adoption of National Gun Violence Awareness Month Proclamation

BACKGROUND

At the May 23, 2022 meeting, the City Council discussed the possibility of adopting an proclamation regarding National Gun Violence Awareness Day. After a lengthy discussion, the City Council decided to not adopt a proclamation but directed staff to work towards bringing back a proclamation for consideration next year that focused more on local gun violence prevention efforts. Minutes of that meeting are included as Attachment A.

Although National Gun Violence Awareness Day was already observed on June 2, Mayor Roe and Councilmember Strahan have been working with the City Manager on proclamation language to declare June 2023 as the National Gun Violence Awareness Month. The proposed proclamation is included as Attachment B. It is anticipated that same format for the proclamation can be used next year acknowledging both National Gun Violence Awareness Day and National Gun Violence Awareness Month.

POLICY OBJECTIVE

There are two Community Aspirations that are relevant to this topic. The first is the City aspires to be “Welcoming, inclusive, and respectful”. The second is that the City aspires to be a “Safe and Law Abiding” community.

BUDGET IMPLICATIONS

No budget impacts are expected with passing this proclamation.

RACIAL EQUITY IMPACT SUMMARY

Gun violence disproportionately affect Black, Indigenous, and Persons of Color (BIPOC) community members. As referenced in the proclamation, Black children and teens have the highest gun death rates among the nation’s population at nearly four times the rate of White people and Hispanic and Indigenous individuals dying by gun violence at twice the rate of White people. Programs designed to reduce gun violence will help everyone in the community and will specifically benefit BIPOC community members.

STAFF RECOMMENDATION

Staff recommends approval of the proclamation declaring June as National Gun Violence Awareness Month.

REQUESTED COUNCIL ACTION

Motion to approve the proclamation declaring June as National Gun Violence Awareness Month.

Prepared by: Patrick Trudgeon, City Manager

Attachments: A: Minutes from May 23, 2022 City Council meeting
B: Proclamation

Mayor Roe thought it could if it is the will of the Council.

The Council concurred.

Mr. Trudgeon reviewed the changes the Council proposed and indicated he will bring this back to the Council on the June 6, 2022 Consent Agenda.

e. Consider Declaring National Gun Violence Awareness Day (Wear Orange Day)

Councilmember Strahan briefly highlighted this item as detailed in the Request for Council Action and related attachments dated May 23, 2022.

Councilmember Strahan explained she does not tolerate hate of any kind and any intimations that she is affiliated with a hate group is incorrect and she has separated herself from any group and disavow any such thing. She thought it should be obvious by most of her decisions and she actually spoke to Chief Scheider prior to the event to make sure it was intended with no defamatory comments regarding the police, at least that was her intent.

Mayor Roe recapped previous public comment made in reference to Councilmember Strahan.

Councilmember Strahan thought it was important to give an opportunity for the people who find this to be a very important issue to share why. She explained as she researched this she found information from a variety of areas. She wanted to be able to present to the community, again, just like the signs that say Roseville rejects racism for most of 2020, that the City rejects that racism and bias that often is inherent in this gun violence and any violence and maybe not specifically supporting wearing orange but acknowledging that there is National Gun Violence Awareness Day. This is a special day where the community honors and treasures the people who have lost their lives to gun violence and maybe that way the City can start to provide an opportunity for the community to move forward and see that the City holds that as a high enough value in what they do that the City would acknowledge it. When she looks back to the Imagine Roseville 2025, there is a lot about Roseville safety. She thought this item was not about action but about a first step.

Public Comment

Mayor Roe offered an opportunity for public comment.

Mr. Dale Howey, 991 Parker Avenue

Mr. Howey indicated he was appreciative that Councilmember Strahan has brought this item forward. He explained his father was a WWII Veteran and committed

suicide at his kitchen table about twenty years ago and sixty percent of gun deaths are suicide. Veterans are one and a half times more likely to commit suicide by guns than the general population. He indicated there is an epidemic of gun violence in the country and he thought the least the City can do for the Veterans and service people is to make sure that there is a day to honor the recognition that there is an issue and the mental health issues that go along with being a Veteran sometimes conflate the problem.

Ms. Pam Bosch, 2497 Pascal St

Ms. Bosch indicated during a previous item someone asked what the purpose was of local government and what does local government do well and what was the purpose. She thought the purpose was to make everyone feel included and safe and seen in their community. The truth of the matter is that gun violence disproportionately affects communities of color so the opportunity of having a “wear orange”, a proclamation that honors victims of gun violence, what that really says is that the City and community sees them and acknowledges that they live in a nation ripe with gun violence. No other pure nation lives with kind of gun violence that America does and that disproportionately hits the communities of color. She thought this was a wonderful step forward for Roseville to think about signing a proclamation like this. She noted this item was brought forward by the Northeast Metro Moms Demand Action, which is a non-partisan gun violence prevention organization and is not political.

Ms. Jill Chisolm, 638 Lovell Avenue

Ms. Chisolm indicated she appreciated that this topic is being discussed. As part of Mom’s Demand Action, she has been educating groups in faith communities, schools, and various community organizations for several years about a specific area of gun violence that has not been raised and that is safety for children. By simply having a proclamation or some other way of having the community tune into the importance of keeping children from accessing firearms lives could be saved and that is really what it is all about. Firearms are the number one leading cause of death for children in the United States and they can prevent so many of these deaths. There are a high number of deaths in children by suicide using firearms, especially during the pandemic, as well as unintentional shootings. They need to raise awareness in the public that they need to store guns properly and keep them out of the hands of kids. A global proclamation about gun violence awareness could cover so many bases, unite the community, and save a lot of lives.

Mr. Bruce France, 2040 Lexington Avenue

Mr. France thanked the Council for taking up this subject. He worries about gun violence with kids and thought this is the first step. This is a problem that affects everyone and was happy that this is being brought forward.

Mr. Samuel Wallace, Roseville

Mr. Wallace explained he is a student at the Roseville Area High School and appreciated Councilmember Strahan for bringing up this issue. He reviewed statistics

of gun violence in the State of Minnesota. He indicated there is a high rate of success of suicide when guns are used. He believed a proclamation like this builds the City of Roseville's aspiration to be a more welcoming and inclusive place.

No one else wished to address the Council. Mayor Roe closed public comment for this item.

Councilmember Strahan appreciated all of the comments and because of all of the requests, she brought this forward to the Council. She did not think the Council could ignore this item and suggested instead of waiting to see what happens, the Council take action because this deeply impacts everyone in some way.

Mayor Roe asked what the Council would like to do with this item.

Groff moved, Strahan seconded, approving the proclamation Declaring the First Friday in June to be National Gun Violence Awareness Day.

Council Discussion

Councilmember Groff thought this covered most of the issues he was concerned about.

Mayor Roe noted the City should change the last paragraph to be consistent with the Proclamation language used in the City.

Mr. Trudgeon noted in the sixth Whereas, it states "Protecting public safety in the communities they serve is the Mayor's City's highest responsibility." Also in the eighth Whereas, "Mayor's Elected Officials and Law Enforcement Officers"

Councilmember Groff thought this is an awareness proclamation and makes people aware to start a conversation. Action needs to be taken at a different level but this is similar to the LGBTQIA+ Pride Month Proclamation. The conversation had to start, people needed to come up, start discussing it, and in the same way, this will start a conversation. The point about the safety of guns and education is a crucial factor. These are the things that come from a proclamation and will start conversations for change.

Councilmember Etten indicated he has a concern about passing something that was not a part of the Council packet and just put in front of the Council. He was not speaking to the content of it but to the process of it. He explained he would not vote for this because he has not had time to review this and there are several Whereas that are pointing to the starting point for this in Chicago. He agreed with the speakers about the concern of weapons available that should not be available and also about the shooting of a Roseville Police Officer. He would support work

by the City's Police Department to have gun locks and other things like that as a part of the education component but he cannot approve this right now.

Councilmember Willmus asked if there is a path forward for them to perhaps put the proclamation aside, given the time of things and make a statement more consistent with the RCA.

Mayor Roe indicated the Council needed to address the motion before them before more discussion can occur.

Strahan moved; Groff seconded to call the vote.

Roll Call (Strahan Motion to Call the Vote)

Ayes: Groff, Strahan.

Nays: Etten, Willmus, and Roe.

Mayor Roe indicated the motion to call the vote failed 3-2

Mayor Roe indicated he was torn about this because he thought there was something here the City can build on, especially in terms of gun violence awareness, education, safety, and a number of things. He thought the Council could move forward with those items but given the timing of where they are at with relation to taking action and especially the awareness being the First Friday in June, he wondered if there was something the Council could do by way of directing staff to promote Gun Violence Awareness Day, gun safety generally, and the efforts in that regard on that day and leading up to that day.

Roll Call (Original Groff Motion on the Proclamation)

Ayes: Groff, Strahan.

Nays: Etten, Willmus, and Roe.

Mayor Roe indicated the motion approving the proclamation failed 3-2.

Mayor Roe asked for suggestions from the Council.

Councilmember Willmus thought staff direction to coincide with National Gun Violence Awareness Day would be appropriate. He did think it would be appropriate at some point if a Roseville centric proclamation could come back to the Council at a future date.

Councilmember Groff suggested, since the motion did not pass, to review the proclamation, make it more Roseville centric, and bring it back earlier before time runs out for next year. He understood how the community feels frustrated because this was brought forward last year and the clock ran out and nothing was done then.

Mayor Roe thought the Council could direct staff to promote gun violence awareness. He noted he was a little wary about wearing orange because of particular advocacy groups and he understood this group is non-partisan natured but he was not sure that is understood enough in the community more broadly so he would definitely focus more on the awareness of gun violence and the ways to promote safety and education, especially ways the City can be involved with this.

Councilmember Etten agreed and thought if the City had a program that staff would want to highlight related to this, for example, gun locks that are available or other things which he would like to see promoted.

Councilmember Strahan asked if the Council could accentuate the things at the beginning of the proclamation, maybe up to the Whereas in January 2013 because she thought this was about as factual as anyone can get. She indicated this is an epidemic.

Mr. Trudgeon indicated he wanted to make sure about what the Council wanted staff to promote. He reviewed the items with the Council to promote. One being National Gun Violence Awareness Day but not wear orange. Another item to promote is whatever the City is doing to limit gun violence in the community and talk about some of the facts regarding gun deaths, specifically in Minnesota, and potentially try to draw a tie to Roseville. He was not sure what was possible for staff to do in the period of time and he wanted to make sure they are authentic with the intent of the Council.

Councilmember Strahan asked if it would be possible to motion this proclamation essentially with the changes from Mayor to Councilmembers with the absence of the bottom paragraph and the top three and the closing paragraph to revolve. She thought it would make it easier for the City if it was essentially what the Council was looking at. She wondered what else staff could add to make it more Roseville centric, noting the city had one man killed and a Police Officer shot. She asked if the Council wanted that fine tuning because people know and have read about this in the newspaper. If it is hard for the City to get something together and the Council has this opportunity to have ninety percent of it presented to them, she was not sure what would change.

Councilmember Willmus indicated with respect to social media he thought staff could certainly put information out there pertaining to statistics as well as to put information out for people in crisis and what the City can do in terms of gun locks. He thought the City could put information out about what the State certainly requires people to do that have guns in the home, etc. as far as locking up and storage. He noted there is a lot the City can do in a short span of time to coincide with National Gun Violence Awareness Day.

Councilmember Etten agreed and felt the stats are great. He also liked the crisis idea and the help the Police Department can do with gun locks. He thought the Council could think about this on a more global level later.

Mayor Roe explained he understood Councilmembers Etten's and Willmus' view regarding the proclamation landing on their desk this evening which is a point well taken in terms of there was opportunity for the information to be put into the packet where it could have been distributed with a chance to read it prior to the meeting, the Council could have responded much differently, and maybe even had some suggestions ready to offer in terms of language. He noted as a reminder going forward, it is helpful to make sure that when something is requested, there is the suggested action piece as a part of it and any material supporting that. He did not want that to be any sort of admonishment of any Councilmember. He thought even though Councilmember Strahan is new and does not know all of the arcane procedures, she is trying to get the City do something that is important. He stated the recognition of gun violence is important and there is no question that whatever the City can be doing to help, especially for their role in the City.

8. Council Direction on Councilmember Initiated Agenda Items

9. Approve Minutes

Comments and corrections to draft minutes had been submitted by the City Council prior to tonight's meeting and those revisions were incorporated into the draft presented in the Council packet.

a. Approve April 25, 2022 and May 9, 2022 City Council Meeting Minutes

Groff moved, Willmus seconded, approval of the April 25, 2022 and May 9, 2022 City Council Meeting Minutes as amended.

Roll Call

Ayes: Groff, Willmus, Strahan, Etten, and Roe.

Nays: None.

10. Approve Consent Agenda

At the request of Mayor Roe, City Manager Trudgeon briefly reviewed those items being considered under the Consent Agenda; and as detailed in specific Requests for Council Action dated May 23, 2022 and related attachments.

Strahan moved, Willmus seconded, approval of the Consent Agenda including claims and payments as presented and detailed.

Roll Call

Ayes: Groff, Willmus, Strahan, Etten, and Roe.

Nays: None.



National Gun Violence Awareness Month June 2023

Whereas: according to an analysis of international cause of death data, Americans are 26 times more likely to die by gun homicide than people on average in 28 other high-income countries; and

Whereas: the Centers for Disease Control and Prevention's (CDC's) data indicates there are 117 Americans killed by gun violence every day, along with more than 200 who are shot and wounded, and on average there are over 16,500 gun homicides in the US every year; and

Whereas: data from the CDC indicated that in 2021, nearly 3,600 children aged 18 and under died in gun-related incidents, meaning that, for the first time, deaths of children by gun violence surpassed deaths due to traffic accidents, their previous leading cause of death; and

Whereas: analysis of CDC data shows that Black and Indigenous People and People of Color (BIPOC individuals) are disproportionately impacted by gun violence, with Black children and teens having the highest gun death rate among the nation's population at nearly four times the rate of White people, and Hispanic and Indigenous people dying by gun violence at twice the rate of White people; and

Whereas: CDC data and hospital admission & discharge data show that Minnesota has on average 497 gun deaths and 811 non-fatal gun injuries every year, including 128 homicides and 319 injuries due to criminal acts; and

Whereas: Roseville experiences gun violence, including the April 5, 2022, incident on West Lake Owasso Blvd. in which an individual recklessly fired at surrounding homes and cars and eventually shot and wounded Roseville Police Officer Ryan Duxbury; and

Whereas: Roseville and cities across the nation are working to end senseless violence with evidence-based solutions, including integration of social services and mental health support into public safety work, holding a free gun turn-in event in 2022 for community members to dispose of unwanted guns, and providing gun-locks free of charge to allow residents to better secure their guns in their homes; and

Whereas: protecting public safety in the community is one of the City's highest responsibilities; and

Whereas: upholding Second Amendment rights can and should go hand-in-hand with promoting safe and responsible gun ownership and use, including limiting gun access for persons with dangerous histories; and

Now, Therefore Be It Resolved that the City of Roseville renews its commitment to end gun violence and pledge to do all it can to keep firearms out of the wrong hands and encourage responsible gun ownership to help keep our community safe; and

Be It Further Resolved that City of Roseville declares the month of June 2023 to be National Gun Violence Awareness Month and encourages all citizens to support efforts to prevent the tragic effects of gun violence.

In Witness whereof, I have hereunto set my hand and caused the Seal of the City of Roseville be affixed this 20th day of June, 2023.

Mayor Daniel J. Roe

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: June 20, 2023
Item No.: 10.a

Department Approval

Michelle Littrick

City Manager Approval

Sam J. Truog

Item Description: Approval of 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	\$412,509.15
106692-106837	\$421,363.12
Total	\$833,872.27

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.

BUDGET IMPLICATIONS

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

RACIAL EQUITY IMPACT SUMMARY

N/A

STAFF RECOMMENDATION

Staff recommends approval of all payment of claims.

REQUESTED COUNCIL ACTION

Motion to approve the payment of claims as submitted

Prepared by: Joshua Kent - Assistant Finance Director
Attachments: A: Checks for Approval

Bank Reconciliation

Board Audit

User: Joshua.Kent
 Printed: 06/13/2023 - 10:36AM
 Date Range: 05/31/2023 - 06/13/2023
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 100 General Fund				
Department: 00 General Function				
0	LINA	Bill Reference 15688-050123, Acct ID	05/31/2023	6,120.39
Total for Department: 00 General Function				6,120.39
Department: 01 General Government				
0	Amanda Krinke	Tuition Reimbursemet	06/07/2023	1,500.00
0	Amazon.com- CC	Wellness Coloring Book	06/02/2023	176.67
0	Amazon.com- CC	Tablecloths	06/08/2023	344.43
0	Arden Hills-CC	Service Fees	06/02/2023	2.56
0	Bachman's-CC	Earth Day Event	06/08/2023	122.42
0	Background Investigation Bureau - CC	Access Fees	06/02/2023	238.13
0	Cub Foods- CC	Snacks for Tapping Volunteers	06/02/2023	13.78
0	DG Minnesota CS 2021, LLC	Solar Billings for April 2023	05/31/2023	3,765.92
0	Dollar Tree-CC	Wellness Journals	06/08/2023	25.44
0	Frattallones-CC	Fitting/Tubing Vinyl	06/02/2023	93.94
0	Greenhaven Printing	Business Cards - N Bakken	05/31/2023	81.44
0	Homegoods-CC	Journals	06/02/2023	26.81
0	Homegoods-CC	Art - Intern Room	06/08/2023	171.38
0	Joshua Kent	GFOA Conference Meals Reimbursen	05/31/2023	64.45
0	La Tapatia-CC	Catering for DEI Training	06/08/2023	548.36
0	League of MN Cities-CC	LMC Annual Conference Registration	06/08/2023	225.00
0	Lunds & Byerlys-CC	Snacks for Commission Interviews	06/02/2023	8.99
0	Mailchimp-CC	Tier Upgrade - 5000 Contacts	06/02/2023	180.00
0	McGough Property Management, LLC	Facility Management Service May 202	06/07/2023	3,362.70
0	Menards-CC	Picture Mounting Strips	06/08/2023	17.33
0	Nelsons Cheese & Deli-CC	Catering for Ethics Training	06/08/2023	555.52
0	Nitti Sanitation-CC	April Service	06/02/2023	776.11
0	Office Depot- CC	Office Supplies for Flex Space	06/08/2023	126.18
0	Quickbooks-CC	RVA Quickbooks	06/08/2023	319.00
0	Roseville Area Optimist Club - CC	Luncheon Attendenace	06/02/2023	52.00
0	Roseville Rotary-CC	Rotary Membership Quarterly Dues	06/02/2023	350.00
0	Salvation Army-CC	Wellness Journal	06/02/2023	18.21
0	Salvation Army-CC	Wellness Journals	06/08/2023	7.54
0	Sam's Club-CC	Earth Day Wellness	06/08/2023	166.18
0	St Paul Bagelry-CC	Lunch w/ Mayor	06/02/2023	13.85
0	Suburban Ace Hardware-CC	Shop Supplies	06/02/2023	55.22
0	Target- CC	Q3 Wellness & Anti Stress	06/02/2023	326.01
0	Target- CC	Earth Day Event Volunteer Snacks	06/08/2023	542.98
0	Time Saver Off Site Secretarial, Inc.	Council Meeting 4/24/23	05/31/2023	462.00
0	Volgistics-CC	Volgistics Database Apr 2023	06/02/2023	234.00
0	Walmart-CC	Water	06/02/2023	21.44
106696	Anchor Solar Investments, LLC	Solar Leasing	05/31/2023	1,675.11
106697	ARAMARK Services	Coffee, Filters	05/31/2023	351.96
106709	Hildi, Inc	Actuarial Valuation	05/31/2023	3,200.00
106718	League of MN Cities	Respect @ Work - Amanda Krink	05/31/2023	15.00
106721	MCMA Secretariat	Membership Renewal	05/31/2023	222.00
106723	Michael Murray Photography	Business Session, Frame	05/31/2023	421.80
106731	Recycle Technologies, Inc.	Bulb recycling	05/31/2023	140.00
106732	Roseville Area Schools	RSVL Area Senior Program & Meals c	05/31/2023	14,000.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
106734	Shred-N-Go, Inc.	Shredding Services	05/31/2023	71.89
106737	St. Paul Pioneer Press	Advertising	05/31/2023	399.68
106741	Vault Health	Drug Screens	05/31/2023	166.11
106750	Amanda M Becker	Rosefest Parade - Fans	06/07/2023	375.18
106782	Huebsch, Inc.	Floor Mats	06/07/2023	434.47
106796	Metropolitan Courier Corp.	Service for month of May 2023	06/07/2023	786.39
106802	MN Total Refrigeration & HVAC Syste	Ice Machine Repairs	06/07/2023	860.16
Total for Department: 01 General Government				38,115.74
Department: 02 Public Safety				
0	88 Tactical-CC	Drone Training Course	06/02/2023	795.00
0	Aldi-CC	Cookies	06/08/2023	13.17
0	Amazon.com- CC	Storage Container	06/02/2023	1,058.95
0	Amazon.com- CC	Windex	06/08/2023	876.48
0	American Heart Assoc. Shop CPR-CC	Heart Code ACLS	06/08/2023	169.26
0	Andrew Koehler	Reimbursement for Sgt shirt alteration	05/31/2023	62.00
0	B2B Prime-CC	Prime Membership	06/08/2023	179.00
0	BCA-CC	Investigative Conference	06/02/2023	300.00
0	Best Buy-CC	Apple Magic Keyboard and Mouse	06/02/2023	209.98
0	Bio-Tec-CC	Squad Decontamination	06/02/2023	150.00
0	Bio-Tec-CC	Squad Decontamination	06/08/2023	150.00
0	BP Oil-CC	Patrol Fuel	06/02/2023	50.90
0	Breezy Point Resort-CC	Investigative Conference	06/02/2023	277.02
0	Brother's Taqueria-CC	Training Meal	06/02/2023	83.14
0	Car Wash Partners	April Wash Services	05/31/2023	224.00
0	Carbones Pizza-CC	Training Meal	06/08/2023	340.16
0	Caribou Coffee- CC	Coffee -Patrol Training	06/08/2023	176.18
0	City of Maplewood	Acct 2177, East Metro Training Facilit	05/31/2023	1,475.00
0	City of Roseville-CC	Homeless Outreach	06/02/2023	65.85
0	City of St. Paul	Radio Service & Maintenance	06/07/2023	1,361.79
0	Costco-CC	Business Renewal	06/02/2023	60.00
0	Costco-CC	Paper Supplies, Coffee, Snacks, Drink	06/08/2023	729.73
0	Cub Foods- CC	Training Snacks	06/08/2023	49.93
0	Dairy Queen-CC	Dilly Bars for Dispatchers	06/08/2023	62.45
0	DECC Duluth-CC	Parking	06/08/2023	10.00
0	Dunkin Donuts-CC	Donuts	06/08/2023	48.28
0	Ebay Inc-CC	Speaker Mic	06/02/2023	48.00
0	Ebay Inc-CC	Microphone	06/08/2023	44.97
0	Eckberg Lammers-CC	Training - Cultural Crisis Conflict	06/02/2023	139.00
0	Elite K9-CC	K9 Training Aids	06/02/2023	29.95
0	Evident Inc-CC	NIK Tests	06/08/2023	478.26
0	FBI Leeda-CC	Annual Membership	06/02/2023	50.00
0	FBI Leeda-CC	CLI-Stillwater	06/08/2023	795.00
0	Global Industrial-CC	Glass Whiteboard	06/08/2023	324.94
0	Glock Professional Inc-CC	Armorer's Course	06/02/2023	250.00
0	Greenhaven Printing	Business Cards - A Koehler	05/31/2023	88.88
0	Hansen International-CC	Vehicle Supplies	06/02/2023	539.28
0	Holiday Inn-CC	Conference Hotel	06/02/2023	440.48
0	IAPE-CC	IAPE Annual Membership	06/02/2023	65.00
0	Inn On Lake Superior-CC	hotel room	06/08/2023	1,445.56
0	Jacob Swanson	Tuition Reimbursement	06/07/2023	1,500.00
0	Jefferson Fire & Safety, Inc.	FLIR POGO Pin Assembly	06/07/2023	190.69
0	Jersey Mikes Subs-CC	Training Meal	06/02/2023	163.19
0	Keys Cafe & Bakery-CC	Training Meal	06/08/2023	114.31
0	KwikTrip-CC	Patrol Fuel	06/08/2023	15.08
0	Lazer Designs-CC	Recognition Awards	06/02/2023	140.19
0	League of MN Cities-CC	Safety & Loss Control Workshop	06/02/2023	20.00
0	Lunds & Byerlys-CC	Interview Snacks	06/08/2023	37.26
0	MacQueen Equipment	SCBA Flow Test	05/31/2023	2,615.00
0	Marathon Oil-CC	Propane Fill	06/08/2023	36.00
0	Masa Consulting, Inc.	Wellness Checks	05/31/2023	4,600.00
0	Masa Consulting, Inc.	Mental Health Support Services May 2	06/07/2023	1,800.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
0	Menards-CC	Oil Dry Premium Absorbant	06/02/2023	606.90
0	Metro Transit-CC	Ride Pass - Outreach	06/02/2023	40.00
0	Metro Transit-CC	Homeless Outreach Transit Cards	06/08/2023	80.00
0	MI-Sant Kitchen-CC	operating supplies	06/08/2023	52.62
0	Mister Car Wash- CC	Interior Clean	06/02/2023	100.00
0	MN Fire Service Certification Board	Fire Instructor 1 Test - Reilly Keenan	06/08/2023	126.00
0	MN POST Board-CC	License Fee - Miracle Gray	06/08/2023	91.94
0	Motel 6 - CC	Homeless Outreach	06/08/2023	276.39
0	Municipal Emergency Services Deposi	Gear Repair	06/07/2023	264.00
0	NFPA Natl Fire Protect-CC	Books NFPA Fire Investigations Set	06/02/2023	183.45
0	Nitti Sanitation-CC	April Service	06/02/2023	230.74
0	North Suburban Access Corp.	RSVL PD Meeting 5/10/23	05/31/2023	235.00
0	Overhead Door-CC	Transmitters	06/02/2023	131.93
0	Pickwick Restaurant Duluth-CC	Conference Dinner	06/08/2023	25.11
0	Play It Again Sports-CC	Tape	06/08/2023	35.34
0	Radiotronics-CC	Door Popper	06/02/2023	55.05
0	Ramco-CC	Accident Repair	06/08/2023	567.78
0	Ryan Duxbury	Patrol Fuel Reimbursement	05/31/2023	10.08
0	Shortstop Fridley-CC	Training meal	06/02/2023	80.85
0	Special Operations-CC	27th Annual Training Conference	06/02/2023	99.00
0	Speedway-CC	Propane - Homeless Outreach	06/02/2023	27.91
0	Speedway-CC	Patrol Fuel	06/08/2023	39.47
0	Storm Training-CC	Female Arrest & Control Tactics	06/02/2023	1,897.00
0	Streicher's	Patrol Uniform	05/31/2023	2,174.34
0	Streicher's	Patrol Uniform	06/07/2023	276.00
0	Suburban Ace Hardware-CC	Flat Brushes	06/02/2023	188.84
0	Sunny Communications-CC	Motorola Speaker Mic	06/02/2023	63.16
0	Target- CC	Groceries - Homeless Outreach	06/02/2023	48.18
0	Target- CC	Dishsoap	06/08/2023	172.73
0	Tavern Grill-CC	Training meal	06/02/2023	108.45
0	Uline-CC	Carpet Chair Mat	06/08/2023	145.41
0	UPS Store- CC	Shipping	06/08/2023	18.09
0	USPCA-CC	K9 Narcotic certification	06/02/2023	75.00
0	Walmart-CC	Mattress Pads	06/02/2023	80.42
0	Walmart-CC	Homeless Outreach	06/08/2023	71.13
0	White Bear Mitsubishi-CC	Squad Repair/Diagnosis	06/08/2023	129.99
0	Xcel Energy	Xcel Billings June	05/31/2023	3,170.68
0	Xero Shoes-CC	Uniform Shoes	06/02/2023	134.98
0	Yale Mechanical	Entryway Heater Repairs	06/07/2023	855.04
0	Zac Spates	Reimbursement for meals while at trai	06/07/2023	122.54
106692	88 Tactical Omaha LLC	Training Course	05/31/2023	500.00
106693	Accela, Inc.	Accela Civic Platform - Subscription I	05/31/2023	2,788.36
106695	Agate Housing and Services	Handbook of the Streets - 60 copies	05/31/2023	130.00
106696	Anchor Solar Investments, LLC	Solar Leasing	05/31/2023	371.91
106699	Bridging Inc	Appointment & Delivery Fees	05/31/2023	540.00
106701	Como Park Animal Hospital	Comp Medical Exam/Boarding	05/31/2023	2,960.52
106714	Kiesler's Police Supply, Inc.	Use of Force Training/SWAT	05/31/2023	288.00
106717	Language Line Services	Interpretation Services	05/31/2023	653.45
106719	LexisNexis Risk Data Management, In	April 2023 Minimum Commitment	05/31/2023	200.00
106720	Marie Ridgeway LICSW. LLC	Mental Health Services	05/31/2023	560.00
106726	Onsite Apparel, LLC	Police - Tops	05/31/2023	568.25
106727	Public Safety Equipment, LLC	Certification of Radar and Laser Units	05/31/2023	681.00
106730	Ramsey County	Fleet Support Fee	05/31/2023	33,876.81
106742	Verizon	PD Phones	05/31/2023	4,107.25
106762	Circle K Stores Inc.	Car Washes May 2023	06/07/2023	104.00
106763	Como Park Animal Hospital	Medical Exam/Boarding	06/07/2023	1,003.10
106765	Dakota County Technical College	Facility Rental 4/18 and 4/19/23	06/07/2023	2,200.00
106775	Galls, LLC	Sergeant Uniform	06/07/2023	8.99
106800	Mn Sheriffs Association	Body Worn Cameras - Training/Aman	06/07/2023	90.00
106832	Verizon	Phones Apr 27 - May 26	06/07/2023	40.03
Total for Department: 02 Public Safety				89,712.52

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 03 Public Works				
0	Amazon.com- CC	Stainless Steel 316 Screen	06/02/2023	109.47
0	Amazon.com- CC	HDMI Cable, Wireless Mouse	06/08/2023	58.28
0	Certified Laboratories-CC	Cleaner/Masks/Gloves	06/02/2023	236.56
0	Corporate Connection, Inc.	Clothing - N Bakken	06/07/2023	50.00
0	Factory Motor Parts, Co.	Brake Pads	05/31/2023	2,500.20
0	Factory Motor Parts, Co.	Brake Boot/Unit	06/07/2023	654.14
0	Galeton-CC	Work Gloves	06/08/2023	193.71
0	Greenhaven Printing	Business Cards - D Finken	05/31/2023	81.45
0	Home Depot- CC	Mailbox	06/08/2023	155.74
0	Mail Boss-CC	In-ground post/Black	06/02/2023	79.99
0	Mansfield Oil Company of Gainesville,	CONV 87 OCT E-10 Fuel	06/07/2023	12,497.62
0	McMaster-Carr	Straight Blade Connector	05/31/2023	111.65
0	McMaster-Carr	Screws	06/07/2023	24.71
0	Menards-CC	4" Foam Frame	06/02/2023	317.26
0	Menards-CC	Toolbox Set, Mailbox Post Kit	06/08/2023	589.81
0	MN State Colleges-CC	MN Commercial Vehicle ReCertificati	06/02/2023	110.00
0	MTI Distributing, Inc.	Spindle Shaft ASM, Pulley ASM, Bear	06/07/2023	332.88
0	Premium Waters Inc	Monthly Jun	06/07/2023	5.33
0	Snap On-CC	12PC Mini Pick St Set	06/02/2023	170.00
0	Snap On-CC	4 Piece File Set	06/08/2023	229.00
0	Suburban Ace Hardware-CC	Power Equipment parts/Labor	06/02/2023	282.60
0	Suburban Ace Hardware-CC	Mailbox Numbers	06/08/2023	7.51
0	T Mobile-CC	Phones	06/08/2023	2,992.56
0	Verizon-CC	Phones	06/08/2023	226.19
0	Xcel Energy	Xcel Billings June	05/31/2023	16,759.94
0	Zarnoth Brush Works, Inc.	Elgin All Pro Strip Broom	06/07/2023	1,636.00
0	Ziegler Inc	Lockwasher/Nut	06/07/2023	29.88
106700	Cintas Corporation	Clothing	05/31/2023	42.70
106712	Jeff Belzers Roseville Chrysler Dodge .	Wheel - Steel	05/31/2023	707.25
106728	Q3 Contracting, Inc.	Concrete Replacement Curb and Gutte	05/31/2023	480.48
106748	Allstate Peterbilt of South St. Paul	Filters	06/07/2023	184.94
106751	Beehive Industries, LLC	Beehive License Subscription Renewa	06/07/2023	5,000.00
106754	Boyer Ford Trucks, Inc.	Vehicle Maintenance	06/07/2023	2,633.79
106759	CES Imaging	SSP Minimum - Cannon	06/07/2023	40.00
106761	Cintas Corporation	Clothing	06/07/2023	42.70
106770	Diamond Vogel	Beads, M247 80%, Dual Coa	06/07/2023	234.00
106776	Gary Carlson Equipment, Corp.	Sprayer Acid Dripless	06/07/2023	100.64
106777	Grainger Inc	Auto Fuse	06/07/2023	38.69
106784	Jeff Belzers Roseville Chrysler Dodge .	Hose-Heater Return	06/07/2023	294.30
106793	Martin Marietta Materials Inc	Delam/Garden	06/07/2023	2,616.68
106801	MN State Colleges & Universities	Supplemental Specification	06/07/2023	20.00
106810	Precise MRM, LLC	10 MB Flat Data Plan US with NAF	06/07/2023	768.00
106811	Precision Landscape & Tree,Inc	Tree Removal	06/07/2023	672.00
106816	RTVision, Inc.	Annual Support/Maintenance Fee- On	06/07/2023	3,600.00
106836	Zahl Petroleum Maintenance Co	Annual & 3 Year Full Function Test	06/07/2023	819.75
Total for Department: 03 Public Works				58,738.40
Total for Fund:100 General Fund				192,687.05

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 101 General Fund Donations				
Department: 02 Public Safety				
0	Metro Transit-CC	Ride Pass - Outreach	06/02/2023	30.00
0	Speedway-CC	Propane - Homeless Outreach	06/02/2023	27.91
0	Target- CC	Electronics - Outreach	06/02/2023	116.62
Total for Department: 02 Public Safety				174.53
Total for Fund:101 General Fund Donations				174.53

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 103 Contracted Engineering Svcs				
Department: 00 General Function				
0	LINA	Bill Reference 15688-050123, Acct IE	05/31/2023	95.15
Total for Department: 00 General Function				95.15
Department: 03 Public Works				
0	Fusion Learning Partners-CC	CEAM Membership Renewal - Stepha	06/02/2023	100.00
0	T Mobile-CC	Phones	06/08/2023	8.27
106693	Accela, Inc.	Accela Civic Platform - Subscription U	05/31/2023	13,941.76
Total for Department: 03 Public Works				14,050.03
Total for Fund:103 Contracted Engineering Svcs				14,145.18

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 110 Telecommunications				
Department: 00 General Function				
0	LINA	Bill Reference 15688-050123, Acct IE	05/31/2023	98.87
Total for Department: 00 General Function				98.87
Department: 01 General Government				
0	Adobe System-CC	Adobe Stock - 10 Assets/Month	06/08/2023	29.99
0	Pioneer Press-CC	Subscription	06/08/2023	18.00
106742	Verizon	PD Phones	05/31/2023	87.64
Total for Department: 01 General Government				135.63
Total for Fund:110 Telecommunications				234.50

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 200 Recreation Fund				
Department: 00 General Function				
0	LINA	Bill Reference 15688-050123, Acct ID	05/31/2023	446.55
Total for Department: 00 General Function				446.55
Department: 04 Recreation				
0	Aldi-CC	Tapping Time Supplies	06/02/2023	9.96
0	Amazon.com- CC	Planner	06/02/2023	25.70
0	Amazon.com- CC	Animal Supplies	06/08/2023	54.83
0	Austin Beatty	Sand Volleyball Official	06/07/2023	52.00
0	Breanna Burmester	Sand Volleyball Official	06/07/2023	130.00
0	Brueggers Bagels- CC	Bagels	06/02/2023	185.68
0	Caden Barber	Learn to Speedskate Instructor	06/07/2023	72.00
0	Canva-CC	Poster	06/02/2023	13.50
0	Comcast-CC	Sandcastle Business Services	06/02/2023	289.44
0	Company Promo-CC	Clothing	06/02/2023	116.91
0	Corporate Connection, Inc.	Order ID 123752	05/31/2023	49.97
0	Costco-CC	Eggs for Dyeing Event	06/02/2023	13.39
0	Costco-CC	Gloves	06/08/2023	29.97
0	Cub Foods- CC	Tapping Time Supplies	06/02/2023	26.23
0	Dennis De La Torre	Sand Volleyball Official	06/07/2023	156.00
0	DG Minnesota CS 2021, LLC	Solar Billings for April 2023	05/31/2023	921.99
0	Elise Stave	Learn to Speedskate Instructor	06/07/2023	240.00
0	Evoqua Water Technologies-CC	Filter Bags	06/08/2023	115.24
0	Facebook-CC	Facebook Ad	06/02/2023	29.78
0	Faxon Farms-CC	Maple Syrup	06/02/2023	54.00
0	Fikes, Inc.	Restroom Supplies	05/31/2023	353.99
0	Hobby Lobby-CC	Ice Show Supplies	06/08/2023	6.42
0	JoAnn Wilson	Sand Volleyball Official	06/07/2023	52.00
0	John Lambrecht	Sand Volleyball Official	06/07/2023	208.00
0	Juan Felipe Ruiz Duque	Sand Volleyball Official	06/07/2023	156.00
0	Kathie Urbaniak	Sand Volleyball Official	06/07/2023	104.00
0	Keeley Whitcomb	Learn to Speedskate Instructor	06/07/2023	120.00
0	Menards-CC	Casters, tool box, water	06/02/2023	195.84
0	Menards-CC	Compression Cap, Brass Coup	06/08/2023	15.49
0	MIAMA-CC	Spring Workshop Registration	06/08/2023	100.00
0	Misty Nickels	Sand Volleyball Official	06/07/2023	392.00
0	Mood Media-CC	Mood Media Subscription	06/08/2023	179.30
0	MRPA-CC	Race & Equity Spring Workshop	06/08/2023	30.00
0	Natalie Witham	Sand Volleyball Official	06/07/2023	52.00
0	Nitti Sanitation-CC	April Service	06/02/2023	566.34
0	Noodles & Co-CC	Staff Development Meal	06/02/2023	128.75
0	NRPA-CC	Management Book	06/02/2023	98.19
0	PetSmart-CC	Animal Food/Filter	06/02/2023	19.31
0	Prezi.com-CC	Subscription - M. Johnson	06/08/2023	36.00
0	Revolution Dancewear-CC	Dance Costumes	06/02/2023	87.90
0	Shamrock Group-CC	Concessions Soda	06/02/2023	304.06
0	Speedway-CC	Water	06/08/2023	12.98
0	Suburban Ace Hardware-CC	Fuse	06/08/2023	45.74
0	Survey Monkey.com-CC	Subscription Renewal	06/02/2023	372.00
0	Taho Sportswear, Inc.	T-Shirts	06/07/2023	4,033.55
0	Target- CC	Concessions Supplies	06/08/2023	25.09
0	Trader Joe's - CC	Ice Show Flowers	06/08/2023	21.42
0	Vista Print-CC	DYP Postcards	06/08/2023	205.40
0	Voss Lighting	Lighting Operating Supplies	05/31/2023	39.00
0	Weissman's Design-CC	Dance Costume	06/02/2023	524.75
0	When I Work-CC	Small Business Plan - 45 Employees	06/08/2023	90.00
0	Willie McCray	Umpires 5/22 - 5/25	05/31/2023	2,560.00
0	Willie McCray	Umpires 5/30 - 6/4/23	06/07/2023	2,624.00
0	Xcel Energy	Xcel Billings June	05/31/2023	20,333.45
106706	Get Messy LLC	Deposit for 7/10 Classes	05/31/2023	200.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
106713	Peeraphong Moo Kengwichai	Sand Volleyball Official	05/31/2023	156.00
106733	Shamrock Group, Inc.	50LB CO2 Cylinder Rental	05/31/2023	30.07
106738	Summit Fire Protection	Pre-Engineered Semi-Annual Inspectio	05/31/2023	314.50
106740	Twin City Filter Service, Inc.	Filters	05/31/2023	1,039.64
106743	Watson Company	Concessions supplies	05/31/2023	728.98
106746	728 Cadets Marching Band	Rose Parade Marching Band	06/07/2023	200.00
106747	Alexandria Marching Band	Rose Parade Marching Band	06/07/2023	250.00
106752	Bemidji HS Marching Band	Rose Parade Marching Band	06/07/2023	300.00
106753	Ila Black	Refund for Damage Deposit - Banquet	06/07/2023	60.00
106756	Buffalo High School Marching Band	Rose Parade Marching Band	06/07/2023	310.00
106760	Champlin Park HS Marching Band	Rose Parade Marching Band	06/07/2023	200.00
106766	Davis Lock & Safe Inc	Keys	06/07/2023	134.36
106767	Debera Schreyer Owens	Parade Performance	06/07/2023	800.00
106771	Evoqua Water Technologies LLC	Filterbag, 5MIC #2	06/07/2023	115.24
106773	Matt Ferry	Judge Payment, Music - Rose Parade	06/07/2023	230.00
106778	John Greene	Head Judge Payment - Rose Parade	06/07/2023	410.00
106780	Hopkins High School	Rose Parade Marching Band	06/07/2023	200.00
106781	Patrick Hubbard	Sand Volleyball Official	06/07/2023	104.00
106783	Tom Imhoff	Sand Volleyball Official	06/07/2023	104.00
106785	Mary E. Johnson	Shelter Key Deposit Refund	06/07/2023	50.00
106786	Peeraphong Moo Kengwichai	Sand Volleyball Official	06/07/2023	208.00
106788	Jessica Lee	Ensemble Music Classes - Spring 2023	06/07/2023	1,737.00
106789	Lighterside Clowns-Sharla Bengtson	Parade Performance	06/07/2023	250.00
106791	Litchfield H. S. Marching Band	Rose Parade Marching Band	06/07/2023	325.00
106792	Local 49 Training Center	CDL Training & Testing: Micah Gasav	06/07/2023	2,250.00
106794	Jon Matthies	Judge Payment, Tech Fee - Rose Parac	06/07/2023	50.00
106795	Carol McCormick	Rosefest Campfire - Story Telling	06/07/2023	150.00
106799	Miss Minnesota Organization	Parade Performance	06/07/2023	150.00
106804	Pamela Mulheran	Refund for Damage Depost - Banquet	06/07/2023	100.00
106805	Edward Nagel	Learn to Speedskate Instructor	06/07/2023	120.00
106807	Linda Olson	AARP Smart Driver Course Refund	06/07/2023	33.00
106808	Patriots Marching Band	Rose Parade Marching Band	06/07/2023	250.00
106813	Richfield H.S. Marching Band	Rose Parade Marching Band	06/07/2023	175.00
106815	Roseville Figure Skating Club	RFSC Revenue for products sold direc	06/07/2023	383.27
106817	Science Museum of Minnesota	Field Trips Age K-3	06/07/2023	320.00
106821	Leon Sieve	Judge Payment - Rose Parade	06/07/2023	230.00
106822	St. Michael-Albertville Marching Band	Rose Parade Marching Band	06/07/2023	200.00
106824	Tamarack Nature Center	Discovery Hollow 7/20/23	06/07/2023	90.00
106829	Twin Cities Metro Pipe Band-Dana O'C	Parade Performance	06/07/2023	1,000.00
106830	Twin Cities Unicycle Club	Parade Performance	06/07/2023	550.00
106833	Eli Vicari	Learn to Speedskate Instructor	06/07/2023	120.00
106834	Waconia H.S. Marching Band	Rose Parade Marching Band	06/07/2023	325.00
106837	Zuhrah Shrine Horse Patrol	Parade Performance	06/07/2023	1,000.00
Total for Department: 04 Recreation				52,632.62
Total for Fund:200 Recreation Fund				53,079.17

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 204 P & R Contract Maintenance				
Department: 00 General Function				
0	LINA	Bill Reference 15688-050123, Acct IE	05/31/2023	307.18
Total for Department: 00 General Function				307.18
Department: 04 Recreation				
0	Amazon.com- CC	Garden Trowels	06/02/2023	170.85
0	Batteries Plus-CC	Custom Battery Pack	06/02/2023	305.82
0	Davis Lock & Safe-CC	Op Supplies	06/02/2023	65.00
0	Ferguson Enterprises Inc.-CC	SLND Assy 6 VDC w/ Cable	06/08/2023	115.44
0	Frattallones-CC	Hose parts	06/02/2023	169.38
0	Frattallones-CC	Graffiti Remover	06/08/2023	106.88
0	Harbor Freight Tools-CC	Tools/Supplies	06/02/2023	399.27
0	KwikTrip-CC	Fuel	06/08/2023	31.15
0	Menards-CC	Operating Supplies	06/02/2023	344.06
0	Menards-CC	Toilet Repair Parts	06/08/2023	176.82
0	MN Landscape Arboretum-CC	Master Gardener online training	06/02/2023	30.00
0	Nitti Sanitation-CC	April Service	06/02/2023	1,061.95
0	Office Depot- CC	Signs/Tape	06/08/2023	98.04
0	Suburban Ace Hardware-CC	Chain Saw Parts, Pliers, Gloves	06/02/2023	90.96
0	Suburban Ace Hardware-CC	Labor, cord, screw	06/08/2023	265.33
0	SupplyHouse.com-CC	Water Closets	06/02/2023	537.69
0	Target- CC	Microwaves for Shetlers	06/08/2023	214.73
0	Tri State Bobcat-CC	Side Mirror Head	06/08/2023	60.39
0	Voss Lighting-CC	Lights/operating supplies	06/08/2023	309.00
0	Wheeler Hardware-CC	Operating Supplies	06/08/2023	355.16
0	Xcel Energy	Xcel Billings June	05/31/2023	3,951.46
106811	Precision Landscape & Tree,Inc	Tree Removal	06/07/2023	2,226.00
106832	Verizon	Phones Apr 27 - May 26	06/07/2023	390.23
Total for Department: 04 Recreation				11,475.61
Total for Fund:204 P & R Contract Maintenance				11,782.79

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 221 Municipal Jazz Band				
Department: 04 Recreation				
0	Glen Newton	Roseville Big Band Director - May 20.	06/07/2023	250.00
Total for Department: 04 Recreation				250.00
Total for Fund:221 Municipal Jazz Band				250.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 260 Community Development				
Department: 00 General Function				
0	LINA	Bill Reference 15688-050123, Acct IE	05/31/2023	606.62
0	Mn Dept of Labor-CC	Building Surcharge	06/02/2023	5,073.48
106708	Hardscape Construction	Construction Deposit Refund 1685 Ric	05/31/2023	5,000.00
Total for Department: 00 General Function				10,680.10
Department: 02 Public Safety				
0	Amazon.com- CC	Tools/Supplies	06/02/2023	462.18
0	Amazon.com- CC	Office supplies	06/08/2023	23.98
0	Bonchon-CC	Interview Supplies/M meal	06/08/2023	44.13
0	Fleet Farm-CC	Boots	06/08/2023	209.95
0	T Mobile-CC	Inspector Cell Phones	06/02/2023	281.14
0	Tokle Inspections, Inc.	Electrical Inspections May 2023	06/07/2023	8,353.72
106693	Accela, Inc.	Accela Civic Platform - Subscription U	05/31/2023	27,883.51
106832	Verizon	Phones Apr 27 - May 26	06/07/2023	51.87
Total for Department: 02 Public Safety				37,310.48
Department: 10 Community Development				
0	Survey Monkey.com-CC	Advantage Annual Plan	06/08/2023	468.00
106693	Accela, Inc.	Accela Civic Platform - Subscription U	05/31/2023	5,576.70
Total for Department: 10 Community Development				6,044.70
Total for Fund:260 Community Development				54,035.28

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 265 License Center				
Department: 00 General Function				
0	LINA	Bill Reference 15688-050123, Acct IE	05/31/2023	498.48
Total for Department: 00 General Function				498.48
Department: 01 General Government				
0	Alex Frederick	Mileage Reimbursement 5/3 - 5/26/23	06/07/2023	78.60
0	Amazon.com- CC	Toner	06/02/2023	135.96
0	Costco-CC	Office/Cleaning supplies	06/02/2023	69.94
0	Driver License Guide-CC	Driver's Manuals	06/02/2023	175.28
0	Full Slate-CC	Renewal of unlimited appointments fo	06/02/2023	49.95
0	Imaging Spectrum-CC	Passport photo paper and holders	06/02/2023	1,754.01
0	Mary Dracy	Mileage Reimbursement 4/4 - 6/2/23	06/07/2023	365.49
0	McGough Property Management, LLC	Facility Management Service May 202	06/07/2023	458.55
0	SPS Works-CC	Check Stamper	06/08/2023	62.35
0	Stephens-Peck-CC	Peck's Title Book Revision Service	06/08/2023	119.00
0	Steven Bickel	Mileage Reimbursement 4/12 - 5/31-2.	06/07/2023	132.31
0	Tereza Bazac	Mileage Reimbursement through 5/10/	05/31/2023	31.00
0	USPS-CC	Postage	06/02/2023	1,272.80
0	USPS-CC	Postage	06/08/2023	1,107.20
106702	Dell Marketing, L.P.	Replacment for LC803	05/31/2023	1,440.00
106704	Distinctive Window Cleaning Company	Exterior Windows Cleaned - LC	05/31/2023	90.00
106749	BCA	Employee Background Check	06/07/2023	33.25
106758	CenturyLink	Account No: 651 766-4609 291	06/07/2023	48.91
106769	Dell Marketing, L.P.	Computer Equipment	06/07/2023	273.76
106782	Huebsch, Inc.	Floor Mats	06/07/2023	277.05
106820	Shred-N-Go, Inc.	Shredding Services	06/07/2023	131.89
Total for Department: 01 General Government				8,107.30
Total for Fund:265 License Center				8,605.78

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 270 Charitable Gambling				
Department: 00 General Function				
0	LINA	Bill Reference 15688-050123, Acct IE	05/31/2023	3.75
Total for Department: 00 General Function				3.75
Total for Fund:270 Charitable Gambling				3.75

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 282				
Department: 01				
0	Costco-CC	Mount and TV	06/08/2023	783.82
Total for Department: 01				783.82
Department: 02				
0	Apple-CC	iPad Mini	06/08/2023	511.00
0	CLIA-CC	Covid Testing Supplies	06/02/2023	180.00
106694	Advanced First Aid, Inc.	AED Replacements	05/31/2023	14,101.64
Total for Department: 02				14,792.64
Total for Fund:282				15,576.46

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 290 Police Forfeiture Fund				
Department: 00 General Function				
0	LINA	Bill Reference 15688-050123, Acct IE	05/31/2023	3.13
Total for Department: 00 General Function				3.13
Department: 02 Public Safety				
0	Code 4 Laser Works - CC	PD Patch Sign	06/08/2023	900.00
106730	Ramsey County	SWAT Equipment & Training	05/31/2023	5,000.00
106742	Verizon	PD Phones	05/31/2023	50.75
Total for Department: 02 Public Safety				5,950.75
Total for Fund:290 Police Forfeiture Fund				5,953.88

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 295 Police Grants				
Department: 02 Public Safety				
0	Streicher's	Skills Equipment	05/31/2023	414.92
Total for Department: 02 Public Safety				414.92
Total for Fund:295 Police Grants				414.92

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 400 Police Vehicle Revolving				
Department: 02 Public Safety				
0	Applied Concepts, Inc.	Squad parts	05/31/2023	3,250.00
0	Applied Concepts, Inc.	CIP Squads	06/07/2023	3,250.00
0	Emergency Automotive Tech Inc	2023 Dodge Charger Vehicle Build/Sq	05/31/2023	6,921.50
0	Emergency Automotive Tech Inc	Vehicle Build 2023 Dodge Charger Ur	06/07/2023	9,023.36
0	Ronin Tactics-CC	CIP SWAT Equip	06/08/2023	393.75
0	Safariland-CC	SWAT CIP Equip	06/08/2023	460.84
106726	Onsite Apparel, LLC	Crime Scene Team Polos and Jacket	05/31/2023	447.00
Total for Department: 02 Public Safety				23,746.45
Total for Fund:400 Police Vehicle Revolving				23,746.45

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 401 Fire Vehicles Revolving				
Department: 02 Public Safety				
0	Amazon.com- CC	Ram Mounts	06/02/2023	546.21
0	Apple-CC	trackpad	06/02/2023	129.00
0	Rogue Fitness-CC	CIP Gym Equipment	06/08/2023	4,279.49
106757	Cardio Partners, Inc	AED Training Equipment	06/07/2023	2,190.00
Total for Department: 02 Public Safety				7,144.70
Total for Fund:401 Fire Vehicles Revolving				7,144.70

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 403 Public Works Vehicle Revolving				
Department: 03 Public Works				
0	Airgas USA, LLC	CIP Welder Plasma Cutter	06/07/2023	3,661.95
Total for Department: 03 Public Works				3,661.95
Total for Fund:403 Public Works Vehicle Revolving				3,661.95

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 405 Admin Equipment Revolving				
Department: 01				
0	Amazon.com- CC	Chair w Ottoman	06/02/2023	179.99
Total for Department: 01				179.99
Total for Fund:405 Admin Equipment Revolving				179.99

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 409 Central Svcs Equip Revolving				
Department: 01 General Government				
106768	Definitive Technology Solution, Inc.	Copier Lease	06/07/2023	3,158.11
Total for Department: 01 General Government				3,158.11
Total for Fund:409 Central Svcs Equip Revolving				3,158.11

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 410 Building Improvements				
Department: 01 General Government				
0	Marshalls-CC	Quiet Room	06/02/2023	31.74
0	Target- CC	Lactation Room Decor	06/02/2023	146.03
106735	SOS Office Furniture	Office Furniture	05/31/2023	2,729.20
106755	Braun Built Corporation	Build wall in Engineering Dept	06/07/2023	18,000.00
Total for Department: 01 General Government				20,906.97
Total for Fund:410 Building Improvements				20,906.97

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 411 Recreation Improvements				
Department: 04 Recreation				
0	Fra Dor-CC	Dirt/Mulch	06/08/2023	1,892.48
106826	Tree Trust	Tree Removals, Plantings, Treatments	06/07/2023	57,108.59
Total for Department: 04 Recreation				59,001.07
Total for Fund:411 Recreation Improvements				59,001.07

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 417 Boulevard Landscaping				
Department: 03 Public Works				
106806	Oldcastle APG, Inc.	Hardwood Double Shredded	06/07/2023	2,296.21
Total for Department: 03 Public Works				2,296.21
Total for Fund:417 Boulevard Landscaping				2,296.21

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 420 Tree Preservation Fund				
Department: 10 Community Development				
106779	Mary Heppner	Reimbursement for landscape screenin	06/07/2023	647.62
Total for Department: 10 Community Development				647.62
Total for Fund:420 Tree Preservation Fund				647.62

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 600 Sanitary Sewer				
Department: 00 General Function				
0	LINA	Bill Reference 15688-050123, Acct IE	05/31/2023	173.48
0	Metropolitan Council	SAC Charges May 2023	06/07/2023	4,920.30
106711	SYED HUSSAIN	Refund Check 021648-000, 656 SHR'	05/31/2023	38.50
Total for Department: 00 General Function				5,132.28
Department: 05 Sanitary Sewer				
0	Craigslist-CC	supplies	06/02/2023	5.00
0	Ferguson Waterworks #2518	METROTECH 9800 Locator	06/07/2023	1,608.33
0	Frattallones-CC	Trailer Adaptor	06/08/2023	15.02
0	Gopher State One Call	836 Billable Tickets May 2023	06/07/2023	376.20
0	Holiday-CC	Vehicle Wash	06/02/2023	9.00
0	MBENZGRAM-CC	Truck Box	06/02/2023	897.51
0	Radco Online-CC	Seat Covers and Floor Mats	06/08/2023	446.42
0	Suburban Ace Hardware-CC	Spray Paint	06/08/2023	140.96
0	T Mobile-CC	Phones	06/08/2023	915.63
0	Target- CC	Phone Supplies	06/02/2023	42.94
0	Verizon-CC	Phones	06/08/2023	75.02
0	Walgreens-CC	Sunscreen	06/08/2023	43.45
106722	Metro Earthworks Inc	Sewer Repair/Landscape Install	05/31/2023	6,900.00
106751	Beehive Industries, LLC	Beehive License Subscription Renewa	06/07/2023	12,916.00
Total for Department: 05 Sanitary Sewer				24,391.48
Total for Fund:600 Sanitary Sewer				29,523.76

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 610 Water Fund				
Department: 00 General Function				
0	LINA	Bill Reference 15688-050123, Acct IE	05/31/2023	284.06
106703	THOMAS & VICTORIA DEMARCO	Refund Check 024151-000, 2788 VIR	05/31/2023	230.34
106705	ROBERT DURKEE & TERESA HOM	Refund Check 010966-000, 2840 WE	05/31/2023	116.26
106707	WALLACE GREENSTEIN	Refund Check 002899-000, 715 EME	05/31/2023	176.28
106711	SYED HUSSAIN	Refund Check 021648-000, 656 SHR'	05/31/2023	154.13
106715	TODD & KIMBERLY KILLIAN	Refund Check 019411-000, 3077 FAI	05/31/2023	74.98
106716	JACQUELINE KRUEGER	Refund Check 023086-000, 2700 MA	05/31/2023	25.39
106725	MARK NEUMAN	Refund Check 023834-000, 2958 PAT	05/31/2023	176.39
106744	JEREMIAH & DEBORA WOOD	Refund Check 020299-000, 3029 VIC	05/31/2023	5.25
106764	DAVE & JUANITA DAHL	Refund Check 020173-000, 1133 KAI	06/07/2023	190.71
106814	LLOYD ROGERS JR	Refund Check 005993-000, 1717 MII	06/07/2023	279.91
106819	VICTOR SHEPPARD	Refund Check 009990-000, 2052 WE	06/07/2023	57.33
Total for Department: 00 General Function				1,771.03
Department: 06 Water Fund				
0	Amazon.com- CC	Screen Protector	06/02/2023	15.00
0	Ebay Inc-CC	Accidental Purchase	06/08/2023	229.00
0	Ferguson Waterworks #2518	METROTECH 9800 Locator	06/07/2023	1,608.33
0	Gopher State One Call	836 Billable Tickets May 2023	06/07/2023	376.20
0	Menards-CC	Pipe Wrench	06/02/2023	31.10
0	Northern Tool & Equip- CC	Camera Trailer Supplies	06/08/2023	37.96
0	Suburban Ace Hardware-CC	Batteries	06/02/2023	42.98
0	Suburban Ace Hardware-CC	Fasteners/Bolts	06/08/2023	13.66
0	T Mobile-CC	Phones	06/08/2023	1,643.58
0	Verizon-CC	Phones	06/08/2023	716.20
0	Walmart-CC	Shop Files	06/08/2023	23.58
0	Xcel Energy	Xcel Billings June	05/31/2023	6,183.32
0	Yale Mechanical	Pump Station CU Replacement	05/31/2023	12,100.00
106710	Holcim-MWR, Inc.	CS Road Base CL5	05/31/2023	3,360.05
106728	Q3 Contracting, Inc.	Concrete Replacement Curb and Gutte	05/31/2023	4,375.62
106739	T Mobile	Phones/Acct #967323231	05/31/2023	35.82
106751	Beehive Industries, LLC	Beehive License Subscription Renewa	06/07/2023	12,917.00
106769	Dell Marketing, L.P.	Computer Equipment	06/07/2023	2,878.15
106774	Fra-Dor Inc.	Clean Concrete	06/07/2023	210.00
106793	Martin Marietta Materials Inc	Waterbreaks	06/07/2023	4,673.96
106797	Mid America Meter, Inc.	Shop Supplies/Labor/Meter	06/07/2023	2,009.57
106809	Plaisted Companies, Inc	Disposal Waterbreak Material	06/07/2023	3,870.00
106812	Q3 Contracting, Inc.	Concrete Replacement Curb	06/07/2023	4,185.41
106818	Shaw Trucking, Inc.	Waterbreak Spoils	06/07/2023	29,835.00
106831	Valley Rich Co., Inc.	Labor and Machines	06/07/2023	11,937.00
106832	Verizon	Phones Apr 27 - May 26	06/07/2023	280.33
106835	Water Conservation Service, Inc.	Leak Locates	06/07/2023	1,130.14
Total for Department: 06 Water Fund				104,718.96
Total for Fund:610 Water Fund				106,489.99

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 620 Golf Course				
Department: 00 General Function				
0	LINA	Bill Reference 15688-050123, Acct IE	05/31/2023	210.37
0	Xcel Energy	Xcel Billings June	05/31/2023	-60.37
Total for Department: 00 General Function				150.00
Department: 07 Golf Course				
0	Amazon.com- CC	Operating Supplies	06/08/2023	41.84
0	ECR Software-CC	ECR Software Monthly Charge	06/02/2023	140.21
0	Frattallones-CC	Snap Springs	06/02/2023	33.44
0	Home Depot- CC	Sander Pad Replacement	06/08/2023	16.07
0	Menards-CC	Tape, Rake, PVC	06/08/2023	423.99
0	MIDC Enterprises- CC	PVC Pipe	06/08/2023	156.50
0	Nitti Sanitation-CC	April Service	06/02/2023	457.76
0	Office Depot- CC	Dry-erase board/markers	06/02/2023	70.98
0	Sam's Club-CC	Sam's Club Membership Renewal	06/02/2023	95.00
0	Suburban Ace Hardware-CC	Spray Paint	06/08/2023	48.26
0	Uline-CC	Gloves, Rainsuits	06/08/2023	1,300.57
0	Xcel Energy	Xcel Billings June	05/31/2023	938.54
106724	Minnesota Golf Association, Inc.	2023 Annual Member Facility Dues	05/31/2023	90.00
106774	Fra-Dor Inc.	Black Dirt	06/07/2023	39.50
106792	Local 49 Training Center	CDL Training & Testing: Micah Gasav	06/07/2023	750.00
106798	MIDC Enterprises	Operating Supplies	06/07/2023	86.99
106825	Tio's Food and Beverage	Concessions Sold May 25 - June 4, 20.	06/07/2023	561.90
106828	Twin Cities Flag Source, Inc	Flags	06/07/2023	427.00
Total for Department: 07 Golf Course				5,678.55
Total for Fund:620 Golf Course				5,828.55

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 640 Storm Drainage				
Department: 00 General Function				
0	LINA	Bill Reference 15688-050123, Acct IE	05/31/2023	178.65
Total for Department: 00 General Function				178.65
Department: 08 Storm Water				
0	Amazon.com- CC	Yard Sign Stakes	06/08/2023	134.21
0	Certified Laboratories-CC	Cleaner/Masks/Gloves	06/02/2023	236.57
0	Clean Flo-CC	Filters	06/02/2023	157.94
0	Dicks Valley Service-CC	Equipment Transportation	06/08/2023	300.00
0	Ferguson Waterworks #2518	METROTECH 9800 Locator	06/07/2023	1,608.34
0	Gopher State One Call	836 Billable Tickets May 2023	06/07/2023	376.20
0	Menards-CC	Walsh Pond Valve	06/08/2023	89.09
0	T Mobile-CC	Phones	06/08/2023	1,277.03
0	T. A. Schifsky & Sons, Inc.	Yard Purchases from 5/14 to 5/20/23	06/07/2023	304.92
0	Target- CC	Vacuum/Air fresheners	06/02/2023	209.85
0	Verizon-CC	Phones	06/08/2023	56.63
0	Xcel Energy	Xcel Billings June	05/31/2023	1,890.31
106729	Railroad Management Co. III, LLC	License Fees	05/31/2023	344.67
106751	Beehive Industries, LLC	Beehive License Subscription Renewa	06/07/2023	12,917.00
106809	Plaisted Companies, Inc	Spring Sweepings	06/07/2023	3,430.00
Total for Department: 08 Storm Water				23,332.76
Total for Fund:640 Storm Drainage				23,511.41

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 650 Solid Waste Recycle				
Department: 00 General Function				
0	LINA	Bill Reference 15688-050123, Acct IE	05/31/2023	20.31
Total for Department: 00 General Function				20.31
Department: 09 Recycle				
0	Amazon.com- CC	Paper	06/08/2023	34.38
0	Clearstream Recyling-CC	Recycling Bags	06/08/2023	89.19
0	Eureka Recycling	Monthly Recycling Charge	06/07/2023	70,726.20
0	The Retrofit Companies Inc	Clean Up Day Services	06/07/2023	1,502.54
106734	Shred-N-Go, Inc.	Shredding Services - Community Shre	05/31/2023	3,900.00
106790	Lightning Disposal, Inc.	Cust No: 8081	06/07/2023	836.95
Total for Department: 09 Recycle				77,089.26
Total for Fund:650 Solid Waste Recycle				77,109.57

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 700 Workers Compensation				
Department: 00 General Function				
0	SFM Risk Solutions	Administrative and Claims Charges	06/07/2023	1,230.00
Total for Department: 00 General Function				1,230.00
Total for Fund:700 Workers Compensation				1,230.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 710 Risk Management				
Department: 00 General Function				
0	Delta Dental Plan of Minnesota/DDMN	Dental Insurance Premium for May 20	06/07/2023	6,211.06
106745	YogaMar, LLC	May 11 & 25, 2023 Yoga Class	05/31/2023	300.00
106787	League of MN Cities Ins Trust P&C	Claim# LMC CA 000000274067	06/07/2023	1,584.16
Total for Department: 00 General Function				8,095.22
Total for Fund:710 Risk Management				8,095.22

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 723 HRA Operating Fund				
Department: 00 General Function				
0	Center for Energy and Environment	RSVL Economic Development Author	06/07/2023	80,000.00
Total for Department: 00 General Function				80,000.00
Total for Fund:723 HRA Operating Fund				80,000.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 725 EDA Operating Fund				
Department: 00				
0	Amazon.com- CC	Sandwich Board Sign	06/02/2023	75.15
0	Center for Energy and Environment	RSVL Economic Development Author	06/07/2023	2,000.00
0	Golden Shovel Agency	Economic Gateway & GateKeeper Ser	06/07/2023	1,050.00
0	LINA	Bill Reference 15688-050123, Acct IE	05/31/2023	53.44
0	North Suburban Access Corp.	Business Council Meeting 5/24	06/07/2023	200.00
0	Panera Bread-CC	Bagels/Coffee	06/08/2023	185.48
Total for Department: 00				3,564.07
Total for Fund:725 EDA Operating Fund				3,564.07

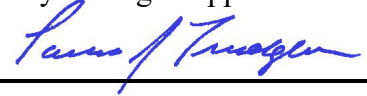
Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 727 SE Roseville				
Department: 00 General Function				
106736	St. Paul Area Chamber of Commerce	Rice & Larpenteur - April Services 20	05/31/2023	10,416.67
106823	St. Paul Area Chamber of Commerce	Rice and Larpenteur May Services 202	06/07/2023	10,416.67
Total for Department: 00 General Function				20,833.34
Total for Fund:727 SE Roseville				20,833.34

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: June 20, 2023
Item No.: 10.b

Department Approval

City Manager Approval



Item Description: Approval of 1 Temporary Gambling Permit

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 applications are submitted for consideration:

Temporary Gambling Permit

Roseville American Legion Auxiliary 542
700 W County Road C
Roseville, MN 55113

Roseville American Legion Auxiliary 542 is a veterans group which is holding a raffle at Rosetown American Legion, 700 W County Road C on July 4, 2023.

POLICY OBJECTIVE

Required by City Code

BUDGET IMPLICATIONS

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

RACIAL EQUITY IMPACT SUMMARY

NA

STAFF RECOMMENDATION

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

REQUESTED COUNCIL ACTION

Motion to approve the Temporary Gambling Permit for Roseville American Legion Auxiliary 542.

Prepared by: Katie Bruno, Deputy City Clerk

Attachments: A: Application, Roseville American Legion Auxiliary 542

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

4/23

Page 1 of 4

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 raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Rosetown American Legion Auxiliary 542

Previous Gambling Permit Number: X-94955-22-002

Minnesota Tax ID Number, if any: 416054769

Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 700 W County Road C

City: Roseville State: MN Zip: 55113 County: Ramsey

Name of Chief Executive Officer (CEO): Carole Caswell

CEO Daytime Phone: 651-631-2772

CEO Email: -

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): Gwen Holets. Treasurer email to: gwenholets@gmail.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☒ Veterans ☐ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

☐ **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 toll free at 1-877-829-5500.

☒ **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:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. 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): Rosetown American Legion

Physical Address (do not use P.O. box): 700 W County Road C

Check one:

☒ City: Roseville Zip: 55113 County: Ramsey

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): July 4, 2023

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

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**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: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

**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 Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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: Carole Caswell Date: June 5 2023
(Signature must be CEO's signature; designee may not sign)

Print Name: Carole Caswell**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.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

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 Depart-

ment 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.

MAIL APPLICATION AND ATTACHMENTS**Mail application with:**

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

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

Questions?

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

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: June 20, 2023

Item No.: 10.c

Department Approval

Michelle Litrick

City Manager Approval

Sam J. Trueman

Item Description: Approve General Purchases Exceeding \$10,000 or Sale of Surplus Items

BACKGROUND

City Code section 103.05 establishes the requirement that all general purchases or contracts in excess of \$10,000 be separately approved by the City Council, independent of the budget process or other statutory purchasing requirements. In addition, State Statutes generally require the Council to authorize the sale of surplus vehicles and equipment. *Attachment A-1* includes a list of items submitted for Council review and approval.

Staff will note that unless noted otherwise, all items contained in this report were previously identified and included in the adopted budget or Capital Improvement Plan (CIP) submitted for Council review during the most recent budget cycle. This information package included a CIP Project/Initiative summary which identified the type of purchase, estimated cost, funding source, and other supporting narrative. Where applicable, these project/initiative summaries are included with *Attachment A-2*.

POLICY OBJECTIVE

Required under City Code 103.05.

BUDGET IMPLICATIONS

Funding for all items is provided for in the current budget or through pre-funded capital replacement funds.

RACIAL EQUITY IMPACT SUMMARY

N/A

STAFF RECOMMENDATION

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

REQUESTED COUNCIL ACTION

Motion to approve the submitted purchases or contracts for services and where applicable; the sale/trade-in of surplus items.

Prepared by: Joshua Kent, Assistant Finance Director

Attachments: A1: Over \$10,000 Items for Purchase or Sale/Trade-in

A2: CIP Project/Initiative summary (if applicable)

General Purchases or Contracts

Division	Vendor	Description	Key	Budget Amount	P.O. Amount	Budget / CIP
Parks & Recreation (Skating Center)	Total Mechanical Services, Inc	Dehumidifier Compressor and Install	(a)	\$ 1,845,157	\$ 14,500	2023 Budget

Key

- (a) Recently the de-humidification system in the Roseville Arena failed unexpectedly. The Parks Department contacted multiple vendors and received a quote from Total Mechanical Services to replace the compressor for an estimated \$14,500. The plan is to absorb the cost in the Parks Department operating budget. The work includes the following services; recover and recycle burnt refrigerant, remove and recycle shorted compressor, install new Copland reciprocating compressor, install refrigeration isolation valves for suction and discharge lines, install liquid line and suction line filter housings and acid core filters, install acid neutralizer kit, install refrigerant accumulator, install new refrigerant, start and test new compressor, and return after 24 hours to replace acid core refrigerant filters.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: June 20, 2023
Item No.: 10.d

Department Approval



City Manager Approval



Item Description: Authorize Professional Services Agreement with Davey Resource Group, Inc for Tree Inventory

BACKGROUND

In March 2022, the City entered into an agreement with Tree Trust to implement the Accelerated Emerald Ash Borer Program, an aggressive program that calls for the City to proactively address the threat posed by Emerald Ash Borer (EAB) by 2025. Specifically, the plan calls for a combination of ash tree removal, replacement planting of diverse species, and ongoing treatment of select ash trees. As was discussed at the May 15, 2023 City Council Meeting, the program is coming along well and is slightly ahead of schedule.

Prior to the discovery of EAB in Roseville, more than 21% of Roseville's public trees were ash. The EAB infestation has, and will continue to, greatly transform Roseville's urban forest. As we near the half-way point of the program, staff have begun to turn their attention to developing a post-EAB forestry approach.

The first step in that process is updating the City's tree inventory. A public tree inventory is a hand count of all of the City's public trees including their species, size and condition. Additionally, a survey can identify prospective future planting locations on public property. This information can be used to identify possible weak spots in the city's urban tree canopy, including preparedness for future pests such as the Asian Longhorned Beetle, and for the development of a plan to address these deficiencies. Additionally, survey data can be overlaid with demographic data to identify and redress possible equity impacts. If desired, this data can be utilized to develop a ten or twenty year forestry plan.

The City's last public tree inventory occurred in 2011. This was an important step for the City, and one that led to our current Street Tree Master Plan and the development of the City's approach to EAB mitigation. However, as we have worked through the Accelerated EAB program, we have found some of the data to be incorrect or outdated. Best-practices for urban forest management recommend updating a community's tree inventory every ten years to ensure the data is accurate and contains up-to-date condition ratings.

In 2022, the City was awarded a \$125,000 Minnesota Department of Natural Resources (MN DNR) Preparing for Emerald Ash Borer Grant for ash tree removal (\$75,000) and an update to the City's public tree inventory (\$50,000). In March of 2023, a Request for Proposal was issued to solicit proposals for a vendor to conduct a tree inventory for the City. Two proposals were received. The lowest cost and highest scoring proposal was submitted by Davey Resource Group for \$58,940. Review of the proposal and a clarifying interview has shown that the proposal meets the City's

31 requirements and a draft agreement has been reached (attachment A).

32 Work on the survey would be planned to commence soon after authorization and would likely take ten

33 to twelve weeks to complete.

34 As the EAB program concludes over the next couple of years, the data will be updated in real-time to

35 ensure an up-to-date data set at the conclusion of the Accelerated EAB Program.

36 **POLICY OBJECTIVE**

37 To strategically manage Roseville’s urban forest and utilize grant funding to maximize the impact or

38 City dollars.

39 **BUDGET IMPLICATIONS**

40 The total cost of the tree survey is up to \$58,940. \$50,000 would be paid for using an MN DNR

41 Preparing for Emerald Ash Borer Grant, the remaining \$8,940 would be paid for using funds budgeted

42 for forestry in the 2023 Park Improvement Program.

43 **RACIAL EQUITY IMPACT SUMMARY**

44 Research shows that nationwide many neighborhoods of color have significantly less tree cover than

45 more white neighborhoods. Met Council data shows that these trends occur on a regional level as

46 well.

47 An updated public tree inventory would provide the City with a greater opportunity to understand if

48 this problem exists within Roseville by overlaying the up-to-date tree data with demographic tools

49 that the City now has such as MySidewalk and GIS, and to develop a long-term strategy to address

50 any forestry disparities that are identified.

51 Roseville’s ongoing commitment to its public urban forest, including the Accelerated Emerald Ash

52 Borer program, reflects the city’s commitment to ensuring that all residents, regardless of race or

53 economic means, experience the benefits of a robust urban forest including climate resilience, health

54 benefits, emotional benefits and more.

55 **STAFF RECOMMENDATION**

56 Authorize the Mayor and City Manager to execute agreement with Davey Resource Group to conduct

57 a tree survey as outlined above (attachment A).

58 **REQUESTED COUNCIL ACTION**

59 Authorize the Mayor and City Manager to execute agreement with Davey Resource Group to conduct

60 a tree survey as outlined above (attachment A).

61

Prepared by: Matthew Johnson, Parks and Recreation Director
Jim Taylor, Parks Superintendent

Attachments: A: Professional Services Agreement Between the City of Roseville and Davey Resource Group, Inc
(Including Proposal)

CITY OF ROSEVILLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made on the 20 day of June, 2023, between the City of Roseville, a Minnesota municipal corporation (the “City”), and Davey Resource Group, Inc., a Delaware corporation (the “Contractor”, each a “Party” and together the “Parties”).

1. Scope of Work. The Contractor agrees to provide the professional services described in **Exhibit A** (“Work”) which is attached to this Agreement and incorporated by this reference. All Work provided by Contractor under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.

2. Term and Termination. The term of this Agreement will commence upon execution. Unless extended by written agreement of the Parties, this Agreement will terminate no later than December 31, 2023, or upon completion of the Work, whichever occurs first. This Agreement may be terminated earlier by either Party with or without cause, by delivering, a written notice at least thirty (30) days prior to the date of such termination to the other Party. The date of termination shall be stated in the notice. Upon termination the Contractor shall be paid for services rendered and eligible reimbursable expenses incurred by the Contractor through and until the date of termination. If the City terminates this Agreement for cause, the notice shall so-state, and no further payment shall be due to the Contractor following the delivery of the termination notice.

3. Compensation for Work. The City agrees to compensate Contractor the in accordance with **Exhibit B** attached hereto for the Work. Any changes in the Work which may result in an increase to the compensation due the Contractor shall require prior written approval of the City.

4. Method of Payment. Following the conclusion of each calendar month, Contractor must submit an itemized invoice detailing the number of units completed and actual expenses incurred for Work performed under this Agreement during the previous month. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:

- a. For compensation based on the number of units completed. For reimbursable expenses an itemized listing including, as applicable, receipts for such expenses.
- b. Upon request of the City, Contractor must also provide the City’s project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement.
- c. A statement dated and signed by the Contractor: “I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid.”

5. Representatives and Notices: The below-named individuals will act as the representatives of the Parties with respect to the work to be performed under this Agreement. Any termination

notice issued under this Agreement shall be either hand delivered or sent by U.S. Mail to the below-named individuals:

To City:

City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
Attn: [NAME, TITLE]

To Contractor:

Attn: _____

6. Assignment or Subcontracting. The Contractor shall not assign or enter into subcontracts for services provided under this Agreement without the written consent of the City. If subcontracts are approved and entered into, the Contractor shall promptly pay any subcontractor involved in the performance of this Agreement as required by, and the Contractor shall otherwise comply with, the State Prompt Payment Act.

7. Independent Contractor. All Work provided pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of Contractor, or any other person engaged by Contractor in the performance of the Work pursuant to this Agreement, shall not be considered employees of the City. Contractor, its employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the City's employees, except as otherwise stated herein.

8. Annual Review. Following the anniversary date of each year of this Agreement, the City shall have the right to conduct a review of the performance of the Work performed by the Contractor under this Agreement. The Contractor agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the Parties shall, if requested by the City, meet and discuss the performance of the Contractor relative to the remaining Work to be performed by the Contractor under this Agreement.

9. Compliance with Laws and Regulations. The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work.

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

11. Data Practices Act Compliance. Contractor acknowledges that all data provided, produced, or obtained under this Agreement shall be protected, maintained, and administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the “Act”), and that with regard to such data Contractor must comply with the Act as if it were a government entity. Contractor will immediately report to the City any requests from third Parties for information relating to this Agreement.

12. Audit Disclosure. Under Minn. Stat. § 16C.05, subd. 5, Contractor’s books, records, documents, and accounting procedures and practices relevant to this Agreement, including books and records of any approved subcontractors, are subject to examination by the City and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years after the termination of this Agreement.

13. Indemnification. For claims occurring for a period of one year following the completion of Work, the Contractor agrees to defend, indemnify and hold the City, and its mayor, councilmembers, officers, agents, employees, and representatives harmless from and against all liability, claims, damages, costs, judgments, losses and expenses, including but not limited to reasonable attorney’s fees, to the extent caused by any negligent or wrongful act or omission of the Contractor, its officers, agents, employees, contractors and/or subcontractors, during the performance or failure to perform the Work. Nothing herein shall be construed as a limitation on or waiver of any immunities or limitations on liability available to the City under Minnesota Statutes, Chapter 466, or other law. Notwithstanding anything to the contrary in this Agreement, Contractor’s indemnity, defense, and hold harmless obligations will not extend to any claim or liability that be caused by the negligence or willful misconduct of the indemnified party or other third party not controlled by Contractor.

14. Insurance. Prior to starting the Work and during the full term of this Agreement, the Contractor shall procure and maintain insurance, at Contractor's expense, as follows:

- a. Workers Compensation insurance in accordance with Minnesota law;
- b. Professional Liability Insurance covering any damages caused by an error, omission or any negligent act;
- c. [automobile insurance for owned, hired and non-owned vehicles];
- d. Coverage shall be sufficiently broad to cover to all duties and obligations undertaken by Contractor in this Agreement including duties related to indemnification;
- e. Insurance must be on an “occurrence” basis, and, other than Workers Compensation, the limits of such policies must be \$1,000,000 per occurrence and \$1,500,000 aggregate.

- f. Policies must be held by insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless otherwise agreed to by the City in writing.
- g. Contractor must provide a copy of: (i) a certification of insurance satisfactory to the City, and (ii) if requested, the Contractor's endorsements, as applicable, which evidences the compliance with this Paragraph, must be filed with the City prior to the start of Contractor's Work. Such documents evidencing insurance shall be in a form acceptable to the City and shall provide satisfactory evidence that the Contractor has complied with all insurance requirements.

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

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

17. Waiver. Any waiver by either Party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either Parties' ability to enforce a subsequent breach.

18. Governing Law. This Agreement shall be controlled by the laws of the State of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the Parties waive any objections to jurisdiction.

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

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

21. Entire Agreement. Unless stated otherwise in this, the entire agreement of the Parties is contained in this Agreement. This Agreement supersedes all prior oral agreements and negotiations between the Parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the Parties, unless otherwise provided herein.

22. Force Majeure. Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable or responsible to the City, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, if Contractor's failure or delay is caused by or results from any of the following events: acts of God, flood, fire, earthquake, hurricane, epidemic, explosion, war, invasion, hostilities, terrorist threats or acts, riot, government order or law, embargoes, blockades, or other similar events beyond the reasonable control of Contractor.

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

CITY OF ROSEVILLE

DAVEY RESOURCE GROUP,
INC.

By: _____
Mayor

By: _____
Its: _____

By: _____
City Manager

By: _____
Its: _____

EXHIBIT A

WORK

The Contractor shall perform work as outlined in Exhibit C, City of Roseville-Street, Park and Public Property Tree Assessment Services Proposal.

EXHIBIT B
COMPENSATION

** Must include list of reimbursable expenses or statement that no expenses are eligible for reimbursement.

- The City of Roseville will compensate Contractor a per unit cost of \$3.90 per tree and \$3.90 per site.
- The total cost may not exceed the proposal fee of \$58,940 without prior written authorization from the City.
- This agreement does not include any reimbursable expenses.

EXHIBIT C

PROPOSAL

City of Roseville-Street, Park, and Public Property Street Tree Assessment Services Proposal:
April 7, 2023



City of Roseville-Street, Park, and Public Property Tree Assessment Services

Prepared For:

City of Roseville

2660 Civic Center Drive
Roseville MN 55113

Prepared By:

Gail Nozal

Area Manager

Davey Resource Group, Inc.
1196 7th Street East
Saint Paul, MN 55106
Cell: 651-442-7153
E-mail: gail.nozal@davey.com

April 7, 2023

Street, Park, and Public Property Tree Assessment Services



Introduction

Trees are part of everyday life in the City of Roseville. The City's urban forest creates a sense of place and supplies real benefits to those who live in Roseville. Trees along streets, in parks, around playgrounds, and in backyards provide shade and beauty and enhance the quality of life in Roseville by bringing natural elements and wildlife habitats into urban settings. Trees also moderate temperatures, reduce air pollution and energy use, improve water quality, and promote human health and well-being.

Davey Resource Group, Inc. "DRG" understands the benefits trees bring to your community. We also realize the challenges that come with managing public trees.

About Davey Resource Group, Inc.

For over 29 years, DRG has inventoried trees throughout the United States. We know that the data collected during a tree inventory is critical to helping you manage your urban forest proactively and better mitigate tree-related risk. Since you rely on the inventory data to make important decisions, DRG uses only qualified, experienced staff who are knowledgeable of both industry standards and the municipal work environment.



Trees bring natural elements and wildlife habitats into urban settings and they also moderate temperatures, reduce air pollution and energy use, and improve water quality.

Urban Forest Experts

We are pleased to introduce DRG and our team of urban forest experts to the city and present our qualifications for providing tree inventory services. DRG's team will provide you with solutions you can count on for building and maintaining tree canopy in a manner that not only enhances community aesthetics and public safety but also improves the community's environmental and social well-being through trees.

Our team consists of International Society of Arboriculture (ISA) Certified Arborists, urban and traditional foresters, urban planners, Geographic Information Systems (GIS) and Information Technology (IT) specialists, and ecological scientists. We have experience working with a wide variety of clients, including municipalities, parks, commercial complexes, and utilities, and have the knowledge, certifications, and training required to complete Roseville's project on time and budget while exceeding the city's expectations.

We understand that the information in a tree inventory database and helps you to complete your daily work more efficiently and allows you to:

- Respond to inquiries and requests about trees
- Quickly find trees when you need to schedule work
- Keep maintenance records up to date
- Make data-driven decisions; be accountable for actions and justify decisions
- Showcase the benefits of your urban forest
- Follow public record or Roseville's statutes and laws

Natural Resource Management

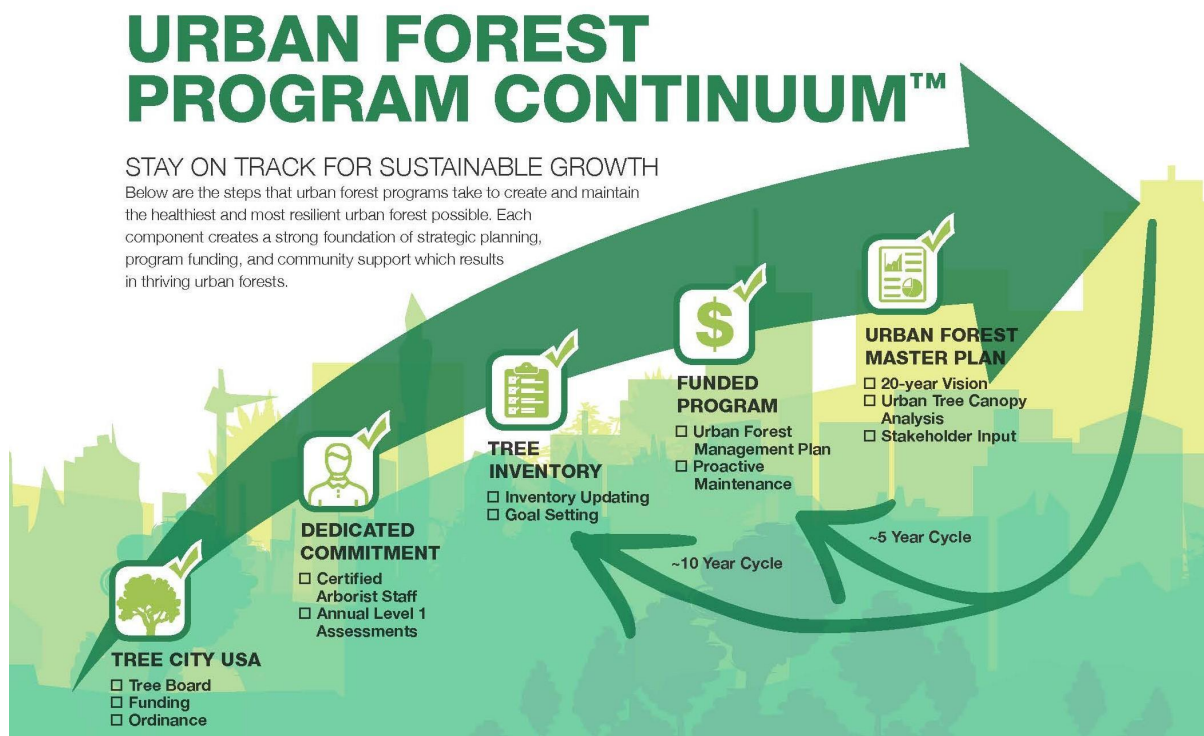
DRG's Environmental Consulting team is your committed partner for natural resource planning and management. With 22 local offices and a national footprint, we offer a wide and growing variety of consulting services (in addition to urban forestry) including wetlands and stream studies, environmental design and ecosystem restoration, stormwater management and compliance, and invasive species management.

We understand the complex ecosystems, resource challenges, and regulatory concerns that impact the success of any environmental project. No matter the location—dense city core or a remote rural site—we leverage our creativity and expertise to deliver reliable, turn-key environmental consulting services. We combine the latest technologies with time-tested techniques to provide high-quality results in a timely and professional manner.

A Trusted Partner and Supporter of Arboriculture

Davey is a trusted partner of the United States Department of Agriculture (USDA) Forest Service and the Arbor Day Foundation, and a long-time supporter of the ISA and its local chapters. Davey is a founding partner with the USDA Forest Service of the i-Tree software.

Davey staff helped to develop and revise the American National Standards Institute (ANSI) standards for arboriculture, including tree risk assessment, and drafted some of ISA's best management practices. Davey also works with the Tree Care Industry Association (TCIA), as safety is priority one for the Davey Company. Recently, DRG created the Urban Forest Program Continuum to help our clients gauge and grow their tree management programs.



Davey Resource Group has proven solutions to help the City of Roseville launch its program forward along the Urban Forest Continuum.

DRG's Focused Urban Forestry Services



TREE INVENTORY

Whether inventorying one tree or hundreds of thousands of trees, DRG tailors each inventory to meet your specific program needs and project budget.

TREEKEEPER® SOFTWARE

Developed, maintained, and supported by DRG's in-house IT professionals, TreeKeeper® is easy-to-use, web-based software used to manage, share, and update inventory data.



URBAN FOREST PLANNING

Whether City of Roseville needs help managing the city's trees daily or reaching overarching goals for the urban forest, our team has the experience, tools, and ability to help Roseville achieve both its short- and long-term goals. DRG develops management and master plans as well as storm preparedness, tree protection, woodlot, and invasive species management plans.



GIS

With GIS specialists in-house, we can map the city's urban tree grow out, analyze the spatial distribution of available planting space, and predict the impact of threats to the tree canopy.

STAFFING

If the City of Roseville does not have an urban forester or needs help with program management or projects, DRG's experienced ISA Certified Arborists work on-call, perform project work, or work as part-time or full-time contract staff.

TREE BENEFITS

As a developer of i-Tree, DRG knows how to use i-Tree Tools to highlight the benefits of your trees.



Scope of Work

This project is an integral part of Roseville's comprehensive tree care program. The results of this project will help Roseville better understand the composition, structure, and maintenance needs of its urban forest, allocate resources, develop risk management strategies, and promote the ecosystem benefits the City's trees provide to the local community.

The proposed project has the following key components:

1. **Tree Inventory.** The project is a GIS-based inventory of maintained trees, planting sites, and stumps found along public rights-of-way (ROW) and in public parks and properties. The inventory consists of DRG's urban foresters locating approximately 15,096 sites and recording the specified information about each site in the inventory database. DRG bases our tree inventory on the *ANSI A300 Part 9* standards.

Project Approach

The following sections describe DRG's overall approach, or methodology, for accomplishing the City's scope of work. This section includes a plan of work for the tree inventory. To illustrate the strength and experience of the DRG team, a few representative staff resumes, project examples, and references are in Appendices A and B, respectively.

Dedicated to Safety

Safety is the number one priority of DRG. To ensure the safety of DRG's workers and those traveling nearby, DRG uses the following Personal Protective Equipment (PPE): ball caps (hard hats where required), high-visibility safety vests, safety glasses, and over-the-ankle boots. All employees adhere to company COVID policies as well as local and state guidelines.



Davey has provided Proven Solutions for a Growing World since 1880 and has been employee owned for 43 years.

Tree Inventory Work Plan

To ensure that the tree inventory meets the City's goals and deadlines, DRG uses the following work plan.

Step 1. Communication

From project beginning to end, DRG staff keep open lines of communication with the City of Roseville via telephone, e-mail, and, as needed, in-person meetings. DRG answers any questions Roseville has as well as keeps the City apprised of the project's progress.

Step 2. Contract Phase

Once awarded the project, DRG executes a contract and supplies insurance per project specifications.

Step 3. Data Mining and Hardware Programming

The next step in the inventory process is to obtain the GIS data and imagery needed to set up the field computers used for data collection. DRG's urban foresters typically work with the City's GIS or planning department to complete this step. If necessary, we can get imagery from other public sources. DRG uses the data fields defined in this proposal and the imagery, maps, and data files obtained from the City and various sources to program the data collection software and field computers. At this time, we may contact you by phone to confirm the data attributes.

Step 4. Kick-Off Meeting

DRG staff will contact the City after contract execution to schedule a kick-off meeting. During the kick-off meeting, Roseville's staff and the DRG project team discuss inventory safety and communication procedures and confirm project expectations and milestones. If possible, DRG's urban foresters assess a few trees with City staff to ensure consistent assessment results.

Step 5. Data Collection

DRG typically begins data collection after the kick-off meeting. Our experienced, qualified urban foresters locate trees, planting sites, and stumps along maintained street ROWs and in public parks and properties, evaluate those trees and record the data specified by the City. The collected data, once finalized, are Roseville's tree inventory database.



Accessing Inventory Data

DRG supplies access to the tree inventory data during data collection. To access tree records, utilize TreeKeeper® to view and field check data and even to route and plan for tree work.

Location Accuracy

DRG uses field computers and equipment that meet or exceed this project's location accuracy requirements. Having worked on thousands of tree inventory projects, DRG has found that using a combination of GIS and a customized data collection program provides the most exact data and the most efficient means for inventorying trees. DRG uses our in-house designed GIS software tool in conjunction with ruggedized computers with a GPS receiver to collect inventory data. Under favorable conditions, the equipment allows for sub-meter location accuracy of point data.

Individual Tree Inspection Process

During data collection, DRG's urban foresters walk by each tree and inspect the tree from the ground. Based on the conditions at the time of the inspection, DRG's staff identify the tree's species and its location, measure tree diameter, and rate its health. DRG's urban foresters also assess tree risk and suggest the specific maintenance involved in mitigating that risk as well as collecting all other information at this time. When data collection for an individual tree is complete, DRG's urban foresters walk to the next tree and follow the same steps, in the same order, to ensure consistent data collection.

DRG formally routes the collection of inventory data to ensure that staff collect all the sites in the project area in a systematic manner. Throughout the inventory process, DRG maps the streets, parks, and properties inventoried and shares that information with the City. DRG also informs the City of Roseville where staff intend to collect data next. DRG's urban foresters collect data Monday through Friday and often on weekends with our clients' permission.

Data Fields

For Roseville's inventory, DRG will collect the following data fields specified in the City's Request for Proposal (RFP) as defined in Appendix C of this proposal:

- | | |
|---|------------------------|
| 1. Address (street address and X and Y coordinates) | 9. Overhead utilities |
| 2. Species | 10. Date of inventory |
| 3. Tree size | 11. Multi-stem tree |
| 4. Condition | 12. Further inspection |
| 5. Defects | |
| 6. Maintenance needs | |
| 7. Plant | |
| 8. Tree risk assessment and rating | |

The data fields listed above give Roseville ample information to manage their trees, planting sites, and stumps proactively. However, if Roseville has specific needs that the above data fields do not address, such as tree roots lifting sidewalks or clearance concerns, contact DRG to customize the project's scope of work.

Upgrading the Inventory

In addition to collecting trees, planting sites, and stumps, DRG can inventory other infrastructure that the City might be managing, such as shrub rows, woodlots, natural or environmentally sensitive areas, irrigation boxes, benches, signage, and turf. DRG's urban foresters can also take and link pictures to tree records. DRG can upgrade the City's inventory by changing the current scope of work or by further developing the project to have additional phases. If Roseville is interested in learning more about options for upgrading the inventory, contact DRG for information and fees.

Tree Risk Assessment

During the inventory, DRG's urban foresters perform an inspection of each tree that follows the ANSI tree risk assessment (ANSI 2017). For the City's inventory, DRG will complete a 360-degree ground-based visual inspection of the crown, trunk, trunk flare, above-ground roots, and site conditions around the tree in relation to targets. The assessment only includes conditions detected from the ground. Visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. DRG is not responsible for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions

or hazards. If desired, DRG can provide additional levels of assessment or analysis for an additional fee that might help identify or further explore specific defects or tree conditions of interest.

The specified period for the risk assessment is one year. The risk part of this inventory and evaluation is to keep in compliance with the most recent standards and practices in the arboricultural industry. It is important to note that DRG's inspections are "rapid assessments" and are meant to show a need for further study; the assessments are not legally binding in any litigation.

For the tree risk assessment, DRG's urban foresters assign each tree one qualitative risk rating using the risk categorization matrices found in the ISA's *Best Management Practices - Tree Risk Assessment, Second Edition* (E. Thomas Smiley, Nelda Matheny, and Sharon Lilly 2017). Various and multiple failure scenarios help determine a tree's risk rating. The failure mode (i.e., branch, whole tree, codominant stem) with the most significant risk serves as the overall tree risk rating.

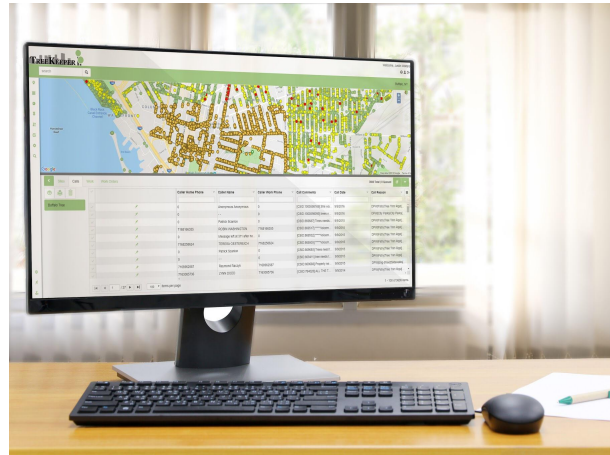
Planting Sites

When examining the state of Roseville's urban forest, it is essential to assess more than just the trees themselves. Species diversity is integral to the sustainability of an urban forest. Understanding your current stocking level and potential ability is crucial to short- and long-term planning. When assessing planting sites, we follow the mantra "Right Tree in the Right Place for the Right Reason". DRG will determine planting sites based on factors such as growing space, overhead utilities, and proximity to signs, lights, intersections, etc. Due to the nature of inventorying available planting sites, DRG recognizes the importance of understanding your goals and objectives for this tree inventory project. Based on your priorities, we recommend considering the following options:

1. **100% Inventory.** DRG will inventory all available planting sites during the tree inventory.
2. **Partial Planting Site Inventory.** DRG will prioritize and limit collection of the planting sites to keep the total number to approximately 25% of the total sites inventoried.
3. **Five-Year Planting Strategy.** Based on the current annual planting levels, DRG will locate five years of potential planting sites. For example, if the City plants 100 trees annually, then DRG will locate approximately 500 available sites. These sites can be a combination of small, medium, or large based on planting goals.
4. **Priority Areas (i.e., Environmental Justice Areas).** DRG will inventory available planting sites in predetermined areas during the tree inventory to facilitate improving canopy cover and diversity goals.

Tree Inventory Data Delivery

Data delivery is available in different formats, such as Google Earth's KML, AutoCAD®, or i-Tree, or for a particular asset management software program like CityWorks, Hansen, or Cartegraph.



Project Schedule, Tasks, and Deliverables

The following project schedule lists key tasks along with expected completion dates and deliverables. If the city's project schedule differs from what DRG projected, use the information for planning purposes.

Project Schedule (weeks)									
Task	1	2	3	4	5	6	7	8	Deliverable
Award									Insurance, contract
Data Mining and Field Computer Set-Up									Obtain basemaps and GIS data/ program software and hardware
Kick-off Meeting									Meeting summary as needed
Inventory Data Collection and QA/QC									Inventory of 14,000 sites; ongoing field checks; weekly e-mail updates
Inventory Data Delivery									Inventory data in TreeKeeper® and as ESRI® shapefiles and Excel™
Inventory Close-Out Meeting									If scheduled, usually takes place on the last day of data collection
Inventory Reporting									Close-out reports

Quality Control and Assurance

WE TAKE YOUR DATA SERIOUSLY

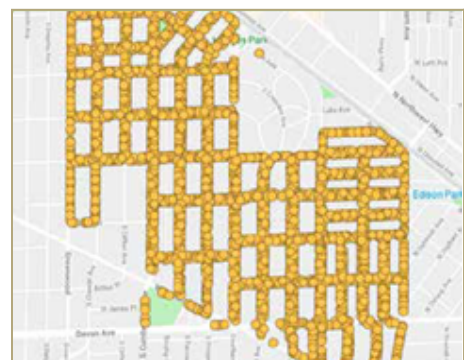
From the project's start to its finish, DRG focuses on the experience the City has working with DRG and the quality of the project's deliverables. To ensure a good working relationship throughout the project, DRG collaborates with the City early on to schedule fieldwork and meetings at mutually agreeable times and determine protocols for addressing questions and concerns that arise during data collection. DRG's staff also stay in contact with the City's staff during all phases of the project to keep the City informed of the project's status. The following is an example of an inventory progress update, e-mailed on a set schedule such as weekly or bi-weekly, from DRG's urban forester to the client.

INVENTORY PROGRESS UPDATE E-MAIL

Dear Valued Client:

Below is a recap of last week's inventory progress. So far, we have inventoried 3,161 sites. The map (right) shows our progress in Zone C. We also had a chance to do some in-the-field quality assurance last week (bottom). We audited 1% of the data collected last week and found no critical errors.

We expect to wrap up data collection later this week. We predict that the remaining streets will have the same tree density, although the road running along the train tracks in the northeast may have slightly more trees. In all, we think that the total site



count will be close to the pre-project estimate of 3,800 sites. We will keep everyone apprised if this expectation changes.

Katie will be on the ground this week, and Pete may come out to help with collection. If needed, they can be available for an in-person closing meeting. Otherwise, we can include the final site count and notes in a close-out e-mail.

As far as data delivery, we expect it will take a few days for GIS quality control checks after data collection is complete. We will follow up with an e-mail when your final inventory dataset is available in TreeKeeper®. If you have any questions or concerns, please reach out to me.

Thanks, Your DRG Urban Forester

Inventory Statistics				
Site Count to Date		Percent Complete	Estimated Total Site Count	
3,161		83%	3,800	
Quality Assurance				
Overall Critical Error Score	Target Critical Score	Overall Non-Critical Error Score	Target Non-Critical Score	Percent Audited
100%	98%	98.7%	95%	1%

In addition to providing an excellent client experience and thorough communication, DRG takes measures to ensure the delivery of the entire scope of work. DRG's business development staff review the project's scope and provide a data specification, based on the project's contract, to DRG's in-house development team. DRG's development team consists of the inventory's project manager, Gail Nozal and GIS and IT specialists. Gail Nozal reviews the scope of work again to ensure that the data fields and input codes match Roseville's specifications. Once Gail Nozal approves the data specification, then DRG's GIS and IT staff program the field computers for data collection. Before the kick-off meeting, Gail Nozal checks the field computers to make sure the computers are set up correctly and work properly. At the kick-off meeting, DRG reviews the project's work plan with the City, answers questions, and ensures that Roseville and DRG's urban foresters are on the same page concerning the project's expectations.

Quality control and assurance continues during data collection. DRG's project manager and urban foresters use hot and cold data checks during fieldwork and encourage the City to do so as well. DRG regularly updates Roseville on the project's status and makes the City aware of any situations that may need immediate attention. At the end of the project, DRG's IT specialists run computer diagnostics on the inventory data to make sure the data is clean. Finally, DRG answers any questions the City has about the data and our TreeKeeper® software and verifies Roseville's satisfaction with DRG's work.

Client Responsibilities

1. Provide DRG with imagery, maps, and data files. Our request may include the following: digital orthophotographs, available GIS data layers, other electronic or paper copies of maps for roads, pavement widths, right-of-way widths, boundaries and utilities, and an electronic file or printed list of street names and endpoints.
2. Provide daily contact information and directions during the inventory project.
3. Provide a copy of any existing tree inventory databases.
4. Coordinate and host a kick-off meeting before the start of fieldwork.

5. By accepting this proposal, the City of Roseville accepts DRG's Terms and Conditions and Limited Warranty (listed after the Authorization to Proceed page below) and agrees that, upon award, this proposal and its attachments will be made a part of the Agreement.

Investment

Tree Inventory

- ❑ Computerized inventory data collection of up to 15,096 existing trees, planting sites, and stumps for a cost of: **\$ 3.90 lump sum/per tree**
- ❑ Additional inventory data collection above 15,096 trees/sites at a unit rate of: **\$3.90/site**

Authorization to Proceed

The above prices and terms and conditions and warranty are hereby accepted. I am authorized to bind the City and authorize Davey Resource Group, Inc. to perform the specified work. I am familiar with and agree to the terms and conditions appended to this proposal. I understand that once accepted this proposal constitutes a binding contract. This proposal is based on an estimated number of trees/sites to be inventoried. Davey Resource Group, Inc. reserves the right to renegotiate the price based on the timing of the award, scheduling of fieldwork, the final methodology chosen by the client, and availability, completeness, and quality of maps and GIS information.

City of Roseville-Street, Park, and Public Property Tree Assessment Services

Project Total

\$58,940.00

By signing this form, I do hereby acknowledge acceptance of the scope of work and associated fee, as well as the terms and conditions and limited warranty contained herein. Furthermore, my signature authorizes the work to be performed.

City of Roseville

Client Representative:

Authorizing Signature:

Title:

Date:

Davey Resource Group, Inc.

DRG Project Representative:

Title:

Date:

TERMS AND CONDITIONS

- All pricing is valid for 30 days from the date of this proposal, after which time we reserve the right to amend fees as needed.
- Time and materials (T&M) estimates may fluctuate and will be billed accordingly. Fixed fee contract prices will be billed as shown.
- Invoicing will be submitted monthly for work performed, unless otherwise agreed upon.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses, unless noted as being included in our proposal.
- The client shall provide 48 hours' notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.

LIMITED WARRANTY

Davey Resource Group, Inc. ("DRG") provides this limited warranty ("Limited Warranty") in connection with the provision of services by DRG (collectively the "Services") under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the "Agreement").

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the "Warranty Period"), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation ("Observational Data") of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, "Subjects"), the Observational Data will pertain only to the specific point in time it is collected (the "Time of Collection"). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, "Changes"]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. When performing tree inventories or assessments, DRG will not be liable for the discovery or identification of non-visually observable,

latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG's guidance on your permitting and license requirements, DRG's guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, "Source Information"). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. **This remedy will be your sole and exclusive remedy and DRG's entire liability for any breach of this Limited Warranty.** You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

Appendix A: Experienced Staff

DRG may assign the following team members to the City of Roseville's project. Their experiences and credentials prove that they have the qualifications needed to work for the City.

Based in Minneapolis/St. Paul, Minnesota, **Gail Nozal** is one of the Area Managers for DRG. Gail has over 27 years of industry experience, and has been with Davey for over 15 years—beginning with S&S Tree, a Davey Company, and joining DRG in 2019. She has worked in municipal, non-profit, and commercial sectors.

With her wealth of industry knowledge, Gail brings specific expertise in contract forestry projects, oak wilt management, general management and operations, and public education. As area manager with DRG, Gail is primarily responsible for business development, operational management, and staff supervision of a Minnesota-based team focused on Urban Forestry and Ecological Consulting. Gail's experience includes completing urban forest inventories, management plans, contract forestry, plant health care diagnosis, oak wilt management, tree preservation, operations and ordinance review. Additionally, she is skilled in using various technologies to improve efficiency for urban forestry projects, and participates in public education opportunities. She also completes tree risk assessments and i-Tree tree inventories.

Gail has a master's degree in forestry with emphasis in education and a bachelor's degree in urban forestry, both from the University of Minnesota. She is a Board Certified Master Arborist and Municipal Specialist (#MN-0276BM) through the International Society of Arboriculture (ISA) and has an ISA Tree Risk Assessment Qualification. She is also a Certified Minnesota Pesticide Applicator (#MN20163825). Gail is a Minnesota Tree Inspector, Minnesota Certified Landscape Specialist, and Minnesota Pest Detector.

Jack Spadafore is an environmental technician with DRG. He specializes in stormwater mitigation and forestry inventory and has over six years of industry experience with forest inventory, tree pruning, aerial lift operation, and plant healthcare coordination. He is particularly skilled in tree pruning, and planting and chemical treatment for diseases and invasive insects.

Jack has experience working with private landowners and cities on tree inventories, such as a park tree inventory for the City of Inner Grove Heights, Minnesota. He also assisted with the Superior National Forest project, which included spraying invasive and noxious weeds.

Jack has a bachelor of science degree in forest management from the University of Wisconsin-Stevens Point. He is a Certified Arborist and Municipal Specialist (#MN-4765A) through the International Society of Arboriculture (ISA) and a Certified Minnesota Pesticide Applicator (#20177428) through the Minnesota Department of Agriculture.

Kyle Schansberg joined DRG in 2022 as an inventory arborist in the Minnesota-St. Paul office. Bringing over four years of passion and relevant experience, Kyle conducts urban tree inventories, performs tree climbing, operates aerial-lift bucket trucks, operates small equipment, completes tree planting and maintenance, and implements integrated pest management techniques to combat common diseases and increase the health of trees.

Kyle previously worked for The Davey Tree Expert Company's Residential/Commercial (R/C) office out of South St. Paul as a climbing arborist and plant health care technician for about three years, gaining valuable experience in tree and shrub assessments, pruning, removal, and disease and pest mitigation.

Prior to joining Davey, Kyle worked for the cities of Minnetonka and Apple Valley as a certified tree inspector, where he developed a passion for combating diseases and pests to preserve urban forests and create a diverse landscape for future generations.

Kyle has a bachelor of science degree in forest science with a certificate in environmental studies for University of Wisconsin-Madison. He is a Certified Arborist (#MN-4758A) through the International Society of Arboriculture (ISA), a Certified Pesticide Applicator in Minnesota (#20204207) and Wisconsin (#507559), and has a Class A Commercial Driver's License. Kyle is also a member of the International Society of Arboriculture and Forest Stewards Guild professional organizations.

Holly Knox, GISP, M.S., is a senior geospatial analyst with DRG, applying GIS technology to environmental analysis. Holly currently plays a key role in coordinating municipal inventory projects. She is responsible for coordinating the setup, testing, and programming of custom input forms for our field inventory projects utilizing our mobile mapping solutions, including DRG's Rover, ESRI ArcPad, and ArcGIS for Collector software.

Her routine work involves managing and building relationships with our internal urban forestry project managers and our clients, in addition to coordinating the acquisition, manipulation, interpretation, and conversion of geospatial data for all three of our market segments. Holly is also the lead for the creation of field maps and final cartographic products for our Environmental Consulting services.

Holly joined DRG in 2008. Since 2009, Holly has been involved in all quality assurance and quality control (QA/QC) processes for urban tree canopy (UTC) analysis projects. She generates statistical reports and final cartographic map outputs for land cover assessments and i-Tree analyses. Holly also has experience and knowledge with AutoCAD®, as well as the utilization and support of mobile mapping hardware and global positioning systems (GPS).

In addition to her role with DRG, Holly is a volunteer at the Portage County Park District, providing GIS support.

Holly holds a master of science degree in geographic information systems from American Sentinel University. She also has a bachelor of arts degree in geography from Kent State University with an emphasis on natural resource management and conservation, as well as a minor in anthropology. She is a member of the Ohio Urban Regional System Association (URISA) Ohio Chapter, GIS Users of Northern Ohio (GUONO), and the Gamma Theta Upsilon, a National Geography Honors Organization. Since January 2015, she has served on the Ravenna Ohio Shade Tree Commission.

Appendix B: Related Projects and References

City of Buffalo, MN Tree Inventory and Management Plan

BUFFALO, MN

Davey Resource Group, Inc. (DRG) was contracted by the City of Buffalo, MN to conduct a tree inventory and management plan as part of the city's comprehensive tree care program. The results of this project will help Buffalo better understand the composition, structure, and maintenance needs of its urban forest; allocate resources; develop risk management strategies; and promote the ecosystem benefits the city's trees provide to the local community. The proposed project has the following key components:

Tree Inventory. The project is a GIS-based inventory of maintained trees found along public rights-of-way (ROW) and in public parks and properties. The inventory consists of DRG's urban foresters locating approximately 4,892 sites and recording the specified information about each site in the inventory database. DRG bases our tree inventory on the ANSI A300 Part 9 standards.

Tree Management Software. DRG offers a free, one-time, one-year trial of our TreeKeeper® Software. DRG delivers the city's inventory data in TreeKeeper® and as ESRI® shapefiles and an Excel™ Spreadsheet.

Tree Management Plan. DRG uses Buffalo's inventory data and industry standards and best management practices to develop a tree inventory management plan with a section focused on Emerald Ash Borer upon completion of the inventory.

The City of Buffalo has a long-standing relationship with DRG and the Davey Tree Expert Company. The city will continue to use the data from the inventory and management plan to perform pruning, removals, and planting according to the plan's schedule.



Project Completion: 2022

Project Owner: City of Buffalo, MN

Reference: Adam Farrell, Parks Supervisor | adam.farrell@ci.buffalo.mn.us

City of Aitkin, MN Tree Inventory and Management Plan

AITKIN, MN

Davey Resource Group, Inc. (DRG) was contracted by the City of Aitkin, MN to conduct a tree inventory and management plan as part of Aitkin's comprehensive tree care program. The results of this project will help Aitkin better understand the composition, structure, and maintenance needs of its urban forest; allocate resources; develop risk management strategies; and promote the ecosystem benefits the city's trees provide to the local community. The proposed project has the following key components:

Tree Inventory. The project is a GIS-based inventory of maintained trees, found along public rights-of-way and in public parks and properties. The inventory consists of DRG's urban foresters locating each tree and recording the specified information about each tree in the inventory database. DRG bases our tree inventory on the ANSI A300 Part 9 standards.

Tree Management Plan. DRG uses Aitkin's inventory data and industry standards and best management practices to develop a management plan upon completion of the inventory.

Additionally, the biggest challenge for this project was the lack of clear aerial imagery for the Rover software. The DRG arborist exceeded client expectations by cross-referencing Google Maps with the aerial imagery to make sure the data was as accurate as possible.



Photo credit: News Age—Aitkin

Project Completion: 2022

Project Owner: City of Aitkin, MN

Reference: Mike Skrbich, City Administrator
| cityadmin@ci.aitkin.mn.us

Inventory Update and Management Plan

SUPERIOR, WISCONSIN

The City of Superior hired Davey Resource Group (DRG) to complete a tree inventory update and management plan for future program growth. The project is a GIS-based inventory update of maintained trees found along public rights-of-way (ROW) and in public parks and properties. The City of Superior had an existing inventory and is a TreeKeeper® user.

Since the City was already using TreeKeeper®, it presented some challenges when trying to combine with their existing data fields with new data. The TreeKeeper® team at DRG successfully solved these hiccups to deliver a full update of inventory data in TreeKeeper® format, consisting of 26,488 trees and recorded specific information about each site in the inventory database. The updated data points included information on tree species, address, condition, DBH, hardscape damage, overhead utilities, primary defects, maintenance suggestions, and risk assessments of each site.

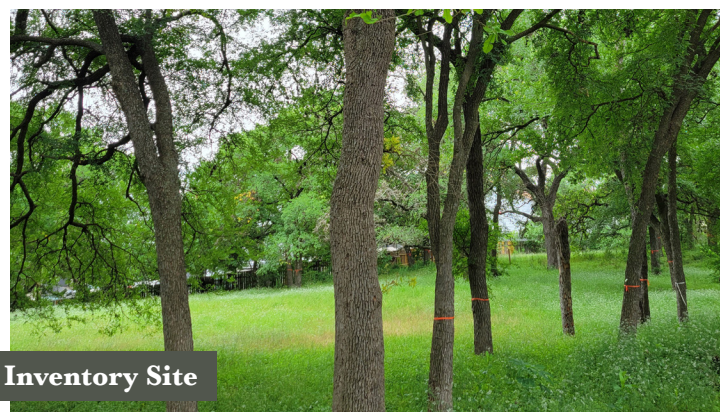
Snow, ice, and cold presented a challenge for this inventory in early 2022. DRG staff worked hard to complete the project within the timeline, however due to this weather and DRG's dedication to safety, the project schedule exceeded the planned timeline.



Inventory Site



Inventory Site



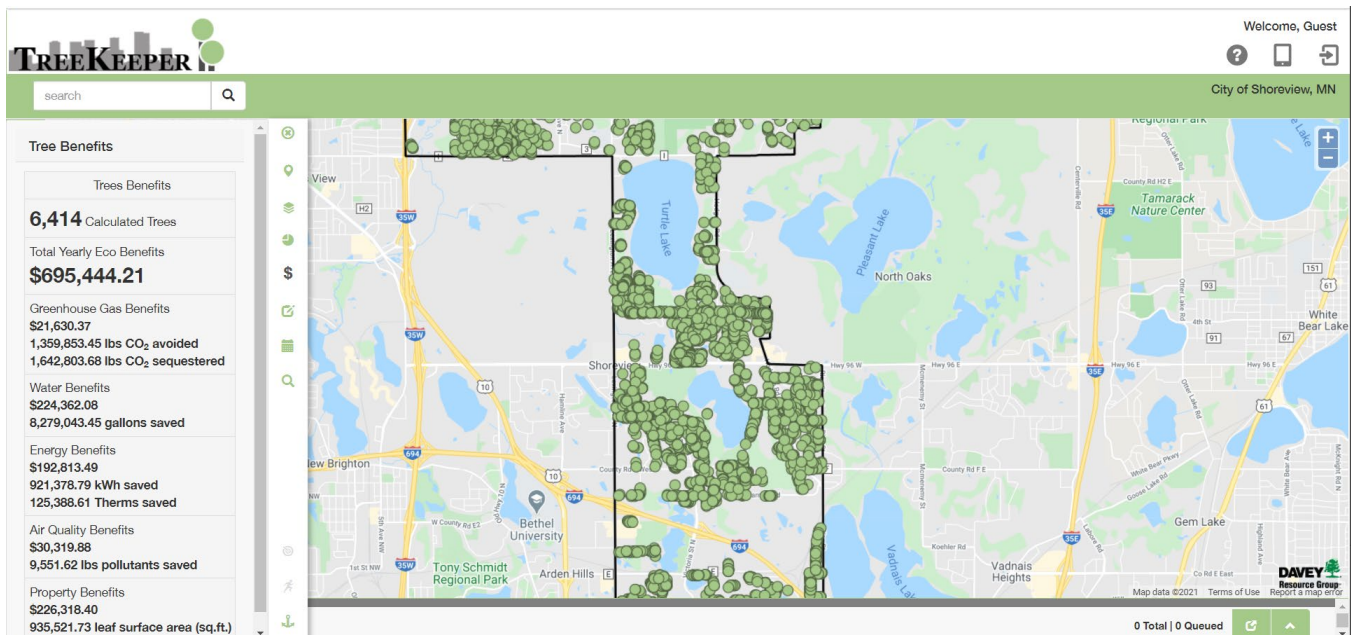
Inventory Site

Project Completion: 2022

Project Owner: City of Superior, WI

Reference: Linda Cadotte, Director
of Parks, Recreation, and Forestry
Department

cadottel@ci.superior.wi.us



Street and Park Tree Inventory

Shoreview, MN

The City of Shoreview contracted DRG to complete an inventory of street and park trees in 2019. We completed the inventory in December of 2019, and established the inventory data in the city's TreeKeeper database. The client utilizes the inventory data for daily management of their urban forest.

The need for this inventory was the culmination of multiple separate efforts. First, in 2011, the City discovered Emerald Ash Borer (EAB) in one of their parks and started to inventory their park trees on a rolling basis with summer interns. Second, in 2019, the city decided that they needed a complete inventory of their boulevard and park trees.

The city desired to combine these inventories, but they did not have a software that could successfully combine the inventory data as well as general maintenance logs for city-owned trees, such as EAB-related work such as tree removals and ash injections. We proposed using Davey's TreeKeeper Inventory software to store and access the inventory data and to help them manage the trees. The city's Parks and Natural Resources departments hope to both use it to manage their tree resource.

Following the inventory, we also supplied the client with a summary report that they could share with the city council that quantified economic and environmental benefits of the trees in their city.



Project Details:

Project Completion: 2020

Project Owner: Shoreview, Minnesota

Reference: Ellen Brenna, Natural Resources Coordinator
651-490-4665, ebrenna@shoreviewmn.gov

Appendix C: Inventory Data Fields

1. **Address/Location**—DRG identifies the location of each tree, planting site, and stump by the following attributes.
 - a. *Address*. House address.
 - b. *On Street*. The street the tree is physically found.
 - c. *Side*. The side of the house on which the tree stands in relation to the physical address.
 - d. X and Y coordinates in the desired format.
 - e. *Park Name*. The name of the park.
2. **Species**—DRG names trees by genus and species using both botanical and common names, and by cultivars where appropriate.
3. **Tree Size**—DRG’s urban foresters measure the diameter to the nearest inch in 1-inch size classes at 4½ feet above the ground, or diameter at breast height (DBH).
4. **Condition**—Staff consider signs of stress, poor structure, mechanical damage, soil and root problems, disease, and pests in the assessment of tree condition.
 - a. *Good*. A good tree shows no significant problems.
 - b. *Fair*. A fair tree has minor problems that may be corrected with time or corrective action.
 - c. *Poor*. A poor tree has significant problems that are irrecoverable.
 - d. *Dead*. A dead tree shows no sign of life.
5. **Primary Maintenance**—DRG assigns one of the following maintenance needs:
 - a. *Remove*. Trees recommended for removal have defects that cannot be practically or cost-effectively treated. Most trees in this category have a sizable percentage of dead crown.
 - b. *Prune*. Removal of one or more limbs to reduce risk, provide clearance, and restore the tree.
 - c. *Train*. Pruning of young or medium-aged trees to improve tree and branch architecture.
 - d. *Discretionary*. Roseville may opt to prune or manage the trees for health or aesthetic appearance.
 - e. *Palm Prune*. Removal of fronds, fruit, or loose petioles when palm parts create a dangerous condition.
 - f. *Stump Removal*. A stump is present and recommended to be removed.
 - g. *Plant*. During the inventory, vacant planting sites are identified as Vacant Site Small, Vacant Site Medium, and Vacant Site Large (implying mature tree size), depending on the growing space available and the presence of overhead wires. Lacking local code definitions, planting sites are determined based on standard specifications included in accepted technical journals and by the arboriculture industry.
6. **Defects**—DRG identifies the conditions which indicate the presence of structural defects recording only the most significant condition and limit conditions to the following:
 - a. Dead and dying branches.
 - b. Broken and/or hanging branches.
 - c. Branch attachment (adventitious, codominant, multiple, overextended).
 - d. Trunk condition (canker, bulges, ridges).
 - e. Cracks.
 - f. Decay or cavity (large trunk wound).
 - g. Tree architecture (lean, bows, taper, live crown ratio).
 - h. Root problem (dead, decayed, missing, abnormal, girdling, lack of flare).
7. **Risk Rating**—DRG evaluates risk and assigns a risk rating based on an assessment of the failure mode (i.e., branch, whole tree, codominant stem) with the most significant risk. The specified period for the risk assessment is one year. The risk part of this inventory and evaluation is to maintain compliance with the most recent standards and practices in the arboricultural industry. It is important to note that our inspections are “rapid assessments” and are meant to show a need for further study, and thus are not legally binding in any litigation.

DRG used the following criteria and matrices, based on the *International Society of Arboriculture Best Management Practices—Tree Risk Assessment*, Second Edition (E. Thomas Smiley, Nelda Matheny, and Sharon Lilly 2017), to arrive at a risk rating.

1. *Likelihood of Failure*. Identifies the most probable failure and rates the likelihood that structural defect(s) will result in failure based on observed current conditions.
2. *Likelihood of Impacting a Target*. The rate of occupancy of targets within the target zone and any factors that could affect the failed tree as it falls towards the target.
3. *Consequences of Failure*. The consequences of tree failure are based on the level of target and potential harm that may occur. Consequences can vary depending on the size of the defect, a distance of fall for the tree or limb, and any other factors that may protect a target from harm. Target values are subjective, but DRG staff try to assess them from our client's perspective.

As shown in the matrix below, the likelihood of failure and the likelihood of target determine the likelihood of tree failure impacting a target.

Likelihood of Failure	Likelihood of Impacting Target			
	Very Low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

DRG's urban foresters estimate the risk rating by combining the likelihood of tree failure impacting a target and the consequences of failure in the matrix below. Risk ratings are Low, Moderate, High, and Extreme. A Low Risk tree poses a low overall level of risk. A Moderate Risk tree may pose some threat, particularly during storm events or unusual weather. A High Risk tree presents a high likelihood of tree or tree part failure, even during normal weather conditions. An Extreme Risk tree always poses a significant risk and probability of failure.

Likelihood of Failure	Consequences			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Even though trees may pose multiple risks at once, DRG assigns one risk rating to each tree during the inventory process. The risk rating serves only as a prioritization mechanism and is not a guarantee; Roseville must determine the level of acceptable risk.

8. **Risk Assessment Complete**—Staff record if they are not able to complete the assessment due to obstructions, safety concerns, or other unforeseen site conditions.
9. **Overhead Utilities**—For each tree or site, DRG records if overhead utilities are:
 - a. Present and not conflicting.

- b. Present and conflicting.
 - c. Not present.
10. **Date of Inventory**—The date the DRG urban forester collected the data.
11. **Multi-Stem Tree**—DRG notes if a tree has multiple stems on trunks splitting less than 1 foot above ground level.
12. **Further Inspection**—Trees in this category need added and future inspections due to a variety of issues beyond the scope of a standard tree inventory. Categories for further inspection include:
- a. Annual inspection (e.g., a tree with a defect requiring annual monitoring).
 - b. Recent damage inspection (e.g., a healthy tree affected by recent construction or other damage).
 - c. Advanced risk assessment (e.g., a tree with a defect needing added or specialized equipment for investigation).
 - d. Insect/disease monitoring (e.g., a tree that appears to have an emerging insect or disease problem).
 - e. None.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: June 20, 2023
Item No.: 10.e

Department Approval



City Manager Approval



Item Description: Approve Resolution Awarding Contract for 2023 Pathway Project 23-05

BACKGROUND

The 2023 Pathway Project 23-05 consists of construction of three pathway segments:

1. Cleveland Avenue, 6-foot wide concrete pathway on the east side (Iona Street to the Colder Product site);
2. Lexington Avenue: 8-foot wide asphalt pathway on the east side (TH 36 to County Road B2); and
3. Marion Street: 8-foot wide concrete pathway on the west side (Larpenteur Ave to cul-de-sac).

Additionally, the Marion Street cul-de-sac will be milled and have a pavement overlay. A map of the improvements is included as Attachment B.

Since the Cleveland Avenue and Lexington Avenue pathways are on county roads, Ramsey County has agreed to a cost-share through their Cooperative and Maintenance Agreement, which was approved by the City Council on May 8, 2023. Roseville will be responsible for the pathway maintenance once the project is completed.

Bids were opened on June 13, 2023, at 2:00 p.m. One qualified bid was received for the project, from New Look Contracting, Inc., in the amount of \$809,847.00.

Construction is anticipated to take place in summer and early fall. Contract documents require the work to be completed by October 18, 2023.

POLICY OBJECTIVE

The 2023 Pathway Project 23-05 will advance the following Transportation Goals identified in the 2040 Comprehensive Plan:

- *Coordinate transportation decisions with other government entities and coordinate planning efforts to ensure connectivity of regional routes:* This project was identified and funded in partnership with Ramsey County.
- *Promote the use of transit as a reasonable alternative to driving automobiles during both congested and non-congested time periods through land-use and transportation decisions:* This project creates pathway connections to transit stops.
- *Encourage the use of non-motorized transportation by providing and supporting development of a high-quality network of both off-road and on-road pathways, and ensure that bicycle and pedestrian routes are safe, efficient and attractive:* The pathway segments proposed for construction are identified for construction in the City's Pathway Master Plan.

They were chosen to enhance walkability in areas with the most need and fill gaps in the pathway network.

BUDGET IMPLICATIONS

Staff received one bid for this project. The low bid was submitted by New Look Contracting, Inc., in the amount of \$809,847.00. Engineering costs anticipated as part of the project are estimated at \$109,143.40.

This project is proposed to be paid for using Ramsey County State Aid Highway (CSAH) funds, Roseville Municipal State Aid (MSA) funds, Local Street Funds and Community Development Block Grant Funds. The bid was approximately 8% above the construction estimate; however, it is within the budgeted amounts for this project, with much of the increased cost born by grant and state aid funds as shown on the table below.

	Contract Total	Ramsey County CSAH	City MSA	Local Street Fund	Community Development Block Grant
Construction Estimate	<i>\$749,624.00</i>	<i>\$273,555.00</i>	<i>\$140,455.00</i>	<i>\$110,013.00</i>	<i>\$172,901.00</i>
Bid Total	\$809,847.00	\$279,545.41	\$159,885.41	\$148,542.67	\$221,873.52
Engineering	\$119,143.40	\$65,653.20	\$10,000.00	\$5,000.00	\$38,490.20
Project Total	\$928,990.40	\$345,198.61	\$169,885.41	\$153,542.67	\$260,363.72
Budgeted Amount	\$991,608.20	\$339,208.20	\$235,000.00	\$125,000.00	\$292,400.00

Staff recommends awarding the contract to New Look Contracting, Inc., in the amount of \$809,847.00.

RACIAL EQUITY IMPACT SUMMARY

The new pathway projects proposed were identified in the Pathway Master Plan and chosen to enhance walkability in areas with the most need. These projects should be an overall benefit to historically disadvantaged communities who are more likely to use these pathways. The Lexington pathway segment will provide better access to transit and for high school students accessing Roseville Area High School. The Cleveland pathway segment completes a gap in the sidewalk network. The sidewalk proposed will better connect to nearby transit to local jobs.

The Marion Street Pathway segment is located within a Low-Moderate Income neighborhood, as identified by Ramsey County, with a racially and ethnically diverse population. Care will be taken with communications to avoid unintentional negative impacts during the construction process. Staff will be using translation services to communicate project details to the residents.

Pathways will be constructed with Americans with Disabilities Act (ADA) compliant curb ramps to provide better access for individuals with disabilities.

City staff solicited bids on the project from minority-owned and woman-owned construction businesses registered with Ramsey County CERT, in addition to standard project advertising. The federal Community Development Block Grant funds have Section 3 and wage reporting requirements for the contractor during the project, and the City will be working with Ramsey County Community & Economic Development on compliance and reporting.

STAFF RECOMMENDATION

Staff recommends approval of a resolution awarding contract for the 2023 Pathway Project 23-05 in

63 the amount of \$809,847.00 to New Look Contracting, Inc.

64 **REQUESTED COUNCIL ACTION**

65 Approve resolution awarding contract for the 2023 Pathway Project 23-05 in the amount of
66 \$809,847.00 to New Look Contracting, Inc.

67 Prepared by: Stephanie Smith, Assistant City Engineer
Attachments: A: Resolution
B: Map of 2023 Pathway Project 23-05

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was duly held on the 20th day of June, 2023, at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

**RESOLUTION AWARDING CONTRACT
FOR 2023 PATHWAY PROJECT 23-05**

WHEREAS, pursuant to advertisement for bids for the improvement, according to the plans and specifications thereof on file in the office of the Manager of said City, said bids were received on Tuesday, June 13, 2023, at 2:00 p.m., opened and tabulated according to law and one bid was received complying with the advertisement:

Contractor	Base Bid
New Look Contracting, Inc.	\$809,847.00
<i>Engineer's Estimate</i>	<i>\$749,624.00</i>

WHEREAS, it appears that New Look Contracting, Inc., is the lowest responsible bidder for the Base Bid plus Alternate Bid at the tabulated price of \$809,847.00.

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

1. The Mayor and City Manager are hereby authorized and directed to enter a contract with New Look Contracting, Inc., for \$809,847.00 in the name of the City of Roseville for the above improvements according to the plans and specifications thereof heretofore approved by the City Council and on file in the office of the City Manager;

AND BE IT FURTHER RESOLVED by the City Council of the City of Roseville, Minnesota:

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

WHEREUPON said resolution was declared duly passed and adopted.

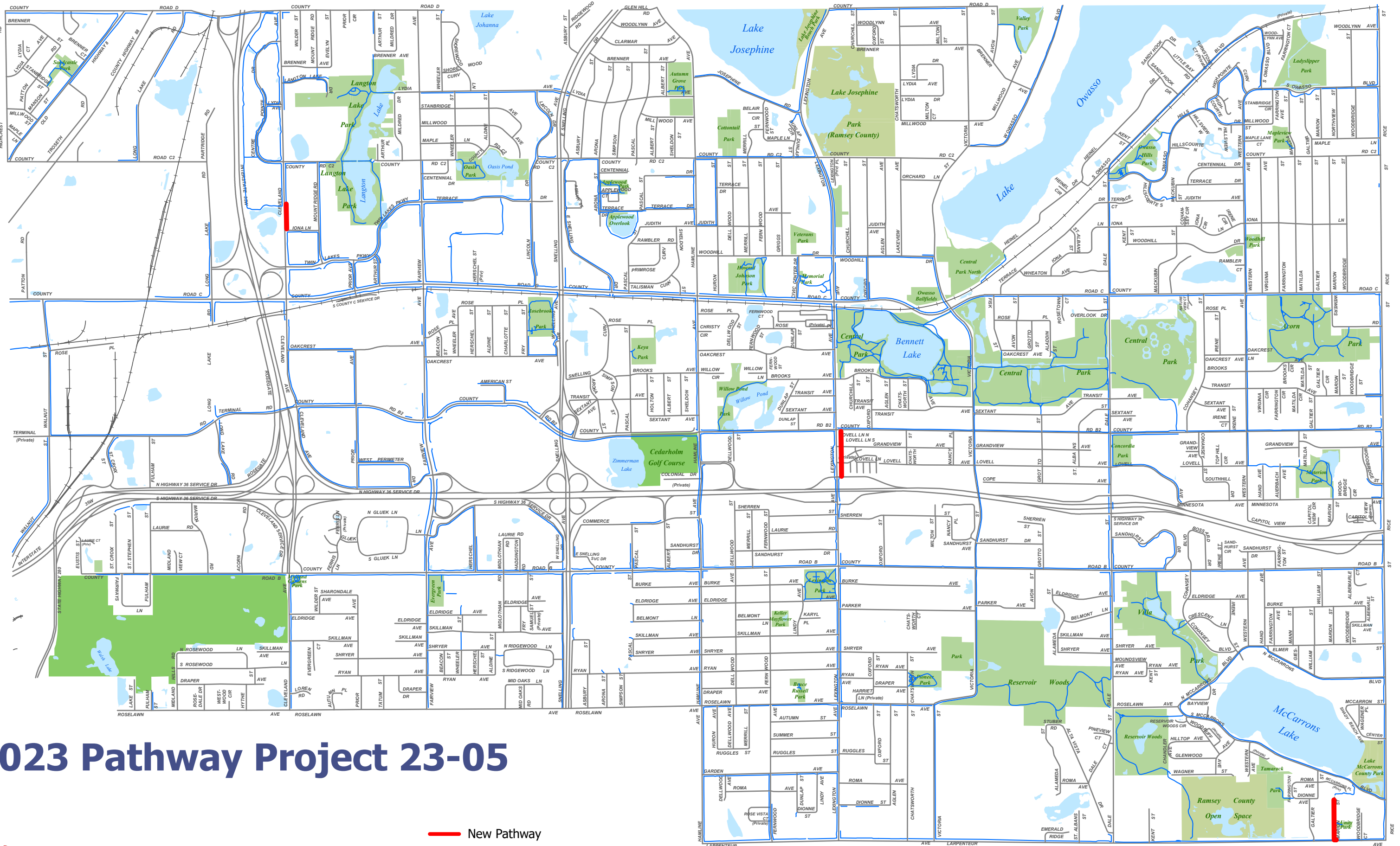
STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 20th day of June, 2023, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 20th day of June, 2023.

Patrick Trudgeon, City Manager

(SEAL)



2023 Pathway Project 23-05

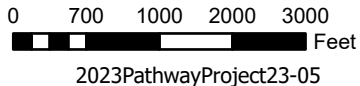


Prepared by: Engineering Department
5/12/2023

- New Pathway
- Existing Pathway

Data Sources
 * Ramsey County GIS (11/1/2022)
 * City of Roseville Community Development
 * City of Roseville Finance Department

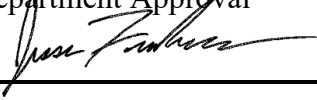
DISCLAIMER:
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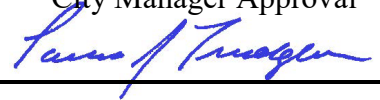
ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: June 20, 2023
Item No.: 10.f

Department Approval



City Manager Approval



Item Description: Approve Metropolitan Council Environmental Services Municipal Inflow and Infiltration Grant Agreement

BACKGROUND

Metro Cities championed the inclusion of a grant program in the 2020 bonding bill for the purpose of providing grants to municipalities for capital improvements to public infrastructure to reduce the amount of inflow and infiltration (I/I) to the Metropolitan Council Environmental Service's (MCES) metropolitan sanitary sewer disposal system. Their efforts were successful and \$8.7 million was approved in the bonding bill.

To be eligible for a grant, a city must be identified by the Metropolitan Council as a contributor of excessive inflow and infiltration. Roseville is among these cities and was awarded a grant for the City's I/I work. MCES issued the Final Reimbursement Amount determination of \$158,509.00 for the City of Roseville. The final grant agreement is attached for Council approval.

POLICY OBJECTIVE

It is City policy to keep City-owned infrastructure in good operating condition and to keep systems operating in a safe condition.

BUDGET IMPLICATIONS

The grant is funded by State of Minnesota General Obligation Bond Proceeds. The grant functions as a reimbursement so Roseville submitted all eligible work and then final grant dollars were determined. The Final Reimbursement Amount of \$158,509.00 was greater than the initial estimate of \$135,700.00. Grant funds will reimburse the sanitary sewer fund for projects completed.

RACIAL EQUITY IMPACT SUMMARY

There should be no equity impacts associated with this agreement.

STAFF RECOMMENDATION

Staff recommends the Council approve and authorize the Mayor and City Manager to execute the attached Grant Agreement – End Grant.

REQUESTED COUNCIL ACTION

Motion to approve the Grant Agreement – End Grant between the Metropolitan Council and the City of Roseville and authorizing the Mayor and City Manager to execute said agreement, subject to minor modifications and final review by the City Attorney.

Prepared by: Stephanie Smith, Assistant City Engineer

Attachments: A: 2020 I/I Grant Agreement – End Grant for City of Roseville Sanitary Sewer Project

**Metropolitan Council
Municipal Publicly Owned Infrastructure
Inflow/Infiltration Grant Program**

**Grant Agreement — End Grant
for the Roseville Sanitary Sewer Project**

**Funded by the
State of Minnesota
General Obligation Bond Proceeds**

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GENERAL OBLIGATION BOND PROCEEDS

Municipal Publicly Owned Infrastructure Inflow/Infiltration Grant Program INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN METRO- POLITAN COUNCIL AND ROSEVILLE

This Intergovernmental Grant Agreement (“Grant Agreement”) is made this day of , 2023, and entered into by and between the Metropolitan Council a public corporation and political subdivision of the State of Minnesota (“Council”) and, Roseville a Minnesota Municipal corporation (“Grantee”).

RECITALS

A. The Minnesota Legislature has appropriated to the Council in the 2020 Session Laws Chapter 3, Section 17, subdivision 2, \$5,000,000, for a grant program to be administered by the Council. This appropriation is for the purpose of providing grants to municipalities for capital improvements to public municipal wastewater collection systems to reduce the amount of inflow and infiltration to the Council’s metropolitan sanitary sewer disposal system (“I/I Municipal Grant Program”).

B. The monies allocated to fund the appropriation to the Council are proceeds of state general obligation bonds authorized to be issued under Article XI, §5(a) of the Minnesota Constitution.

C. The Council has gone through a public process and formally adopted Guidelines for the I/I Municipal Grant Program. Grantee has read and understands the Council Guidelines (“Council Guidelines”).

D. The Council has identified Grantee as a contributor of excessive inflow and infiltration to the Council’s metropolitan sanitary sewer disposal system and thus an eligible applicant for grant funds under the I/I Municipal Grant Program.

E. Pursuant to its authority under Minnesota Statutes §444.075 [or other authority, if different], Grantee operates a municipal wastewater collection system identified as Roseville Wastewater Collection System (“Wastewater System”) and has submitted an application to and been approved by the Council for grant funds in the amount of \$158,509, for performance of functions and activities for its inflow and infiltration mitigation capital improvement project to the Wastewater System in accordance with Council guidelines.

F. Council has reviewed and found eligible Grantee’s application for grant funds and has awarded such grant funds (“G.O. Grant”) to Grantee to construct a capital improvement project to Grantee’s pipeline as described in and in accordance with the terms and conditions of this Grant Agreement.

G. The Grantee’s receipt and use of the I/I Municipal Grant Program to acquire an ownership interest in and/or improve real property (the “Real Property”) and structures situated thereon (the “Facility”) will cause the Grantee’s ownership interest in all of such real property and structures to become “state bond financed property”, as such term is used in Minn. Stat. §16A.695 (the “G.O. Compliance Legislation”) and in that certain “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012 (the

“Commissioner’s Order”), even though such funds shall only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

H. Council and Grantee desire to set forth herein the provisions relating to the granting of such G.O. Grant and the disbursement thereof to Grantee and the operation of the Real Property and the Facility.

ARTICLE I DEFINITIONS

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise

“Agreement” - means this Metropolitan Municipal Publicly Owned Infrastructure Inflow/Infiltration Grant Program Grant Agreement - End Grant for the Roseville Sanitary Sewer Project, as such exists on its original date and any amendments, modifications or re-statements thereof.

“Approved Debt” – means public or private debt of the Public Entity that is consented to and approved, in writing, by the Commissioner of MMB, the proceeds of which were or will used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in **Attachment III** to this Agreement; provided, however, the Commissioner of MMB is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

Certification” – means a certification in the form contained in Attachment 1-A to this Agreement and all amendments thereto, acknowledging that the Real Property and Facilities is state bond financed property within the meaning of Minn. Stat. §16A.695, is subject to the requirements imposed by such statutes and cannot be sold, encumbered or otherwise disposed of without the approval of the Commissioner of the MMB.

“Code” - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner of MMB” - means the commissioner of Minnesota Management and Budget, and any designated representatives thereof.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended.

“Council” - means the entity identified as the “Council” in the lead-in paragraph of this Agreement.

“Counterparty” - means any entity with which the Public Entity contracts under a Use Contract. *This definition is only needed and only applies if the Public Entity enters into an*

agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

“Declaration” - means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Public Entity’s ownership interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

“Event of Default” - means one or more of those events delineated in Section 2.07.

“Facility”, if applicable, - means the Wastewater Systems as identified in Recital E which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the Program Grant.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

“G.O. Bonds” - means that portion of the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution the proceeds of which are used to fund the Program Grant and any bonds issued to refund or replace such bonds.

“G.O. Compliance Legislation” - means Minn. Stat. § 16A.695, as it may be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

“Grant Application” – means that certain grant application attached hereto as **Attachment IV** that the Public Entity submitted to the Council. This definition is only needed and only applies if the Public Entity submitted a grant application to the Council. If the Public Entity did not submit a grant application to the Council, then this definition is not needed and *should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Initial Acquisition and Betterment Costs” – means the cost to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner of MMB is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

“Leased/Easement Premises” - means the real estate and structures, if any, that are leased to the Public Entity under a Real Property/Facility Lease or granted to the Public Entity under an easement. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it*

were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

“Lessor/Grantor” – means the fee owner/lessor or grantor of the Leased/Easement Premises. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Outstanding Balance of the Program Grant” – means the portion of the Program Grant that has been disbursed to or on behalf of the Public Entity minus any portion thereof previously paid back to the Commissioner of MMB.

“Ownership Value”, if any – means the value, if any, of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity’s execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the Council and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is \$3,677,105 or _____ Not Applicable; provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank “Not Applicable” is not checked, a rebuttable presumption that the Ownership Value is \$0.00 shall be created. *(The blank “Not Applicable” should only be selected and checked when a portion of the funds delineated in **Attachment III** attached hereto are to be used to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and in such event the value of such ownership interest should be shown in **Attachment III** and not in this definition for Ownership Value).*

“Program Grant” - means a grant of monies from the Council to the Public Entity in the amount identified as the “Program Grant” in Recital E to this Agreement, as the amount thereof may be modified under the provisions contained herein.

“Project” – means the Public Entity’s acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with the performance of the activities denoted in Section 2.03. *(If the Public Entity is not using any portion of the Program Grant to acquire the ownership interest denoted in Section 2.02, then this definition for Project shall not include the acquisition of such ownership interest, and the value of such ownership interest shall not be included in **Attachment III** hereto and instead shall be included in the definition for Ownership Value under this Section.)*

“Public Entity” - means the entity identified as the “Public Entity” in the lead-in paragraph of this Agreement.

“Real Property” - means the real property located in the County of Ramsey, State of Minnesota, legally described in **Attachment II** to this Agreement.

“Real Property/Facility Lease” - means a long term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is a leasehold interest under a lease. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank,

and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

“Council” - means the entity identified as the “Council” in the lead-in paragraph of this Agreement.

“State Program” – means the program delineated in the State Program Enabling Legislation.

“State Program Enabling Legislation” – means the legislation contained in the Minnesota statute(s) delineated in Recital A and all rules related to such legislation.

“Subsequent Betterment Costs” – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term in used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the Council and the Commissioner of MMB.

“Use Contract” - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and/or if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Useful Life of the Real Property and, if applicable, Facility” – means the term set forth in Section 2.05.V, which was derived as follows: (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

ARTICLE II GRANT

Section 2.01 Grant of Monies. The Council shall make and issue the Program Grant to the Public Entity and disburse the proceeds in accordance with the provisions of this Agreement. The Program Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the Council or the Commissioner of MMB under certain circumstances.

Section 2.02 Public Ownership. The Public Entity acknowledges and agrees that the Program Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and, if applicable, Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership, a Real Property/Facility Lease, or an easement. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the Council that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property.

- ☐ Fee simple ownership of the Real Property.
- ☐ A Real Property/Facility Lease for the Real Property that complies with the requirements contained in Section 2.06. (If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- ☐ An easement for the Real Property that complies with the requirements contained in Section 2.06. (If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

Ownership Interest in, if applicable, the Facility.

- ☐ Fee simple ownership of the Facility.
- ☐ A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06. (If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- ☐ Not applicable because there is no Facility.

Section 2.03 Use of Grant Proceeds. The Public Entity shall use the Program Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities, and may not use the Program Grant for any other purpose.

(Check all appropriate boxes.)

- ☐ Acquisition of fee simple title to the Real Property.
- ☐ Acquisition of a leasehold interest in the Real Property.
- ☐ Acquisition of an easement for the Real Property.

- Improvement of the Real Property.
- Acquisition of fee simple title to the Facility.
- Acquisition of a leasehold interest in the Facility.
- Construction of the Facility.
- Renovation of the Facility.
- Sanitary Sewer Improvements. *(Describe other or additional purposes.)*

Section 2.04 Operation of the Real Property and Facility. The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used, for those purposes required by the State Program and in accordance with the information contained in the Grant Application, or for such other purposes and uses as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the Commissioner of MMB and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

The Public Entity must, whether it is operating the Real Property and, if applicable, Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and, if applicable, Facility, annually determine that the Real Property and, if applicable, Facility is being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the Council and the Commissioner of MMB.

For those programs, if any, that the Public Entity will directly operate on all or any portion of the Real Property and, if applicable, Facility, the Public Entity covenants with and represents and warrants to the Council that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the Council, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the Council and the Commissioner of MMB certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and, if applicable, Facility by a Counterparty under a Use Contract, the Public Entity covenants with and represents and warrants to the Council that: (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such

program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to the Council and the Commissioner of MMB certified copies of such resolution and budget.

Section 2.05 Public Entity Representations and Warranties. The Public Entity further covenants with, and represents and warrants to the Council as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the Program Grant for the purpose or purposes described in the State Program Enabling Legislation.

C. It has legal authority to operate the State Program and the Real Property and, if applicable, Facility for the purposes required by the State Program and for the functions and activities proposed in the Grant Application.

D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the State Program.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the Program Grant, and all of the information it has submitted or will submit to the Council or Commissioner of MMB relating to the Program Grant or the disbursement of any of the Program Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project has been or will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, contained in Section 7.23.

Q. It will not, without the prior written consent of the Council and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the Council and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Property and, if applicable, Facility, and it does not expect to sell such ownership interest.

S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Program Grant to complete and fully pay for the Project.

U. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the Council and to Minnesota Management and Budget (attention: Capital Projects Manager) that contains all of the recording information.

V. The Useful Life of the Real Property and, if applicable, Facility is 50 years.

W. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the Council or the Commissioner of MMB.

Section 2.06 Ownership by Leasehold or Easement. *This Section shall only apply if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease or an easement. For all other circumstances this Section is not needed and should be ignored and treated as if it were left blank, and any reference to this Section in this Agreement shall be ignored and treated as if the reference did not exist.*

A. A Real Property/Facility Lease or easement must comply with the following provisions.

- a. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.
- b. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.
- c. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.
- d. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.
- e. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.
- f. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.
- g. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the Council and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor's/Grantor's interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the Council and the Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder

subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.

- h. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.
- i. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.
- j. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.
- k. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.
- l. The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.

B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease or easement that are not inconsistent with or contrary to the requirements contained in this Section.

C. The expiration of the term of a Real Property/Facility Lease or easement shall not be an event that requires the Public Entity to reimburse the Council for any portion of the Program Grant, and upon such expiration the Public Entity's ownership interest in the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.

D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by the Council and the Commissioner of MMB, constitute an Event of Default under this Agreement upon either the Council or the Commissioner of MMB giving the Public Entity 30 days written notice of such event and the Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the Council and the Commissioner of MMB.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any other document furnished pursuant to this Agreement, or in order to induce the Council to disburse any of the Program Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the State Program Enabling Legislation.

D. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.

E. If the Public Entity fails to record the Declaration and deliver copies thereof as set forth in Section 2.05.U.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by the Council and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either the Council or the Commissioner of MMB giving the Public Entity written notice of such event.

Section 2.08 Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the Council, the Council or the Commissioner of MMB may enforce any or all of the following remedies.

A. The Council may refrain from disbursing the Program Grant; provided, however, the Council may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the Program Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this

Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

D. Either the Council or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the Council or the Commissioner of MMB would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the Council and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to the Council and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Survival of Event of Default. This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.

Section 2.11 Term of Grant Agreement. This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the operation of the State Program after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 2.12 Modification and/or Early Termination of Grant. If the full amount of the Program Grant has not been disbursed on or before the date that is 5 years from the effective date of this Agreement, or such later date to which the Public Entity and the Council may agree in writing, then the Council's obligation to fund the Program Grant shall terminate. In such event, (i) if none of the Program Grant has been disbursed by such date then the Council's obligation to fund any portion of the Program Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the Program Grant has been disbursed by such date then the Council shall have no further obligation to provide any additional funding for the Program Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Program Grant that was actually disbursed as of such date.

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity's sale of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity's ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a Real-Property/Facility Lease. Upon such termination the Council shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

Section 2.13 Excess Funds. If the full amount of the Program Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in the State Program Enabling Legislation indicates otherwise, the Program Grant shall be reduced by the amount not needed.

ARTICLE III USE CONTRACTS

Contents of Article III have been deliberately omitted from this Agreement.

ARTICLE IV SALE

Section 4.01 Sale. The Public Entity shall not sell any part of its ownership interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

- A. The Public Entity determines, by official action, that such ownership interest is no longer usable or needed for the operation of the State Program, which such determination may be based on a determination that the portion of the Real Property or, if applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.
- B. The sale is made as authorized by law.
- C. The sale is for Fair Market Value.
- D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Public Entity's ownership interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's ownership interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Public Entity may participate in any public auction of its ownership interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the State Program.

Section 4.02 Proceeds of a Sale. Upon the sale of the Public Entity's ownership interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are approved, in writing, by the Commissioner of MMB, but not including the repayment of any debt associated with the Public Entity's ownership interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the Program Grant, and if the amount of such net proceeds shall be less than the amount of the Outstanding Balance of the Program Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.

B. The remaining portion, after the distribution specified in Section 4.02.A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Public Entity for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the Council under Section 4.02.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing, and if such entities cannot agree by an appropriately issued court order.

C. The remaining portion, after the distributions specified in Sections 4.02.A and B, shall be divided and distributed to the Council, the Public Entity, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that the Council, the Public Entity, and such other public and private entities made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the Council shall be made to the Commissioner of MMB, and the Public Entity may direct its distribution to be made to any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner of MMB, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse the Council or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the Program Grant.

ARTICLE V COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION

Section 5.01 State Bond Financed Property. The Public Entity and the Council acknowledge and agree that the Public Entity's ownership interest in the Real Property and, if applicable, Facility is, or when acquired by the Public Entity will be, "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity's ownership interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

Section 5.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or, if applicable, Facility, or use or invest the Program Grant or any other sums treated as "bond proceeds" under Section 148 of the Code including "investment proceeds," "invested sinking funds," and "replacement proceeds," in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Section 148 of the Code.

B. It will deposit into and hold all of the Program Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty, that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, as amended by Rev. Proc 2016-44 and Rev. Proc. 2017-13, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" (within the meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Program Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

Section 5.03 Changes to G.O. Compliance Legislation or the Commissioner's Order. In the event that the G.O. Compliance Legislation or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's ownership interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner's Order, then upon written request by the Public Entity the Council shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity's ownership interest in the Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner's Order.

ARTICLE VI DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 Disbursement of Grant. Upon compliance with all of the conditions delineated in Section 6.02, the Council shall disburse the Program Grant to the Public Entity in one lump sum. Under no circumstance shall the Council be required to disburse funds in excess of the amount requested by the Public Entity under the provisions contained in Section 6.02. A even if the amount requested is less than the amount of the Program Grant delineated in Section 1.01. If the amount of Program Grant that the Council disburses hereunder to the Public Entity is less than the amount of the Program Grant delineated in Section 1.01, then the Council and the Public Entity shall enter into and execute whatever documents the Council may request in order to amend or modify this Agreement to reduce the amount of the Program Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, the Council's obligation to disburse any of the Program Grant shall terminate as of the date specified in such Section even if the entire Program Grant has not been disbursed by such date.

The Program Grant shall only be for expenses that (i) are for those items of a capital nature for the Project, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the Program Grant, or (iii) have otherwise been consented to, in writing, by the Council and the Commissioner of MMB.

Section 6.02 Conditions Precedent to Disbursement of Grant. The obligation of the Council to disburse the Program Grant to the Public Entity is subject to the following conditions precedent:

- A. The Council shall have received a request for disbursement of the Program Grant specifying the amount of funds being requested, which such amount shall not exceed the amount of the Program Grant delineated in Section 1.01.
- B. The Council shall have received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon.
- C. The Council shall have received evidence, in form and substance acceptable to the Council, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.
- D. The Council shall have received evidence, in form and substance acceptable to the Council, that the Public Entity has fully and completely paid for the Project and all other expenses that may occur in conjunction therewith.

E. The Council shall have received evidence, in form and substance acceptable to the Council, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23 and that all of such matching funds, if any, have been expended for the Project.

F. The Council shall have received evidence, in form and substance acceptable to the Council, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.

G. The Council shall have received evidence, in form and substance acceptable to the Council, that the Real Property and, if applicable, Facility and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The Council shall have received evidence, in form and substance acceptable to the Council, that that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The Council shall have received evidence, in form and substance acceptable to the Council, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The Council shall have received evidence, in form and substance acceptable to the Council, that the Project was completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04, which requirement may be satisfied by a certificate of occupancy or such other equivalent document from the municipality in which the Real Property is located.

K. The Council shall have received evidence, in form and substance acceptable to the Council, that the Public Entity has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.

L. The Council shall have received evidence, in form and substance acceptable to the Council, that the insurance requirements under Section 7.01 have been satisfied.

M. The Council shall have received evidence, in form and substance acceptable to the Council, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority

Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have, if required, been notified pursuant to Section 7.10.G.

N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

O. The Public Entity has supplied to the Council all other items that the Council may reasonably require.

ARTICLE VII MISCELLANEOUS

Section 7.01 Insurance. The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the Council under which the Council and the Public Entity are named as loss payees. If damages which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the Real Property and Facility. If the Public Entity elects to sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

The Council agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Public Entity shall have the Council named as an additional named insured therein.

The Public Entity may require a Counterparty to provide and maintain any or all of the insurance required under this Section; provided that the Public Entity continues to be responsible for the providing of such insurance in the event that the Counterparty fails to provide or maintain such insurance.

At the written request of either the Council or the Commissioner of MMB, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to provide and maintain the insurance required under this Section, then the Council may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature, and any funds expended by the Council to obtain or maintain such insurance shall be due and payable on demand by the Council and bear interest from the date of advancement by the Council at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the Council to obtain or maintain such insurance, and the Council's decision to not obtain or maintain such insurance shall not lessen the Public Entity's duty to obtain and maintain such insurance.

Section 7.02 Condemnation. If after the Public Entity has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04, then the Public Entity shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility, and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the remaining Real Property and, if applicable, Facility. If the Public Entity elects to sell its ownership interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the Council agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

Section 7.03 Use, Maintenance, Repair and Alterations. The Public Entity shall (i) keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Public Entity's ownership interest in the Real Property and, if applicable, Facility, is a leasehold interest, (vi) comply with the provisions of any easement if its ownership interest in the Real Property and, if applicable, Facility is by way of such easement, and (vii) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use contract.

The Public Entity shall not, without the written consent of the Council and the Commissioner of MMB, (a) permit or suffer the use of any of the Real Property or, if applicable, Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the State Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (e) commit or permit any waste or deterioration of the Real Property or, if applicable, Facility, (f) remove any fixtures or personal property from the Real Property or, if applicable, Facility, that was paid for with the proceeds of the Program Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property and, if applicable, Facility in accordance with the provisions contained in this Section, then the Council may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property and, if applicable, Facility and the Public Entity irrevocably authorizes and empowers the Council to enter upon the Real Property and, if applicable, Facility, to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility. Any actions taken or funds expended by the Council hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require the Council to take any action, incur any expense, or expend any funds, and the Council shall not be responsible for or liable to the Public Entity or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by the Council to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility shall be due and payable on demand by the Council and bear interest from the date of advancement by the Council at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

Section 7.04 Records Keeping and Reporting. The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and, if applicable, Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the State Program Enabling Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the Council, auditors for the Council, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

Section 7.05 Inspections by Council. Upon reasonable request by the Council and without interfering with the normal use of the Real Property and, if applicable, Facility, the Public Entity shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, Facility to allow the Council to inspect the Real Property and, if applicable, Facility.

Section 7.06 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the Program Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 Worker's Compensation. The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.

Section 7.09 Antitrust Claims. The Public Entity hereby assigns to the Council and the Commissioner of MMB all claims it may have for overcharges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable, Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 7.10 CONTENTS OF SECTION 7.10 HAVE BEEN DELIBERATELY OMITTED FROM THIS AGREEMENT.

Section 7.11 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the State Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the State Program on or in the Real Property and, if applicable, Facility.

Section 7.12 Liability. The Public Entity and the Council agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the Council and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Public Entity is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

Section 7.13 Indemnification by the Public Entity. The Public Entity shall bear all loss, expense (including attorneys’ fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the Council, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the Council, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the Council, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the Council, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the Council, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 7.14 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, the Council, or the Commissioner of MMB, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of the Council, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual relationship with the Council, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the Council, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Council, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

2660 Civic Center Drive
Roseville, MN 55113
Attention: Marc Culver

To the Council at:

Metropolitan Council
390 Robert Street North
St. Paul, MN 55101
Attention: Regional Administrator

To the Commissioner of MMB at:

Minnesota Department of Management and Budget
400 Centennial Office Bldg.
658 Cedar St.

St. Paul, MN 55155
Attention: Commissioner

Section 7.16 Binding Effect and Assignment or Modification. This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the Council, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the Council may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the Council unless such change or modification is in writing and signed by an authorized official of the party or against which such change or modification is to be imposed.

Section 7.17 Waiver. Neither the failure by the Public Entity, the Council, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the Council, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, the Council, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 Entire Agreement. This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the Council, and there are no other agreements, either oral or written, between the Public Entity and the Council on the subject matter hereof.

Section 7.19 Choice of Law and Venue. All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 7.20 Severability. If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 Time of Essence. Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.23 Matching Funds. The Public Entity must obtain and supply the following matching funds, if any, for the Project:

NONE

Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to the Commissioner of MMB whatever documentation the Commissioner of MMB may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of MMB.

Section 7.24 Source and Use of Funds. The Public Entity represents to the Council and the Commissioner of MMB that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- a. State funds including the Program Grant, identifying the source and amount of such funds.
- b. Matching funds, identifying the source and amount of such funds.
- c. Other funds supplied by the Public Entity, identifying the source and amount of such funds.
- d. Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- e. Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses that are to be reimbursed and paid from proceeds of the Program Grant may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner of MMB.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the Council and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the Council or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

The value of the Public Entity's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value

should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the State Program Enabling Legislation, be provided by either the Public Entity or a Counterparty under a Use Contract.

Section 7.25 Third-Party Beneficiary. The State Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the Council and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 7.26 Public Entity Tasks. Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 7.27 Council and Commissioner Required Acts and Approvals. The Council and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.28 Applicability to Real Property and Facility. This Agreement applies to the Public Entity's ownership interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's ownership interest in the Real Property.

Section 7.29 E-Verification. The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 7.30 Additional Requirements. The Public Entity and the Council agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

NONE

IN TESTIMONY HEREOF, the Public Entity and the Council have executed this General Obligation Bond Proceeds Grant Agreement End Grant for the Roseville Sanitary Sewer Project under the 2020 Municipal Inflow/Infiltration Grant Program on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

Roseville
a Minnesota Municipal corporation ("Grantee")

By: _____

Its: _____

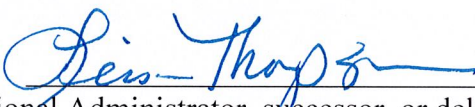
Dated: _____

And: _____

Its: _____

Dated: _____

METROPOLITAN COUNCIL:

By: 
Regional Administrator, successor, or delegate

Its: General Manager of Environmental Services

Dated: 5-31-2023

ATTACHMENT I TO GRANT AGREEMENT

State of Minnesota General Obligation Bond Financed DECLARATION

Declaration requirement waived – See attached waiver letter from commissioner of MMB

ATTACHMENT II TO GRANT AGREEMENT

LEGAL DESCRIPTION OF REAL PROPERTY

(For Projects for which a Certification is being submitted, use the description attached to the Certification submitted.)

ATTACHMENT I-A TO GRANT AGREEMENT

**State of Minnesota
General Obligation Bond Financed
CERTIFICATION**

See Attached Certification

EXHIBIT A
**LEGAL DESCRIPTION, NARRATIVE DESCRIPTION, OR MAP OF RESTRICTED
PROPERTY**

See Attached Maps

ATTACHMENT IV TO GRANT AGREEMENT
GRANT APPLICATION

See Attached



December 21, 2020

Matt Gsellmeier
MCES Budget Manager
Metropolitan Council
390 Robert St N
St. Paul, MN 55101

Via email: Matthew.Gsellmeier@metc.state.mn.us

Re: Waiver of Real Property Declaration – 2020 Metropolitan Cities Inflow and Infiltration Grants

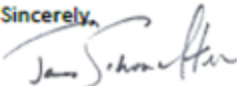
Dear Mr. Gsellmeier:

I have reviewed your letter dated December 18, 2020 requesting a waiver pursuant to Section 7.02(b) of the Fourth Order Amending Order of Commissioner of Finance dated July 30, 2012 (the "Commissioner's Order") of the requirement that a real property declaration be recorded in connection with grants to metropolitan-area cities to address inflow and infiltration into local sanitary sewer collection systems from the Metropolitan Council appropriation in Laws 2020, 5th Special Session, chapter 3, article 1, section 17, subdivision 2.

In response to your request, I waive the requirement that a declaration be recorded for the portion of such projects which lies entirely within public road, street and highway rights-of-way and utility easements. However, a declaration will need to be executed and recorded for any portion of a project which is on land outside of such areas.

Please note that this letter only waives the requirement that a declaration be recorded. The property will remain bond-financed property and subject to all the other requirements of Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

This waiver is conditional upon our receiving a signed copy of the bond-financed property Certification in the form which the Metropolitan Council has been using for its grants from prior I&I appropriations in which each grantee that receives a grant from this program acknowledges that the project property is bond-financed property and thus is subject to all the other requirements of Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

Sincerely,

Jim Schowalter
Commissioner

cc: Roger Behrens, MMB
Melissa Roberts, METC

THE NEXT PAGES INCLUDE ALL REQUIRED GRANT ATTACHMENTS

Metropolitan Council Environmental Services

2020 I/I Grant Program

Grant Application Form

NOTICE TO APPLICANTS: Submission of this application form confirms your city's intention to participate in the Metropolitan Council Environmental Services (MCES) 2020 State Bond Fund Municipal I/I Grant program (Grantee Program).

Applicants must review the Grantee Program Guidelines, along with the draft agreement that must be entered with the Metropolitan Council, can be found at the following link:

<http://www.metrocouncil.org/Wastewater-Water/Funding-Finance/Available-Funding-Grants.aspx>

Submission of all information requested herein is mandatory and becomes the basis for determining your city's Preliminary Minimum Allocation (PMA) and an estimated Final Reimbursement Amount (FRA) that will accompany the Letter of Intent all qualifying applicants will receive.

Grant agreements will be sent for signature simultaneously for all participants subsequent to receipt and review of all project information that will form each participant's final PMA and FRA.

City Name: Roseville

City Contact Info: 2660 Civic Center Drive
Roseville, MN 55113

Application Submitted by: Stephanie Smith

Application Email Address: stephanie.smith@cityofroseville.com

Application Submission date: April 15, 2021

Estimated Project Work Description

The City of Roseville plans to line approximately 9 miles of sanitary sewer main per year in 2021 and 2022 through its Sanitary Sewer Lining projects (21-06 and 22-06). City staff has reviewed televising reports to identify pipe segments where infiltration is present, indicated by leaks, mineral deposits, and cracks. Segments were identified across the entire City. As a part of the lining projects, staff and the contractor will review all services to ensure that only active services are re-opened. Lining the pipe will not only seal all cracks, leaking joints, and prevent future root intrusion, but will also eliminate service connections that are no longer in use.

The City has budgeted money each year for sanitary manhole lining or replacement based upon structural condition and the presence of I/I. Repairs on County Road B at Cohancy and Dale have been identified and will include replacement of pipe lines, manholes and castings in 2021. Smaller repairs such as casting replacements on sanitary manholes shall be incorporated as a part of the City's annual Pavement Management Project in 2021 and 2022.

One of the goals of the City's Surface Water Management Plan is to provide flood protection to the maximum extent practicable for all residents and structures. Three drainage projects for 2021 and 2022 include flood mitigation that will protect sanitary sewer manholes. These projects construct additional storage and/or increase stormwater conveyance volumes, thereby increasing the capacity of the existing system. Additionally, the Long Lake sanitary lift station rehabilitation scheduled for 2021-2022 includes flood mitigation through changes to the site layout and elevations. Portions of the site work will meet the intent of the grant to reduce inflows and infiltration into the sanitary system.

<u>Your Estimated Eligible I/I Costs:</u>	Project Costs		Project Costs Covered		Grant Eligible
Pipe Lining and Replacement	\$1,984,000	x 50% Covered	\$992,000	x 50% Grant Eligible	\$496,000
Pipe Joint Sealing and Chimney Seals	\$0	x 50% Covered	\$0	x 100% Grant Eligible	\$0
Manholes - Lining, Replacement	\$64,000	x 50% Covered	\$32,000	x 50% Grant Eligible	\$16,000
Manholes Sealing joints, casting, covers	\$62,000	x 50% Covered	\$31,000	x 100% Grant Eligible	\$31,000
Flood Mitigation	\$2,387,000	x 50% Covered	\$1,193,500	x 10% Grant Eligible	\$119,350
Cross Connection Elimination	\$0	x 50% Covered	\$0	x 100% Grant Eligible	\$0
	\$4,497,000		\$2,248,500		\$662,350

Non-Eligible I/I Work:

- Studies, investigations, or inspections
- Engineering costs
- Any improvements to privately owned infrastructure

Important Dates to Remember:

Eligible Work Dates

Start Date for Eligible Project Work

January 1, 2021

End Date for Eligible Project Work

December 31, 2022

Program Dates

Notice of approved grant program guidelines to cities, request applications

March 11, 2021

Grant Application due from cities

April 16, 2021

MCES sends Letter of Intent to program participants

April 30, 2021

Cities provide descriptions and pay claims for completed projects

March 31, 2023

MCES makes FRA determination, distributes grant agreements

May 1, 2023

Questions may be directed to the MCES I/I Grant Program Administrator:

Matt Gsellmeier, MCES I/I Grant Administrator

390 Robert Street North

St. Paul, MN 55101

17633670264

matthew.gsellmeier@metc.state.mn.us

2020 II GRANT PROGRAM COST VERIFICATION

FINAL COST INFORMATION FOR COMPLETED WORK



Completion of this form and submission of required attachments is the basis for entering into agreement with the Metropolitan Council on the 2020 II Grant Program. This form and its attachments verify that the community has finished I/I reduction projects, with costs eligible for reimbursement under the 2020 II Grant Program. Please send the completed form and required attachments to (electronic submission preferred):

Mail: Matthew Gsellmeier, MCES Finance and Revenue, 390 N. Robert Street St. Paul, MN 55101

Email: Matthew.Gsellmeier@metc.state.mn.us

Required Attachments:

Please attach and return the following items to Met Council by December 31, 2022

1. The Cost Verification Form **(This Form)**
2. One of the following that applies to your city's property situation:
 - o Attachment 1 to Grant Agreement – DECLARATION of Real Property, and Attachment II to Grant Agreement – Legal Description of Real Property, OR
 - o Attachment 1-A – CERTIFICATION pursuant to Waiver of Real Property Declaration for projects located under any right of way, and Exhibit A – LEGAL DESCRIPTION, NARRATIVE DESCRIPTION, OR MAP OF RESTRICTED PROPERTY
3. A city resolution authorizing application and execution of the grant agreement
4. A detailed breakdown of actual expenditures that tie-out to the project costs cited in the Cost Verification Form
 - o MCES may request additional documentation to verify expenditures.
5. Description of work completed.
6. Invoices or other documents that substantiate the cost of work completed.

Required Cost Verification Information:

City:	<u>Roseville</u>
County:	<u>Ramsey</u>
City Official/Title:	<u>Asst. City Engineer</u>
Phone#:	<u>651-792-7048</u>
Project Start Date:	<u>January 4, 2021</u>
Project End Date:	<u>December 31, 2022</u>

Were projects completed between January 1, 2021 and December 31, 2022 (Y/N): Y

In the space provided on the next page, please enter a summary of your eligible I/I reduction project(s) and costs. As a reminder, the following work is considered non-eligible under the I/I program:

- Studies, investigations, or inspections
- Any improvement to privately owned infrastructure

Enter a Summary of the Project(s) and Costs:

The City of Roseville lined approximately 9 miles of sanitary sewer main in 2021 and 2022 through its Sanitary Sewer Lining projects (21-06 and 22-06). City staff has reviewed televising reports to identify pipe segments where infiltration is present, indicated by leaks, mineral deposits, and cracks. Segments were identified across the entire City. As a part of the lining projects, staff and the contractor reviewed all services to ensure that only active services are re-opened. Lining the pipe will not only seal all cracks, leaking joints, and prevent future root intrusion, but will also eliminate service connections that are no longer in use. Please note, while the construction on the 2022 project is complete, the final payment has not yet been issued.

The City has budgeted money each year for sanitary manhole lining or replacement based upon structural condition and the presence of I/I. Repairs on County Road B at Cohansey and Dale (17-20) have been identified and will include replacement of pipe lines, manholes and castings in 2021. Smaller repairs such casting replacements on sanitary manholes shall be incorporated as a part of the City's annual Pavement Management Project in 2021 (21-04).

One of the goals of the City's Surface Water Management Plan is to provide flood protection to the maximum extent practicable for all residents and structures. Three drainage projects for 2021 and 2022 include flood mitigation (19-21, 20-07 and 22-04). These projects construct additional storage and/or increase stormwater conveyance volumes, thereby increasing the capacity of the existing system. Please note, the cost of haul and disposal of contaminated materials needed for construction of the underground storm, in the amount of \$192,866.52, is included in the project cost submittal.

Enter in column A the eligible I/I costs your city incurred between January 1, 2021 and December 31, 2022:

Type of work:	(A) Total Project	(B) Covered: 50% of Project Costs	(C) %Eligible for funding	(D) Amount Eligible For Grant Funding
1. Pipe lining and replacement:	$\$1,644,185 \times 50\% =$	\$822,093	$\times 50\% =$	\$411,046
2. Pipe joint sealing and chimney seals	$\$0 \times 50\% =$	\$0	$\times 100\% =$	\$0
3. Manholes - Lining, replacement	$\$17,583 \times 50\% =$	\$8,792	$\times 50\% =$	\$4,396
4. Manhole sealing joints, castings, covers	$\$30,547 \times 50\% =$	\$15,274	$\times 100\% =$	\$15,274
5. Flood Mitigation	$\$1,984,790 \times 50\% =$	\$992,395	$\times 10\% =$	\$99,240
6. Cross Connection Elimination	$\$0 \times 50\% =$	\$0	$\times 100\% =$	\$0
Total:	\$3,677,105	\$1,838,553		\$529,955

	17-20: CR B Utility	19-21: St. Rose of Lima*	20-07: RCD 4	21-04: 2021 PMP	21-06: Sanitary Lining	22-04: Simpson Underground	22-06: Sanitary Lining**	Project Total Costs	Grant Application Totals
Pipe Lining/Replacement	\$ 91,225.13				\$ 850,771.90		\$ 702,188.36	\$ 1,644,185.39	\$ 411,046.35
Pipe Joint Sealing, Chimney Seals								\$ -	\$ -
MH Lining/Replacement	\$ 17,582.84							\$ 17,582.84	\$ 4,395.71
MH Sealing joints, casting, covers	\$ 1,356.98			\$ 29,190.00				\$ 30,546.98	\$ 15,273.49
Flood Mitigation		\$ 364,401.67	\$ 1,370,555.75			\$ 249,833.00		\$ 1,984,790.42	\$ 99,239.52
Cross-Connection Elimination								\$ -	\$ -
	\$ 110,164.95	\$ 364,401.67	\$ 1,370,555.75	\$ 29,190.00	\$ 850,771.90	\$ 249,833.00	\$ 702,188.36	\$ 3,677,105.63	\$ 529,955.07

*Includes haul and disposal of contaminated material in amount of \$192,866.52 needed for construction of underground storm

**Project Work is completed. Final payment has not yet been issued. Most recent progress payment submitted for documentation



DEWATERING, INC.

14405 NORTHDAL BLVD
ROGERS MN 55374

For Payment ASAP

Bill To:

CITY OF ROSEVILLE
2660 CIVIC CENTER DRIVE
ROSEVILLE MN 55113

PH: (763) 428-2616

FAX: (763) 428-2671

INVOICE

Invoice No: 40966

Date: 10/4/2022

Due Date: 11/3/2022

Job No: 22-181

Description: ROSEVILLE

Job: ROSEVILLE

State: MN

PO #:

Quantity	ITEM	Description	Unit Price	Extended Price
		COUNTY ROAD B AND DALE STREET 24"		
		OUTSIDE DROP REPAIR		

600-05-50-00-2167-61-453000

Thank You For Your Business!

Invoice Amount 30,718.00

TAX 0.00

Amount Due: 30,718.00

Terms: NET 30



PH: (763) 428-2616
FAX: (763) 428-2671

INVOICE

Invoice No: 40966

Date: 10/4/2022

Due Date: 11/3/2022

Job No: 22-181

Description: ROSEVILLE

Job: ROSEVILLE

State: MN

PO #:

14405 NORTHDAL BLVD
ROGERS MN 55374

For Payment ASAP

Bill To:

CITY OF ROSEVILLE
2660 CIVIC CENTER DRIVE
ROSEVILLE MN 55113

Quantity	ITEM	Description	Unit Price	Extended Price
		COUNTY ROAD B AND DALE STREET 24" OUTSIDE DROP REPAIR		
1.00		BYPASS PUMPING SERVICES	30,718.00	30,718.00

600-05-50-00-2107-61-453000

Thank You For Your Business!

Invoice Amount 30,718.00

TAX 0.00

Amount Due: 30,718.00

Terms: NET 30



530 Dubois Avenue
PO Box 203
Mc Callsburg, Iowa 50154

Invoice

9/27/2022

5524

Phone # 515-434-2248

www.citsewer.com

City of Roseville
2164 Dale St N
Roseville, MN 55113

600-05-50-2107-61-453000 \$16,283.15

P.O. No.	Due Date	Project
	9/27/2022	

Description	Quantity	Rate	Amount
Drop Connection Repair			
Mobilization	1	10,512.00	10,512.00
CIPP Point Repair - 24" x 4'	1	3,971.15	3,971.15
Idle time for Patch Trailer	1.5	300.00	450.00
Idle time for TV Truck	1.5	300.00	450.00
Idle time for Jet Truck	1.5	300.00	450.00
Idle time for Cutter Trailer	1.5	300.00	450.00

\$16,283.15

E-mail

office@citsewer.com

CIT Sewer Solutions offers E-mailed Invoices and Credit Card payments. A Convenience Fee of 3% will be charged on all credit card payments. Please let us know if you would like to use these services.



Contract Number: 17-20
Pay Request Number: 2

Project Number	Project Description
17-20	County Rd. B & Cohansey Blvd. Sanitary Sewer

Contractor: SGP Contracting, Inc. 2878 37th St NW Maple Lake, MN 55358	Vendor Number: N/A Up To Date: 08/25/2021
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Contract Amount		Funds Encumbered	
Original Contract	\$298,932.28	Original	\$298,932.28
Contract Changes	\$0.00	Additional	N/A
Revised Contract	\$298,932.28	Total	\$298,932.28

Work Certified To Date	
Base Bid Items	\$142,061.38
Contract Changes	\$
Material On Hand	\$0.00
Total	\$142,061.38

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$4,937.00	\$142,061.38	\$7,103.07	\$130,268.16	\$4,690.15	\$134,958.31
Percent: Retained: 5%			Percent Complete: 47.52%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By:

Stephonie Smith

Project Engineer

Approved By:

Ferry Schurhsmer

Contractor

Date: *08/25/2021*

Date: *08/25/2021*

Approved By

Marcus Culver

Project Owner

RV Sanitary - \$4,690.15
Accounting code: 600-05-50-00-2107-61-453000

Date: *08/25/2021*



Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-08-19	\$137,124.38	\$6,856.22	\$130,268.16
2	2021-08-25	\$4,937.00	\$246.85	\$4,690.15

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Sanitary Sewer		\$142,061.38	\$7,103.07	\$130,268.16	\$4,690.15	\$134,958.31

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	Sanitary Sewer Utility Fund	\$4,690.15			\$134,958.31

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
17-20	1	2021.501	MOBILIZATION	LS	\$29,704.30	1	0	\$0.00	1	\$29,704.30
17-20	2	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	\$650.00	2	0	\$0.00	1	\$650.00
17-20	3	2104.502	REMOVE CASTING	EACH	\$100.00	2	0	\$0.00	1	\$100.00
17-20	4	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$5.78	20	0	\$0.00	0	\$0.00
17-20	5	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$3.41	630	0	\$0.00	345	\$1,176.45
17-20	6	2104.503	REMOVE SEWER PIPE (SANITARY)	L F	\$5.00	150	0	\$0.00	91	\$455.00
17-20	7	2104.503	REMOVE BITUMINOUS CURB	L F	\$4.91	50	0	\$0.00	0	\$0.00
17-20	8	2104.503	REMOVE CONCRETE CURB	L F	\$4.91	30	0	\$0.00	30	\$147.30
17-20	9	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$15.18	1020	0	\$0.00	265	\$4,022.70
17-20	10	2105.501	COMMON EXCAVATION (EV)	C Y	\$31.16	350	0	\$0.00	106.52	\$3,319.16
17-20	11	2105.504	GEOTEXTILE FABRIC TYPE 5	S Y	\$1.87	100	0	\$0.00	0	\$0.00
17-20	12	2105.507	SUBGRADE EXCAVATION (EV)	C Y	\$31.16	100	0	\$0.00	0	\$0.00
17-20	13	2105.507	SELECT GRANULAR BORROW (CV)	C Y	\$37.59	100	0	\$0.00	0	\$0.00



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
17-20	14	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$160.00	5	0	\$0.00	0	\$0.00
17-20	15	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$47.91	300	0	\$0.00	106.52	\$5,103.37
17-20	16	2231.509	BITUMINOUS PATCHING MIXTURE	TON	\$118.65	370	0	\$0.00	0	\$0.00
17-20	17	2232.501	EDGE MILL BITUMINOUS SURFACE	S Y	\$7.46	20	0	\$0.00	0	\$0.00
17-20	18	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$7.35	80	0	\$0.00	0	\$0.00
17-20	19	2451.609	PIPE BEDDING MATERIAL	TON	\$36.03	30	0	\$0.00	31.4	\$1,131.34
17-20	20	2503.503	10" PVC PIPE SEWER	L F	\$115.60	110	0	\$0.00	75	\$8,670.00
17-20	21	2503.512	8" PVC PIPE SDR 35	L F	\$254.50	40	0	\$0.00	50	\$12,725.00
17-20	22	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$1,804.38	3	0	\$0.00	3	\$5,413.14
17-20	23	2503.602	CONNECT TO EXISTING MANHOLES (SAN)	EACH	\$1,880.70	3	0	\$0.00	2	\$3,761.40
17-20	24	2504.601	TEMPORARY BYPASS PUMPING	L S	\$32,546.80	1	0	\$0.00	0.75	\$24,410.10
17-20	26	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$13,546.16	1	0	\$0.00	0	\$0.00
17-20	29	2506.502	INSTALL CASTING	EACH	\$830.00	1	0	\$0.00	1	\$830.00
17-20	30	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	\$787.95	9	0	\$0.00	9	\$7,091.55
17-20	31	2506.516	MANHOLE CASTING R-1733	EACH	\$426.98	1	0	\$0.00	1	\$426.98
17-20	32	2506.603	CONSTRUCT 8" OUTSIDE DROP	L F	\$1,285.85	2	0	\$0.00	2	\$2,571.70
17-20	33	2506.603	CONSTRUCT 24" OUTSIDE DROP	L S	\$49,698.96	1	0	\$0.00	0	\$0.00
17-20	34	2506.603	CONSTRUCT 8" INSIDE DROP	L S	\$4,697.89	1	0	\$0.00	1	\$4,697.89
17-20	35	2531.503	CONCRETE CURB & GUTTER DESIGN B624	L F	\$50.00	30	0	\$0.00	0	\$0.00
17-20	36	2563.601	TRAFFIC CONTROL	LS	\$14,825.00	1	0.3330185498	\$4,937.00	1.3330185498	\$19,762.00
17-20	37	2573.501	EROSION CONTROL SUPERVISOR	LS	\$2,500.00	1	0	\$0.00	1	\$2,500.00



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
17-20	38	2573.502	STORM DRAIN INLET PROTECTION TYPE A	EACH	\$325.00	8	0	\$0.00	8	\$2,600.00
17-20	39	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	L F	\$4.95	200	0	\$0.00	160	\$792.00
17-20	40	2575.604	TURF ESTABLISHMENT WITH SEED AND BLANKET	S Y	\$7.00	100	0	\$0.00	0	\$0.00
17-20	41	2582.503	4" SOLID LINE PAINT	L F	\$1.79	100	0	\$0.00	0	\$0.00
17-20	42	2582.503	4" BROKEN LINE PAINT	L F	\$1.79	20	0	\$0.00	0	\$0.00
17-20	43	2582.503	4" DBLE SOLID LINE PAINT	L F	\$3.57	110	0	\$0.00	0	\$0.00
17-20	44	2582.518	PAVT MSSG PAINT	S F	\$6.09	20	0	\$0.00	0	\$0.00
17-20	45	2582.518	CROSSWALK PAINT	S F	\$5.15	150	0	\$0.00	0	\$0.00
Base Bid Totals:								\$4,937.00		\$142,061.38

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
17-20	BASE BID	\$4,937.00	\$142,061.38

Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:										\$		\$

Contract Total	\$142,061.38
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments



CITY OF ROSEVILLE
2660 Civic Center Dr
Roseville, MN 55113

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining



CITY OF ROSEVILLE
2660 Civic Center Dr
Roseville, MN 55113

Page 1 of 6

Contract Number: 19-21
Pay Request Number: 3

Project Number	Project Description
19-21	St. Rose of Lima Drainage Improvements

Contractor: OMG Midwest Inc. dba Minnesota Paving & Materials 14475 Quiram Drive Rogers, MN 55374	Vendor Number: 20 Up To Date: 01/24/2022
---	---

Contract Amount		Funds Encumbered	
Original Contract	\$535,616.52	Original	\$535,616.52
Contract Changes	\$250,042.78	Additional	N/A
Revised Contract	\$785,659.30	Total	\$535,616.52

Work Certified To Date	
Base Bid Items	\$375,134.73
Contract Changes	\$434,670.07
Material On Hand	\$0.00
Total	\$809,804.80

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$14,810.54	\$809,804.80	\$0.00	\$755,244.55	\$54,560.25	\$809,804.80
Percent: Retained: 0%			Percent Complete: 103.07%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By:

Ed Kieger

Project Engineer

01/25/2022

Date

Approved By:

Jesse Treihsmmer

Contractor

04/04/2022

Date

Approved By

Marcus Culver

Project Owner

04/04/2022

Date



Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-09-09	\$319,084.65	\$15,954.23	\$303,130.42
2	2021-12-14	\$475,909.61	\$23,795.48	\$452,114.13
3	2022-01-24	\$14,810.54	(\$39,749.71)	\$54,560.25

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Storm Sewer		\$439,889.02	\$0.00	\$511,097.28	(\$71,208.26)	\$439,889.02
Watershed		\$369,915.78	\$0.00	\$244,147.27	\$125,768.51	\$369,915.78

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
640-08-64-00-1921-64-453000	Local - Storm Sewer	(\$71,208.26)	\$0.00	\$7,094.90	\$439,889.02
640-08-64-00-1921-64-453000	Watershed District	\$125,768.51	\$0.00	\$160,404.30	\$369,915.78

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
19-21	1	2021.501	MOBILIZATION	LS	\$21,285.82	1	0	\$0.00	1	\$21,285.82
19-21	2	2101.524	CLEARING	TREE	\$237.67	4	0	\$0.00	4	\$950.68
19-21	3	2101.524	GRUBBING	TREE	\$147.41	4	0	\$0.00	4	\$589.64
19-21	4	2101.602	TRIM TREE	EACH	\$185.52	6	0	\$0.00	6	\$1,113.12
19-21	5	2104.502	REMOVE CONCRETE APRON	EACH	\$94.88	2	0	\$0.00	4	\$379.52
19-21	6	2104.502	REMOVE BOLLARDS	EACH	\$104.39	6	0	\$0.00	6	\$626.34
19-21	7	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	\$300.85	5	0	\$0.00	5	\$1,504.25
19-21	8	2104.502	SALVAGE TOPSOIL	S Y	\$3.01	212	0	\$0.00	212	\$638.12
19-21	9	2104.502	SALVAGE BASKETBALL HOOP	EACH	\$1,002.82	2	0	\$0.00	2	\$2,005.64
19-21	10	2104.502	SALVAGE SIGN	EACH	\$78.29	12	0	\$0.00	12	\$939.48
19-21	11	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$2.31	410	0	\$0.00	408	\$942.48
19-21	12	2104.503	REMOVE SEWER PIPE (STORM)	L F	\$15.04	350	0	\$0.00	350	\$5,264.00



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
19-21	13	2104.503	REMOVE CONCRETE CURB	L F	\$6.40	703	0	\$0.00	701	\$4,486.40
19-21	14	2104.503	REMOVE CONCRETE PARKING STOPS	L F	\$5.59	56	0	\$0.00	57	\$318.63
19-21	15	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$4.66	1180	0	\$0.00	1096	\$5,107.36
19-21	16	2105.501	COMMON EXCAVATION (EV)	C Y	\$30.08	50	0	\$0.00	50	\$1,504.00
19-21	17	2105.501	SOIL LOOSENING	S Y	\$2.51	434	0	\$0.00	434	\$1,089.34
19-21	18	2105.501	COMMON EXCAVATION OF PAVEMENT SUBBASE	C Y	\$30.19	275	0	\$0.00	40	\$1,207.60
19-21	19	2105.603	ROCK CONSTRUCTION ENTRANCE	EACH	\$1.22	1	0	\$0.00	1	\$1.22
19-21	20	2112.501	AGGREGATE GRADING AND COMPACTION	S Y	\$1.02	13300	0	\$0.00	13300	\$13,566.00
19-21	21	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$0.01	15	0	\$0.00	15	\$0.15
19-21	22	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$34.54	200	0	\$0.00	23	\$794.42
19-21	23	2231.509	BITUMINOUS PATCHING MIXTURE	TON	\$169.01	20	0	\$0.00	31.34	\$5,296.77
19-21	24	2232.504	MILL BITUMINOUS SURFACE	S Y	\$2.31	13300	0	\$0.00	13300	\$30,723.00
19-21	25	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$0.01	960	0	\$0.00	800	\$8.00
19-21	26	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3;B)	TON	\$66.25	0	0	\$0.00	0	\$0.00
19-21	27	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3;B)	TON	\$63.04	0	0	\$0.00	0	\$0.00
19-21	28	2502.602	6" PVC PIPE DRAIN CLEANOUT	EACH	\$250.71	1	0	\$0.00	1	\$250.71
19-21	29	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$100.28	4	0	\$0.00	2	\$200.56
19-21	30	2503.602	INSPECTION HOLE	EACH	\$1,203.39	2	0	\$0.00	2	\$2,406.78
19-21	31	2503.603	6" HDPE PIPE SEWER	L F	\$13.04	100	0	\$0.00	100	\$1,304.00
19-21	32	2503.603	12" HDPE PIPE SEWER	L F	\$17.05	530	0	\$0.00	436	\$7,433.80
19-21	33	2506.502	INSTALL CASTING	EACH	\$696.26	7	0	\$0.00	5	\$3,481.30



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
19-21	34	2506.503	CONST DRAINAGE STRUCTURE DESIGN C	L F	\$521.47	5	0	\$0.00	6.88	\$3,587.71
19-21	35	2506.503	CONSTRUCT CATCH BASIN	L F	\$376.06	7	0	\$0.00	16.73	\$6,291.48
19-21	36	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	\$485.37	11	0	\$0.00	25.55	\$12,401.20
19-21	37	2506.516	MANHOLE CASTING R-1733	EACH	\$316.89	1	2	\$633.78	2	\$633.78
19-21	38	2506.516	MANHOLE CASTING R-3067-V	EACH	\$451.27	3	5	\$2,256.35	5	\$2,256.35
19-21	39	2506.516	MANHOLE CASTING R-4342	EACH	\$260.73	2	2	\$521.46	5	\$1,303.65
19-21	40	2506.601	UNDERGROUND STORAGE SYSTEM	L S	\$136,584.39	1	0	\$0.00	1	\$136,584.39
19-21	41	2521.518	4" CONCRETE WALK	S F	\$9.22	100	0	\$0.00	180	\$1,659.60
19-21	42	2531.503	CONCRETE CURB & GUTTER DESIGN B612	L F	\$20.80	1407	264	\$5,491.20	1573	\$32,718.40
19-21	43	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$34.50	50	17	\$586.50	225	\$7,762.50
19-21	45	2531.602	ADA PEDESTRIAN CURB RAMP	EACH	\$1,526.29	1	0	\$0.00	1	\$1,526.29
19-21	46	2540.601	INSTALL BASKETBALL HOOP	EACH	\$1,504.23	2	0	\$0.00	2	\$3,008.46
19-21	47	2563.601	TRAFFIC CONTROL	LS	\$1,504.23	1	0	\$0.00	1	\$1,504.23
19-21	48	2564.502	INSTALL HANDICAP PARKING SIGN	EACH	\$2,963.34	4	0	\$0.00	4	\$11,853.36
19-21	49	2571.524	DECIDUOUS TREE 1.5" CAL B&B	TREE	\$651.83	11	0	\$0.00	11	\$7,170.13
19-21	50	2571.525	DECIDUOUS SHRUB NO 2 CONT	SHRB	\$59.17	106	0	\$0.00	106	\$6,272.02
19-21	51	2571.527	PERENNIAL NO 1 CONT	PLT	\$30.08	228	0	\$0.00	228	\$6,858.24
19-21	52	2573.501	EROSION CONTROL SUPERVISOR	LS	\$0.01	1	0	\$0.00	1	\$0.01
19-21	53	2573.502	STORM DRAIN INLET PROTECTION TYPE B	EACH	\$150.42	3	0	\$0.00	0	\$0.00
19-21	54	2573.502	STORM DRAIN INLET PROTECTION TYPE A	EACH	\$150.42	7	0	\$0.00	8	\$1,203.36
19-21	55	2573.502	CONCRETE WASHOUT	EACH	\$0.01	1	0	\$0.00	1	\$0.01



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
19-21	56	2573.503	SILT FENCE; TYPE HI	L F	\$3.26	612	0	\$0.00	612	\$1,995.12
19-21	57	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	L F	\$3.01	214	0	\$0.00	360	\$1,083.60
19-21	58	2574.507	BOULEVARD TOPSOIL BORROW	C Y	\$30.08	160	0	\$0.00	98	\$2,947.84
19-21	59	2575.513	SHREDDED HARDWOOD MULCH	CY	\$65.18	15	0	\$0.00	15	\$977.70
19-21	61	2575.604	TURF ESTABLISHMENT WITH SEED AND BLANKET	S Y	\$2.51	2461	0	\$0.00	2461	\$6,177.11
19-21	62	2582.518	PAVEMENT STRIPING	L S	\$2,423.83	1	0	\$0.00	0.8	\$1,939.06
Base Bid Totals:								\$9,489.29		\$375,134.73

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
19-21	Base Bid	\$9,489.29	\$375,134.73

Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
19-21	CO	1	63	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3;C)	TON	\$74.45	1120	0	\$0.00	1234.25	\$91,889.91
19-21	CO	1	64	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3;C)	TON	\$71.24	1480	0	\$0.00	1601.03	\$114,057.38
19-21	CO	2	65	2123.610	Additional Street Sweeper (With Pickup Broom)	L S	\$1,500.00	1	0	\$0.00	1	\$1,500.00
19-21	CO	2	66	2563.601	ADDITIONAL TRAFFIC CONTROL	L S	\$2,153.86	1	0	\$0.00	1	\$2,153.86
19-21	CO	2	67	2582.518	PAVEMENT STRIPING	L S	\$1,103.00	1	0	\$0.00	1	\$1,103.00
19-21	CO	3	68	2105.501	COMMON EXCAVATION OF PAVEMENT SUBBASE	C. Y.	(\$15.50)	345	0	\$0.00	345	(\$5,347.50)
19-21	CO	3	69	2105.609	HAUL & DISPOSE OF CONTAMINATED MATERIAL	TON	\$92.40	2087.3	0	\$0.00	2087.3	\$192,866.52
19-21	CO	3	70	2106.507	COMMON BORROW (LV)	C Y	\$16.50	562	0	\$0.00	562	\$9,273.00



Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
19-21	CO	3	71	2123.610	TRUCK	HOURL	\$133.10	32	0	\$0.00	32	\$4,259.20
19-21	CO	3	72	2123.610	TRACTOR MOUNTED BACKHOE	HOURL	\$253.00	10	0	\$0.00	10	\$2,530.00
19-21	CO	3	73	2123.510	COMMON LABORERS	HOURL	\$102.30	12	0	\$0.00	12	\$1,227.60
19-21	CO	3	74	2104.505	SUPERVISOR WITH PICKUP AND TOOLS	HR	\$165.00	15	0	\$0.00	15	\$2,475.00
19-21	CO	3	75	2506.602	MOBILIZATION OF ADDITIONAL EQUIPMENT FOR STOCKPILE RELOCATION	LS	\$1,650.00	1	0	\$0.00	1	\$1,650.00
19-21	CO	3	76	2105.604	COVER CONTAMINATED MATERIAL STOCKPILE WITH PLASTIC LINER AND BIOLOGS	L. S.	\$1,460.85	1	0	\$0.00	1	\$1,460.85
19-21	CO	3	77	2104.602	SEAL WELL SHAFT	EACH	\$8,250.00	1	0	\$0.00	1	\$8,250.00
19-21	CO	4	78	2531.604	6" CONCRETE VALLEY GUTTER	S Y	\$125.00	42.57	42.57	\$5,321.25	42.57	\$5,321.25
Contract Change Totals:										\$5,321.25		\$434,670.07

Contract Total	\$809,804.80
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date
4	Reinforced Valley Gutters	\$5,321.25	\$5,321.25
1	Replace B oil with C oil	\$0.00	\$205,947.29
2	This change order covers 3 items: Additional Sweeping, Striping and Traffic Control	\$0.00	\$4,756.86
3	This Change Order covers the contaminated material disposal.	\$0.00	\$218,644.67

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining



CITY OF ROSEVILLE
2660 Civic Center Dr
Roseville, MN 55113

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Contract Number: 20-07
Pay Request Number: 9

Project Number	Project Description
20-07	RCD Storm Sewer Ditch Replacement and Trail

Contractor: Meyer Contracting Inc. 11000 93rd Avenue North Maple Grove, MN 55369	Vendor Number: N/A Up To Date: 03/10/2022
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Contract Amount		Funds Encumbered	
Original Contract	\$3,910,845.28	Original	\$3,910,845.28
Contract Changes	\$-1,394,735.84	Additional	N/A
Revised Contract	\$2,516,109.44	Total	\$3,910,845.28

Work Certified To Date	
Base Bid Items	\$2,627,588.71
Contract Changes	\$134,339.18
Material On Hand	\$0.00
Total	\$2,761,927.89

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$0.00	\$2,761,927.89	\$0.00	\$2,751,927.89	\$10,000.00	\$2,761,927.89
Percent: Retained: 0%			Percent Complete: 109.77%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By:

Jesse Freihammer

Project Engineer

03/31/2022

Date

Approved By:

Haven Shaw

Contractor

04/01/2022

Date

Approved By

Marcus Culver

Project Owner

04/27/2022

Date



Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-05-17	\$112,382.70	\$5,619.14	\$106,763.56
2	2021-05-31	\$696,989.23	\$34,849.46	\$662,139.77
3	2021-07-07	\$821,279.83	\$41,063.99	\$780,215.84
4	2021-08-04	\$338,677.12	\$16,933.85	\$321,743.27
5	2021-09-02	\$286,460.75	\$14,323.04	\$272,137.71
6	2021-10-06	\$346,666.08	\$17,333.31	\$329,332.77
7	2021-11-18	\$127,149.35	(\$120,122.79)	\$247,272.14
8	2021-12-08	\$32,322.83	\$0.00	\$32,322.83
9	2022-03-10	\$0.00	(\$10,000.00)	\$10,000.00

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Pathway		\$489,177.75	\$0.00	\$487,406.61	\$1,771.14	\$489,177.75
Storm Sewer		\$2,272,750.14	\$0.00	\$2,264,521.28	\$8,228.86	\$2,272,750.14

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
640-08-54-00-2007-64-453000	Local / Other[1]	\$10,000.00	\$2,516,109.44	\$3,910,845.28	\$2,761,927.89

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
20-07	2	2503.503	84" SRPE PIPE SEWER	L F	\$610.96	1	0	\$0.00	0	\$0.00
20-07	3	2021.501	MOBILIZATION	LS	\$16,744.00	1	0	\$0.00	1	\$16,744.00
20-07	4	2101.505	CLEARING (P)	ACRE	\$23,026.00	3.8	0	\$0.00	3.8	\$87,498.80
20-07	5	2104.502	REMOVE 78" FES AND 6' X 10' WINGWALL	EACH	\$1,408.00	2	0	\$0.00	2	\$2,816.00
20-07	6	2104.502	REMOVE FLARED END SECTION	EACH	\$318.00	7	0	\$0.00	5	\$1,590.00
20-07	7	2104.503	SAWING BITUMINOUS PAVEMENT	L F	\$3.90	129	0	\$0.00	138.5	\$540.15
20-07	8	2104.503	REMOVE PIPE CULVERTS	L F	\$29.25	26	0	\$0.00	113	\$3,305.25
20-07	9	2104.503	REMOVE CURB & GUTTER	L F	\$8.50	113	0	\$0.00	125	\$1,062.50
20-07	10	2104.504	REMOVE CONCRETE MEDIAN	S Y	\$14.50	13	0	\$0.00	19	\$275.50
20-07	11	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$8.70	53	0	\$0.00	21	\$182.70



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
20-07	12	2105.507	SUBGRADE EXCAVATION	C Y	\$41.00	100	0	\$0.00	0	\$0.00
20-07	13	2106.507	EXCAVATION - COMMON	C Y	\$5.40	1472	0	\$0.00	1472	\$7,948.80
20-07	14	2106.507	COMON EMBANKMENT (LV)	C Y	\$5.00	31290	0	\$0.00	27960	\$139,800.00
20-07	15	2106.507	COMMON BORROW (LV)	C Y	\$18.75	5500	0	\$0.00	14028	\$263,025.00
20-07	16	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$155.00	5	0	\$0.00	16	\$2,480.00
20-07	17	2130.523	WATER	MGAL	\$80.00	10	0	\$0.00	106	\$8,480.00
20-07	18	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$57.50	537	0	\$0.00	547	\$31,452.50
20-07	19	2231.604	BITUMINOUS PATCH SPECIAL	S Y	\$86.00	53	0	\$0.00	53	\$4,558.00
20-07	20	2360.504	TYPE SP 9.5 WEAR CRS MIX(3;B) 3.0" THICK	S Y	\$14.00	2457	0	\$0.00	2553	\$35,742.00
20-07	21	2412.503	CONST 14X6 CONCRETE BOX MH	EACH	\$36,736.00	1	0	\$0.00	1	\$36,736.00
20-07	22	2503.503	12" PVC PIPE SEWER	L F	\$76.25	13	0	\$0.00	21	\$1,601.25
20-07	23	2503.503	24" RC PIPE SEWER CLASS V	L F	\$145.50	8	0	\$0.00	15	\$2,182.50
20-07	24	2503.503	48" RC PIPE SEWER	L F	\$267.00	20	0	\$0.00	20	\$5,340.00
20-07	25	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$741.00	10	0	\$0.00	10	\$7,410.00
20-07	26	2503.603	12" HDPE PIPE SEWER	L F	\$63.25	43	0	\$0.00	108	\$6,831.00
20-07	27	2503.603	15" HDPE PIPE SEWER	L F	\$48.00	107	0	\$0.00	60	\$2,880.00
20-07	28	2503.603	18" HDPE PIPE SEWER	L F	\$77.25	76	0	\$0.00	78	\$6,025.50
20-07	29	2503.603	24" HDPE PIPE SEWER	L F	\$137.00	7	0	\$0.00	23	\$3,151.00
20-07	30	2505.601	UTILITY COORDINATION	L S	\$3,782.00	1	0	\$0.00	1	\$3,782.00
20-07	31	2506.503	CONSTRUCT CATCH BASIN	EACH	\$2,178.00	3	0	\$0.00	2	\$4,356.00
20-07	32	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	\$3,810.00	1	0	\$0.00	2	\$7,620.00



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
20-07	33	2506.503	CONST DRAINAGE STRUCTURE DES 120-4020	EACH	\$32,610.00	1	0	\$0.00	1	\$32,610.00
20-07	34	2506.603	CONSTRUCT 48" MH ACCESS RISER	EACH	\$3,295.00	4	0	\$0.00	4	\$13,180.00
20-07	35	2521.518	4" CONCRETE WALK	S F	\$5.80	1100	0	\$0.00	1758	\$10,196.40
20-07	36	2521.518	6" CONCRETE WALK	S F	\$11.25	160	0	\$0.00	668	\$7,515.00
20-07	37	2521.518	6" CONCRETE WALK SPECIAL	S F	\$21.75	1225	0	\$0.00	786	\$17,095.50
20-07	38	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$29.25	113	0	\$0.00	132	\$3,861.00
20-07	39	2531.618	TRUNCATED DOMES	S F	\$70.00	24	0	\$0.00	94	\$6,580.00
20-07	40	2540.602	WASTE RECEPTACLE	EACH	\$2,933.00	3	0	\$0.00	0	\$0.00
20-07	41	2540.602	BENCH	EACH	\$1,650.00	3	0	\$0.00	0	\$0.00
20-07	42	2545.502	LIGHTING UNIT TYPE SPECIAL 1	EACH	\$5,450.00	19	0	\$0.00	19	\$103,550.00
20-07	43	2545.502	LIGHTING UNIT TYPE SPECIAL 2	EACH	\$7,890.00	8	0	\$0.00	8	\$63,120.00
20-07	44	2545.502	LIGHT FOUNDATION DESIGN E MODIFIED	EACH	\$985.00	27	0	\$0.00	27	\$26,595.00
20-07	45	2545.502	SERVICE CABINET -TYPE L1	EACH	\$5,025.00	1	0	\$0.00	1	\$5,025.00
20-07	46	2545.502	SERVICE EQUIPMENT	EACH	\$2,225.00	1	0	\$0.00	1	\$2,225.00
20-07	47	2545.502	EQUIPMENT PAD B	EACH	\$875.00	1	0	\$0.00	1	\$875.00
20-07	48	2545.503	1.5" NON-METALLIC CONDUIT	L F	\$4.70	4258	0	\$0.00	4650	\$21,855.00
20-07	49	2545.503	UNDERGROUND WIRE 1/C 6 AWG	L F	\$1.50	21000	0	\$0.00	20432	\$30,648.00
20-07	50	2557.603	INSTALL CONSTRUCTION FENCE	L F	\$4.40	450	0	\$0.00	0	\$0.00
20-07	51	2563.601	TRAFFIC CONTROL	LS	\$2,200.00	1	0	\$0.00	1	\$2,200.00
20-07	52	2564.518	SIGN PANELS TYPE C	S F	\$37.00	34	0	\$0.00	34	\$1,258.00
20-07	53	2564.518	SIGN PANELS TYPE SPECIAL	EACH	\$150.00	2	0	\$0.00	2	\$300.00



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
20-07	54	2571.524	DECIDUOUS TREE 2.5" CAL B&B	TREE	\$541.00	83	0	\$0.00	70	\$37,870.00
20-07	55	2571.524	ORNAMENTAL TREE 2" CAL B&B	TREE	\$405.00	128	0	\$0.00	74	\$29,970.00
20-07	56	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$5,720.00	1	0	\$0.00	1	\$5,720.00
20-07	57	2573.501	EROSION CONTROL SUPERVISOR	LS	\$7,529.00	1	0	\$0.00	1	\$7,529.00
20-07	58	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$175.00	13	0	\$0.00	8	\$1,400.00
20-07	59	2573.503	SILT FENCE; TYPE MS	L F	\$2.30	1350	0	\$0.00	0	\$0.00
20-07	60	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	\$4.00	2000	0	\$0.00	409	\$1,636.00
20-07	61	2573.601	TEMPORARY EROSION CONTROL	ACRE	\$625.00	4.7	0	\$0.00	0	\$0.00
20-07	62	2574.507	COMMON TOPSOIL BORROW (LV)	C Y	\$32.75	500	0	\$0.00	5076	\$166,239.00
20-07	63	2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	\$2.00	20330	0	\$0.00	17327.43	\$34,654.86
20-07	64	2575.508	SEED MIXTURE 35-221	LB	\$21.50	170	0	\$0.00	146	\$3,139.00
20-07	65	2571.525	DECIDUOUS SHRUB NO 5 CONT	SHRB	\$49.50	10	0	\$0.00	0	\$0.00
20-07	66	2571.527	PERENNIAL NO 1 CONT	PLT	\$39.50	22	0	\$0.00	76	\$3,002.00
20-07	67	2503.503	84" RC PIPE SEWER CLASS II	L F	\$509.50	2438	0	\$0.00	2435	\$1,240,632.50
20-07	68	2105.601	WATER CONTROL	L S	\$51,691.00	1	0	\$0.00	1	\$51,691.00
20-07	69	2105.501	REMOVE AND DISPOSE OF DEBRIS	CY	\$59.25	30	0	\$0.00	0	\$0.00
20-07	70	2105.504	GEOTEXTILE FABRIC TYPE 5	S Y	\$3.00	100	0	\$0.00	0	\$0.00
Base Bid Totals:								\$0.00		\$2,627,588.71

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
20-07	Alternate Bid A	\$0.00	\$1,240,632.50
20-07	Alternate Bid B	\$0.00	\$0.00
20-07	Base Bid	\$0.00	\$1,386,956.21



Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
20-07	CO	1	71	2545.602	HOLD POWER POLE	EACH	\$643.50	6	0	\$0.00	5	\$3,217.50
20-07	CO	1	72	2575.560	HYDROMULCH, BONDED FIBER MATRIX	L B	\$1.21	2800	0	\$0.00	11000	\$13,310.00
20-07	CO	1	73	2575.560	HYDROMULCH, TYPE 6	L B	\$1.10	8400	0	\$0.00	2500	\$2,750.00
20-07	CO	2	74	2573.607	ROCK DITCH CHECK	L S	\$12,000.00	1	0	\$0.00	0.2579	\$3,094.80
20-07	CO	3	75	2506.503	CONSTRUCT DRAINAGE STRUCTURE DES 144-4020	EACH	\$46,599.77	1	0	\$0.00	1	\$46,599.77
20-07	CO	4	76	2506.503	CONSTRUCT 30" DIA. CATCH BASIN	EACH	\$2,199.39	3	0	\$0.00	3	\$6,598.17
20-07	CO	4	77	2506.503	CONSTRUCT 30" DIA. CATCH BASIN	EACH	\$2,203.67	1	0	\$0.00	1	\$2,203.67
20-07	CO	5	78	2545.602	DOWN GUY GUARD & ANCHOR	EACH	\$605.00	1	0	\$0.00	1	\$605.00
20-07	CO	6	79	2506.602	CONTRACTOR DOWN TIME DUE TO DEVELOPER ACTIVITIES ONSITE	L S	\$4,292.22	1	0	\$0.00	1	\$4,292.22
20-07	CO	7	80	2545.503	1.5" NON-METALLIC COND(DIRECTIONAL BORE)	L F	\$19.25	442	0	\$0.00	442	\$8,508.50
20-07	CO	8	81	2531.503	CONCRETE CURB & GUTTER DESIGN B624	L F	\$37.68	58	0	\$0.00	74	\$2,787.95
20-07	CO	8	82	2472.502	COUPLERS (REINFORCEMENT BARS) T-4	EACH	\$27.50	30	0	\$0.00	60	\$1,650.00
20-07	CO	8	83	2301.504	CONCRETE PAVEMENT 8.0"	S Y	\$204.93	34	0	\$0.00	41.1	\$8,422.62
20-07	CO	10	84	2502.602	12" CLEANOUT W/COVER	EACH	\$385.12	1	0	\$0.00	1	\$385.12
20-07	CO	11	85	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$3,304.65	1	0	\$0.00	1	\$3,304.65
20-07	CO	12	86	2101.505	GRUBBING	L S	\$8,473.00	1	0	\$0.00	1	\$8,473.00
20-07	CO	13	87	2571.524	RELOCATE TREE	EACH	\$550.00	2	0	\$0.00	2	\$1,100.00
20-07	CO	14	88	2104.509	REMOVE PIPE SEWERS AND BULKHEAD CONNECTION	L S	\$1,874.00	1	0	\$0.00	1	\$1,874.00



Contract Change Item Status

Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
20-07	CO	15	89	2105.601	SWALE GRADING	L S	\$1,971.00	1	0	\$0.00	1	\$1,971.00
20-07	CO	16	90	2105.601	SITE GRADING	LS	\$2,342.06	1	0	\$0.00	1	\$2,342.06
20-07	CO	17	91	2104.503	Sawing Concrete Pavement	L S	\$439.32	1	0	\$0.00	1	\$439.32
20-07	CO	18	92	2575.508	SEED MIXTURE 25-151	LB	\$9.90	150	0	\$0.00	150	\$1,485.00
20-07	CO	19	93	2545.501	CONDUIT EXTENSION FOR CONNECTION	L S	\$1,567.50	1	0	\$0.00	1	\$1,567.50
20-07	CO	20	94	2011.601	DESIGN & CONSTRUCT	LS	\$7,357.33	1	0	\$0.00	1	\$7,357.33
Contract Change Totals:										\$0.00		\$134,339.18

Contract Total	\$2,761,927.89
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Contract Change Totals

Number	Description	Amount This Request	Amount To Date
17	Additional Concrete Sawcutting	\$0.00	\$439.32
8	Replace B624 curb and gutter and 8" thick concrete pavement at County Rd. C	\$0.00	\$12,860.57
4	Upsize CB 11+21, CB 16+26, and CB 22+17 from 27" diameter to 30" diameter	\$0.00	\$8,801.84
5	Relocate Power Pole Guy Wire at Approximately Station 12+00	\$0.00	\$605.00
11	Connect existing 12" unknown storm drain at Tile Shop parking lot to new storm sewer line.	\$0.00	\$3,304.65
12	Remove and dispose of stumps	\$0.00	\$8,473.00
6	Contractor down time due to Developer activities onsite	\$0.00	\$4,292.22
7	Directional bore for 1.5" non-metallic conduit	\$0.00	\$8,508.50
1	Hold Power Pole. Hydromulch, Bonded Fiber Matrix Hydromulch, Type 6	\$0.00	\$19,277.50
2	Installation of Rock Checks For Erosion Control	\$0.00	\$3,094.80
3	Upsize MH-1 from 120" diameter to 144" diameter	\$0.00	\$46,599.77
20	Additional Design and Survey	\$0.00	\$7,357.33
18	Grass Seed Addition	\$0.00	\$1,485.00
16	Grade Changes Ner Terrace Drive	\$0.00	\$2,342.06
9	Delete 84" SRPE Pipe	\$0.00	\$0.00
10	Install HDPE Cleanout	\$0.00	\$385.12
14	Remove existing pipe and bulkhead opening.	\$0.00	\$1,874.00
19	Electrical Conduit Extension For Connection	\$0.00	\$1,567.50
13	Tree Relocations	\$0.00	\$1,100.00
15	Swale Grading	\$0.00	\$1,971.00

Material On Hand Additions

Line	Item	Description	Date	Added	Comments



CITY OF ROSEVILLE
2660 Civic Center Dr
Roseville, MN 55113

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Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining
67	2503.503	84" RC PIPE SEWER CLASS II	2021-05-30	1,376 L F \$421,379.38	1,376 L F \$421,379.38	0 L F \$0.00



CITY OF ROSEVILLE
2660 Civic Center Dr
Roseville, MN 55113

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Contract Number: 21-04
Pay Request Number: 6

Project Number	Project Description
21-04	2021 Pavement Management Project

Contractor: Bituminous Roadways, Inc. 1520 Commerce Drive Mendota Heights, MN 55120	Vendor Number: N/A Up To Date: 01/13/2022
--	--

Contract Amount		Funds Encumbered	
Original Contract	\$2,122,000.75	Original	\$2,122,000.75
Contract Changes	\$72,664.58	Additional	N/A
Revised Contract	\$2,194,665.33	Total	\$2,122,000.75

Work Certified To Date	
Base Bid Items	\$2,095,555.58
Contract Changes	\$72,664.58
Material On Hand	\$0.00
Total	\$2,168,220.16

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$91,105.75	\$2,168,220.16	\$0.00	\$2,056,343.27	\$111,876.89	\$2,168,220.16
Percent: Retained: 0%			Percent Complete: 98.8%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By:

Stephonie Smith

Project Engineer

01/13/2022

Date

Approved By:

Drew McLesn

Contractor

01/13/2022

Date

Approved By

Marcus Culver

Project Owner

01/14/2022

Date



Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-07-29	\$547,385.20	\$27,369.26	\$520,015.94
2	2021-09-02	\$496,664.65	\$24,833.23	\$471,831.42
3	2021-09-27	\$574,217.89	\$28,710.90	\$545,506.99
4	2021-10-29	\$366,283.19	\$18,314.16	\$347,969.03
5	2021-12-08	\$92,563.48	(\$78,456.41)	\$171,019.89
6	2022-01-13	\$91,105.75	(\$20,771.14)	\$111,876.89

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Local Street		\$1,321,987.32	\$0.00	\$1,271,192.21	\$50,795.11	\$1,321,987.32
Lydia Ave. SAP. 160-226-009		\$33,825.22	\$0.00	\$24,932.79	\$8,892.43	\$33,825.22
Rice St. SAP. 062-649-051		\$46,727.23	\$0.00	\$37,637.06	\$9,090.17	\$46,727.23
Rice St. SAP. 160-020-042		\$69,954.90	\$0.00	\$60,622.56	\$9,332.34	\$69,954.90
Sanitary Sewer		\$175,713.83	\$0.00	\$173,956.70	\$1,757.13	\$175,713.83
Storm Sewer		\$99,972.55	\$0.00	\$80,925.13	\$19,047.42	\$99,972.55
Water main		\$63,630.54	\$0.00	\$60,756.84	\$2,873.70	\$63,630.54
Western Ave. SAP. 160-222-011		\$253,068.22	\$0.00	\$247,256.91	\$5,811.31	\$253,068.22
West Owasso Blvd. SAP. 160-254-002		\$103,340.35	\$0.00	\$99,063.07	\$4,277.28	\$103,340.35

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
590-03-69-00-2104-48-490000	Municipal (MSAS > 5000)	\$37,403.53	\$501,942.74	\$501,942.74	\$506,915.92
590-03-69-00-2104-48-490000	Local - Street	\$50,795.11	\$1,342,269.13	\$1,301,987.54	\$1,321,987.32
600-05-50-00-2104-61-490000	Sanitary Sewer Utility Fund	\$1,757.13	\$163,354.34	\$163,354.34	\$175,713.83
610-06-51-00-2104-62-490000	Water Utility Fund	\$2,873.70	\$62,712.48	\$62,712.48	\$63,630.54
640-08-54-00-2104-64-490000	Local - Storm Sewer	\$19,047.42	\$110,233.65	\$92,003.65	\$99,972.55

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
21-04	1	2021.501	MOBILIZATION	LS	\$90,000.00	1	0	\$0.00	1	\$90,000.00
21-04	2	2101.505	CLEARING	ACRE	\$10,200.00	0.1	0.1	\$1,020.00	0.2	\$2,040.00
21-04	3	2101.505	GRUBBING	ACRE	\$10,200.00	0.1	0.1	\$1,020.00	0.2	\$2,040.00



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
21-04	4	2101.602	TRIM TREE	EACH	\$355.00	6	0	\$0.00	6	\$2,130.00
21-04	5	2102.518	PAVEMENT MARKING REMOVAL	S F	\$4.25	80	0	\$0.00	276	\$1,173.00
21-04	6	2104.502	REMOVE MAIL BOX SUPPORT	EACH	\$66.40	5	1	\$66.40	3	\$199.20
21-04	7	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	\$1,035.00	1	0	\$0.00	0	\$0.00
21-04	8	2104.502	REMOVE GATE VALVE & BOX	EACH	\$360.00	2	0	\$0.00	2	\$720.00
21-04	9	2104.502	REMOVE HYDRANT	EACH	\$515.00	2	0	\$0.00	3	\$1,545.00
21-04	10	2104.503	REMOVE WATER MAIN	L F	\$20.50	20	0	\$0.00	7	\$143.50
21-04	11	2104.503	REMOVE CHAIN LINK FENCE	L F	\$12.00	40	0	\$0.00	38	\$456.00
21-04	12	2104.503	REMOVE PIPE CULVERTS	L F	\$2.05	60	0	\$0.00	3.5	\$7.18
21-04	13	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$1.85	3407	0	\$0.00	2254	\$4,169.90
21-04	14	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$5.65	20	400	\$2,260.00	439	\$2,480.35
21-04	15	2104.503	REMOVE CONCRETE CURB	L F	\$11.95	2095	345.5	\$4,128.73	2507.5	\$29,964.63
21-04	16	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$15.75	681	64.28	\$1,012.41	668.28	\$10,525.41
21-04	17	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$3.87	25015	0	\$0.00	27311.66	\$105,696.12
21-04	18	2104.518	REMOVE CONCRETE WALK	S F	\$9.75	20	0	\$0.00	3644	\$35,529.00
21-04	19	2105.507	COMMON EXCAVATION	C Y	\$25.75	1696	0	\$0.00	1362	\$35,071.50
21-04	20	2105.504	GEOTEXTILE FABRIC TYPE 5	S Y	\$4.50	40	0	\$0.00	0	\$0.00
21-04	21	2105.507	SELECT GRANULAR BORROW (CV)	C Y	\$39.00	508	0	\$0.00	407.89	\$15,907.71
21-04	22	2105.507	SUBGRADE EXCAVATION (EV)	C Y	\$28.00	704	0	\$0.00	674	\$18,872.00
21-04	23	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$175.00	75	0	\$0.00	35	\$6,125.00
21-04	24	2130.523	WATER	MGAL	\$53.50	25	0	\$0.00	35	\$1,872.50



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
21-04	25	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$42.00	1178	0	\$0.00	872.25	\$36,634.50
21-04	26	2112.501	AGGREGATE GRADING AND COMPACTION	STA	\$255.00	45	0	\$0.00	45	\$11,475.00
21-04	27	2231.509	BITUMINOUS PATCHING MIXTURE	TON	\$155.00	63	0	\$0.00	333.95	\$51,762.25
21-04	28	2232.501	EDGE MILL BITUMINOUS SURFACE	S Y	\$3.00	244	0	\$0.00	244	\$732.00
21-04	29	2232.504	MILL BITUMINOUS SURFACE	S Y	\$0.81	8152	0	\$0.00	13072	\$10,588.32
21-04	30	2232.504	MILL BITUMINOUS SURFACE (1.5")	S Y	\$1.36	75192	0	\$0.00	74970	\$101,959.20
21-04	31	2232.504	MILL BITUMINOUS SURFACE (2.0")	S Y	\$1.49	23941	0	\$0.00	28253	\$42,096.97
21-04	32	2331.603	SAW AND SEAL CONTROL JOINT IN BITUMINOUS PAVEMENT	L F	\$2.75	4626	0	\$0.00	5287	\$14,539.25
21-04	33	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$0.01	16709	0	\$0.00	7637	\$76.37
21-04	34	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2;B)	TON	\$100.00	279	153.9	\$15,390.00	358.25	\$35,825.00
21-04	35	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3;C)	TON	\$66.00	4384	0	\$0.00	4163.93	\$274,819.38
21-04	36	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3;B)	TON	\$50.75	11881	0	\$0.00	10173.93	\$516,326.95
21-04	37	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (4;L)	TON	\$165.00	25	0	\$0.00	25.7	\$4,240.50
21-04	38	2360.509	TYPE SP 12.5 WEARING COURSE MIX (5;L)	TON	\$178.00	25	0	\$0.00	33.06	\$5,884.68
21-04	39	2451.607	ROCK BEDDING (LV)	C Y	\$70.00	20	0	\$0.00	14	\$980.00
21-04	40	2503.503	12" RC PIPE SEWER	L F	\$75.70	40	0	\$0.00	40	\$3,028.00
21-04	41	2503.503	15" RC PIPE SEWER	L F	\$78.60	32	0	\$0.00	3.5	\$275.10
21-04	42	2503.503	12" PVC PIPE SEWER	L F	\$43.00	99	0	\$0.00	99	\$4,257.00
21-04	43	2503.602	INSPECTION HOLE	EACH	\$686.00	2	0	\$0.00	0	\$0.00
21-04	44	2503.602	CONNECT TO EXISTING MANHOLES	EACH	\$720.00	6	0	\$0.00	2	\$1,440.00
21-04	45	2503.602	SANITARY SEWER SERVICE	EACH	\$3,840.00	19	0	\$0.00	18	\$69,120.00



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
21-04	46	2504.602	ADJUST GATE VALVE & BOX	EACH	\$350.00	1	0	\$0.00	6	\$2,100.00
21-04	47	2504.602	6" GATE VALVE & BOX	EACH	\$3,000.00	3	0	\$0.00	3	\$9,000.00
21-04	48	2504.602	INSTALL HYDRANT	EACH	\$8,170.00	3	0	\$0.00	3	\$24,510.00
21-04	49	2504.602	INSULATE WATER SERVICE	L F	\$58.50	95	0	\$0.00	115	\$6,727.50
21-04	50	2504.603	6" WATERMAIN DUCTILE IRON CL 52	L F	\$145.00	20	0	\$0.00	19	\$2,755.00
21-04	51	2504.608	WATERMAIN FITTINGS	LB	\$31.00	10	0	\$0.00	178	\$5,518.00
21-04	52	2506.502	INSTALL CASTING	EACH	\$488.00	6	0	\$0.00	6	\$2,928.00
21-04	53	2506.502	ADJUST CATCH BASIN FRAME AND RING	EACH	\$458.00	76	0	\$0.00	46	\$21,068.00
21-04	54	2506.502	ADJUST MANHOLE FRAME AND RING	EACH	\$695.00	48	0	\$0.00	42	\$29,190.00
21-04	55	2506.503	CONST DRAINAGE STRUCTURE DES 72-4020	L F	\$1,170.00	5.78	0	\$0.00	5.78	\$6,762.60
21-04	56	2506.503	CONSTRUCT CATCH BASIN	L F	\$550.00	12	0	\$0.00	12	\$6,600.00
21-04	57	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	\$765.00	7.53	0	\$0.00	7.53	\$5,760.45
21-04	58	2504.516.00018	MANHOLE CASTING R-3067	EACH	\$488.00	2	0	\$0.00	2	\$976.00
21-04	59	2506.516	MANHOLE CASTING R-3067-V	EACH	\$488.00	3	0	\$0.00	16	\$7,808.00
21-04	60	2506.516	MANHOLE CASTING R-1733	EACH	\$333.50	7	0	\$0.00	7	\$2,334.50
21-04	61	2506.522	ADJUST MANHOLE (FITTED STEEL RING)	EACH	\$195.00	26	0	\$0.00	17	\$3,315.00
21-04	62	2506.602	CONSTRUCT 18" NYOPLAST DRAIN W/CASTING	EACH	\$1,565.00	7	0	\$0.00	5	\$7,825.00
21-04	63	2506.602	CONNECT INTO EXISTING STORM SEWER	EACH	\$815.00	11	0	\$0.00	14	\$11,410.00
21-04	64	2506.603	REHABILITATE MANHOLE OR CATCH BASIN (INTERIOR)	EACH	\$240.00	27	0	\$0.00	29	\$6,960.00



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
21-04	65	2521.518	4" CONCRETE WALK	S F	\$7.00	1000	0	\$0.00	3474	\$24,318.00
21-04	66	2531.501000	UPCHARGE FOR HE 4" WALK	S F	\$0.01	100	0	\$0.00	0	\$0.00
21-04	67	2531.501	UPCHARGE FOR HIGH EARLY CONCRETE 6" DRIVEWAY	SY	\$0.01	50	0	\$0.00	482.84	\$4.83
21-04	68	2531.503	CONCRETE CURB & GUTTER DESIGN B624	L F	\$32.25	301	0	\$0.00	403	\$12,996.75
21-04	69	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$32.25	2095	0	\$0.00	2104.5	\$67,870.13
21-04	70	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$76.75	692	0	\$0.00	668.28	\$51,290.49
21-04	71	2531.604	6" CONCRETE VALLEY GUTTER	S Y	\$82.00	100	0	\$0.00	58	\$4,756.00
21-04	72	2531.618	TRUNCATED RADIUS DOMES	S F	\$51.50	58	0	\$0.00	153	\$7,879.50
21-04	73	2531.618	TRUNCATED DOMES	S F	\$51.50	176	0	\$0.00	229	\$11,793.50
21-04	74	2540.602	INSTALL MAIL BOX SUPPORT	EACH	\$76.50	5	0	\$0.00	3	\$229.50
21-04	75	2563.601	TRAFFIC CONTROL	LS	\$12,275.00	1	0	\$0.00	1	\$12,275.00
21-04	76	2503.601	TRAFFIC CONTROL LYDIA AVENUE (LS)	LS	\$5,675.00	1	0	\$0.00	1	\$5,675.00
21-04	77	2563.601	TRAFFIC CONTROL-RICE STREET	L S	\$2,575.00	1	0	\$0.00	1	\$2,575.00
21-04	78	2573.501	EROSION CONTROL SUPERVISOR	LS	\$7,000.00	1	0	\$0.00	1	\$7,000.00
21-04	79	2573.502	STORM DRAIN INLET PROTECTION TYPE B	EACH	\$150.00	5	0	\$0.00	0	\$0.00
21-04	80	2573.502	STORM DRAIN INLET PROTECTION TYPE A	EACH	\$45.00	307	0	\$0.00	307	\$13,815.00
21-04	81	2575.501	TURF ESTABLISHMENT-LYDIA AVENUE	L S	\$1,200.00	1	0	\$0.00	1	\$1,200.00
21-04	82	2575.604	HYDROSEED	SY	\$6.20	500	4785	\$29,667.00	4835	\$29,977.00
21-04	83	2575.604	TURF ESTABLISHMENT WITH SEED AND BLANKET	S Y	\$6.20	2930	0	\$0.00	0	\$0.00
21-04	84	2582.503	4" DBLE SOLID LINE MULTI COMP	L F	\$0.42	7900	6920	\$2,906.40	6920	\$2,906.40



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
21-04	85	2582.503	4" SOLID LINE MULTI COMP	L F	\$0.21	15800	13737	\$2,884.77	13737	\$2,884.77
21-04	86	2582.503	4" DOTTED LINE PREF THERMO GR IN	L F	\$25.85	22	30	\$775.50	30	\$775.50
21-04	87	2582.518	CROSSWALK MULTI COMP	S F	\$3.33	1112	1165	\$3,879.45	1165	\$3,879.45
21-04	88	2582.518	PAVT MSSG MULTI COMP	S F	\$9.15	45.54	45.54	\$416.69	45.54	\$416.69
21-04	89	2582.518	CROSSWALK PREF THERMO ESR GR IN	S F	\$15.35	360	324	\$4,973.40	324	\$4,973.40
21-04	90	2104.503	REMOVE CONCRETE CURB	L F	\$11.95	136	0	\$0.00	136	\$1,625.20
21-04	91	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$1.85	180	0	\$0.00	147	\$271.95
21-04	92	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$42.00	4	0	\$0.00	7	\$294.00
21-04	93	2231.509	BITUMINOUS PATCHING MIXTURE	TON	\$155.00	1	0	\$0.00	3	\$465.00
21-04	94	2232.501	EDGE MILL BITUMINOUS SURFACE	S Y	\$3.00	1	0	\$0.00	0	\$0.00
21-04	95	2232.504	MILL BITUMINOUS SURFACE (1.5")	S Y	\$2.00	11984	0	\$0.00	11055	\$22,110.00
21-04	96	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$0.01	1198	0	\$0.00	553	\$5.53
21-04	97	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3;B)	TON	\$50.75	1292	0	\$0.00	928.62	\$47,127.47
21-04	98	2506.502	ADJUST CATCH BASIN FRAME AND RING	EACH	\$458.00	10	0	\$0.00	10	\$4,580.00
21-04	99	2506.502	ADJUST MANHOLE FRAME AND RING	EACH	\$695.00	22	0	\$0.00	22	\$15,290.00
21-04	100	2506.603	REHABILITATE MANHOLE OR CATCH BASIN (INTERIOR)	EACH	\$240.00	4	0	\$0.00	4	\$960.00
21-04	101	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$41.25	136	0	\$0.00	136	\$5,610.00
21-04	102	2550.601	MANHOLE MODIFICATION	LS	\$6,300.00	1	0	\$0.00	1	\$6,300.00
21-04	103	2573.502	STORM DRAIN INLET PROTECTION TYPE A	EACH	\$45.00	56	0	\$0.00	56	\$2,520.00
21-04	104	2575.604	TURF ESTABLISHMENT WITH SEED AND BLANKET	S Y	\$9.80	51	0	\$0.00	0	\$0.00



Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
21-04	105	2506.602	INSTALL TEMPORARY MAILBOXES	EACH	\$51.00	5	0	\$0.00	3	\$153.00
21-04	106	2563.601	ALTERNATE PEDESTRIAN ROUTE	LS	\$2,475.00	1	1	\$2,475.00	1	\$2,475.00
Base Bid Totals:								\$72,875.75		\$2,095,555.58

Project Category Totals

Project	Category	Amount This Request	Amount To Date
21-04	Alternate A	\$0.00	\$107,159.15
21-04	Base Bid	\$72,875.75	\$1,988,396.43

Contract Change Item Status

Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
21-04	CO	1	107	2506.602	Time and Material	L S	\$54,434.58	1	0	\$0.00	1	\$54,434.58
21-04	CO	2	108	2575.505	SODDING TYPE LAWN WITH 6" TOPSOIL	S Y	\$24.75	40	40	\$990.00	40	\$990.00
21-04	CO	2	109	2506.502	ADJUST MANHOLE FRAME AND RING WITH 6" CONCRETE COLLAR	EACH	\$300.00	21	21	\$6,300.00	21	\$6,300.00
21-04	CO	2	110	2506.502	ADJUST MANHOLE FRAME AND RING WITH 12" CONCRETE COLLAR	Each	\$500.00	20	20	\$10,000.00	20	\$10,000.00
21-04	CO	2	111	2504.516.0000	MANHOLE CASTING R-3250-1	EACH	\$117.50	8	8	\$940.00	8	\$940.00
Contract Change Totals:										\$18,230.00		\$72,664.58

Contract Total

\$2,168,220.16

Contract Change Totals

Number	Description	Amount This Request	Amount To Date
1	2021 PMP Change Order Number_01. This Change Order includes the following: 1- 328.82 Tons of "9.5-3B" mix at \$62.25/Ton. This Cost belongs to Matilda Street. Total Cost \$ 20,469.05 2- 1867 SQ.YDs of 1" Mill at \$1.02/ SQ.YD. This Cost belongs to Matilda Street. Total Cost \$ 1,904.34 3- 59.73 SQ. YDs of Edge Milling at \$3.00 . This Cost belongs to Matilda Street. Total Cost \$ 179.19	\$0.00	\$54,434.58



	4- T&M mismarked sewers at 1780 Eldridge, 2684 Sheldon, 96 Mid Oaks. This also covers Hole in the existing pipe liner at 2900 Arthur, City flushing hydrant filing holes dug for sewer replacement at 2774 Virginia. Total Cost \$ 14,260.34 5- New Manhole on Rice Street. Total Cost \$ 6,245.14 6- New 12" PVC culvert pipe on Rice Street with 2 end sections. Total Cost \$ 9,243.92 7- Adjust Nylo Plast Drains on Rice Street. Total Cost \$2,132.60		
2	This Change Order covers the following items: - (40) S.Y. of Sod paid as Each at a unit cost of \$24.75. Items Total = \$990 - (21) MH Rings Extra Depth 6" paid as Each at a unit cost of \$300. Item Total= \$6300 - (20) MH Rings Extra Depth 12" paid as Each at a unit cost of \$500. Item Total= \$10,000 - (8) 3250 CB Casting paid as Each at a unit cost of \$117.50. Item Total= \$940 Total Change Order Amount= \$18,230	\$18,230.00	\$18,230.00

Material On Hand Additions

Line	Item	Description	Date	Added	Comments

Material On Hand Balance

Line	Item	Description	Date	Added	Used	Remaining

21-06 Sanitary Sewer Lining Billing Worksheet - 3/1/2022

Item #	Description	U/M	Unit Price	RV Quantity	RV Total	FH Quantity	FH Total	Total Quantity	Total Costs
1	REOPEN SANITARY SERVICE CONNECTION	EA	\$ 10.00	456	\$ 4,560.00	308	\$ 3,080.00	764	\$ 7,640.00
2	REMOVE PROTRUDING SERVICE CONNECTION	EA	\$ 310.00	13	\$ 4,030.00	4	\$ 1,240.00	17	\$ 5,270.00
3	LINING SEWER PIPE 8"	LF	\$ 19.00	27806	\$ 528,314.00	12599	\$ 239,381.00	40405	\$ 767,695.00
4	LINING SEWER PIPE 8" EASEMENT	LF	\$ 19.00		-		-		-
5	LINING SEWER PIPE 10"	LF	\$ 25.35	2774	\$ 70,320.90	1199	\$ 30,394.65	3973	\$ 100,715.55
6	LINING SEWER PIPE 10" EASEMENT	LF	\$ 25.35		-		-		-
7	LINING SEWER PIPE 12"	LF	\$ 38.00	2443	\$ 92,834.00		-	2443	\$ 92,834.00
8	LINING SEWER PIPE 12" EASEMENT	LF	\$ 38.00		-		-		-
9	LINING SEWER PIPE 15"	LF	\$ 45.00	330	\$ 14,850.00		-	330	\$ 14,850.00
10	LINING SEWER PIPE 18"	LF	\$ 51.00	2743	\$ 139,893.00		-	2743	\$ 139,893.00
11	LINING SEWER PIPE 18" EASEMENT	LF	\$ 51.00		-		-		-
Roseville Total:					\$ 854,801.90	Falcon Heights Total:	\$ 274,095.65	Grand Total	\$ 1,128,897.55

Visu Sewer Billing Worksheet									
Visu-Sewer Project No.		21023M-11		Month of: May		Retainage %: 0%			
8th/Final		Date Starting: 9/1/2021 Date Ending: 5/25/2022							
Billing Address:		City of Roseville 2660 Civic Center Dr. Roseville, MN 55113				Mailing Address:			
Attn: Jesse F./City Engineer						Attn:			

Base Bid		Complete					
Item #	Description	Est. QTY	U/M	Unit Price	This Period	To Date	Total Billable
1	REOPEN SANITARY SERVICE CONNECTION	792	EA	\$ 10.00	0	775	\$ 7,750.00
2	REMOVE PROTRUDING SERVICE CONNECTION	5	EA	\$ 310.00	0	17	\$ 5,270.00
3	LINING SEWER PIPE 8"	36,805	LF	\$ 19.00	0	40405	\$ 767,695.00
4	LINING SEWER PIPE 8" EASEMENT	4,775	LF	\$ 19.00	0	0	\$ -
5	LINING SEWER PIPE 10"	2,765	LF	\$ 25.35	0	3973	\$ 100,715.55
6	LINING SEWER PIPE 10" EASEMENT	310	LF	\$ 25.35	0	0	\$ -
7	LINING SEWER PIPE 12"	635	LF	\$ 38.00	160	2226	\$ 84,588.00
8	LINING SEWER PIPE 12" EASEMENT	2,312	LF	\$ 38.00	0	0	\$ -
9	LINING SEWER PIPE 15"	326	LF	\$ 45.00	0	330	\$ 14,850.00
10	LINING SEWER PIPE 18"	2,430	LF	\$ 51.00	0	2743	\$ 139,893.00
11	LINING SEWER PIPE 18" EASEMENT	325	LF	\$ 51.00	0	0	\$ -
12				\$ -			\$ -
Total:						\$	1,120,761.55

Change Order				Complete	
Item #	Description	Est. QTY	U/M	Unit Price	Total Billable
1				\$ -	-
2				\$ -	-
3				\$ -	-
4				\$ -	-
5				\$ -	-
Total:				\$	-

Total Billable:	\$	1,120,761.55
Less Total Retainage:	\$	-
Pay App. #1:	\$	132,471.04
Pay App. #2:	\$	132,505.05
Pay App. #3:	\$	202,006.20
Pay App. #4:	\$	285,055.75
Pay App. #5:	\$	62,659.21
Pay App. #6:	\$	40,014.95
Pay App. #7:	\$	204,235.27
TOTAL DUE (This Period):	\$	61,814.08



Contract Number: 22-04
Pay Request Number: 5

Project Number	Project Description
22-04	2022 Roseville Pavement Management Project

Contractor: Bituminous Roadways, Inc. 1520 Commerce Drive Mendota Heights, MN 55120	Vendor Number: N/A Up To Date: 11/28/2022
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Contract Amount		Funds Encumbered	
Original Contract	\$2,685,712.63	Original	\$2,685,712.63
Contract Changes	\$15,593.00	Additional	N/A
Revised Contract	\$2,701,305.63	Total	\$2,685,712.63

Work Certified To Date	
Base Bid Items	\$2,449,634.64
Change Order Items	\$19,100.00
Material On Hand	\$0.00
Total	\$2,468,734.64

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$371,886.08	\$2,468,734.64	\$24,687.35	\$1,992,006.13	\$452,041.16	\$2,444,047.29
Percent: Retained: 1%			Percent Complete: 91.39%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By:

Jesse Freihammer

Project Engineer

11/28/2022

Date

Approved By:

Harrett Jedlicki

Contractor

11/28/2022

Date

Approved By

Jesse Freihammer

Project Owner

11/28/2022

Date



Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2022-07-18	\$494,535.22	\$24,726.76	\$469,808.46
2	2022-08-18	\$599,819.04	\$29,990.95	\$569,828.09
3	2022-09-13	\$752,210.49	\$37,610.53	\$714,599.96
4	2022-10-11	\$250,283.81	\$12,514.19	\$237,769.62
5	2022-11-28	\$371,886.08	(\$80,155.08)	\$452,041.16

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
CO. RD. C2 : SAP 160-216-024		\$190,952.75	\$1,909.53	\$179,094.61	\$9,948.61	\$189,043.22
Larpenteur Avenue Pathway		\$23,676.20	\$236.77	\$21,479.69	\$1,959.74	\$23,439.43
Lexington Pathway County: SAP 062-651-071		\$47,913.50	\$479.14	\$44,662.83	\$2,771.53	\$47,434.36
Lexington Pathway: SA: SAP 160-020-046		\$47,947.90	\$479.48	\$44,695.51	\$2,772.91	\$47,468.42
Local Street		\$1,252,656.39	\$12,526.56	\$1,123,742.66	\$116,387.17	\$1,240,129.83
Long Lake: SAP 160-217-020		\$186,924.29	\$1,869.25	\$176,825.67	\$8,229.37	\$185,055.04
Sanitary		\$37,874.86	\$378.74	\$35,627.72	\$1,868.40	\$37,496.12
Storm		\$471,266.64	\$4,712.66	\$169,126.64	\$297,427.34	\$466,553.98
Water		\$76,233.20	\$762.33	\$72,070.04	\$3,400.83	\$75,470.87
W Snelling Service Drive: SAP 160-258-001		\$133,288.91	\$1,332.89	\$124,680.76	\$7,275.26	\$131,956.02

Pay request ASAP

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
592-03-69-00-2204-48-490000	Municipal (MSAS > 5000)	\$30,997.68	\$616,896.55	\$620,403.55	\$600,957.06
592-03-69-00-2204-48-490000	Local - Street	\$116,387.17	\$1,458,356.84	\$1,458,356.84	\$1,240,129.83
592-03-69-00-2204-48-490000	Pathway	\$1,959.74	\$39,050.20	\$39,050.20	\$23,439.43
600-05-50-00-2204-61-490000	Sanitary Sewer Utility Fund	\$1,868.40	\$53,428.00	\$53,428.00	\$37,496.12
610-06-51-00-2204-62-490000	Water Utility Fund	\$3,400.83	\$61,945.70	\$61,945.70	\$75,470.87
640-08-54-00-2204-64-490000	Local - Storm Sewer	\$297,427.34	\$449,635.34	\$449,635.34	\$466,553.98



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
22-04	1	2021.501	MOBILIZATION	L S	\$89,000.00	1	0.1	\$8,900.00	1	\$89,000.00
22-04	2	2101.505	CLEARING	ACRE	\$13,000.00	0.2	0	\$0.00	0.2	\$2,600.00
22-04	3	2101.505	GRUBBING	ACRE	\$13,000.00	0.2	0	\$0.00	0.2	\$2,600.00
22-04	4	2101.601	TRIM TREES	L S	\$1,600.00	1	0	\$0.00	0	\$0.00
22-04	6	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	\$105.00	1	0	\$0.00	1	\$105.00
22-04	7	2104.502	REMOVE GV & BOX	EACH	\$800.00	3	0	\$0.00	3	\$2,400.00
22-04	8	2104.502	REMOVE HYDRANT	EACH	\$640.00	3	0	\$0.00	3	\$1,920.00
22-04	9	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$1.80	800	22	\$39.60	458	\$824.40
22-04	10	2104.503	REMOVE CONCRETE CURB	L F	\$12.40	4221	505	\$6,262.00	3462	\$42,928.80
22-04	11	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$19.40	92	0	\$0.00	93	\$1,804.20
22-04	12	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$4.70	2166	1066	\$5,010.20	2682	\$12,605.40
22-04	13	2104.618/0021	REMOVE BRICK PAVERS	S F	\$2.60	150	0	\$0.00	155	\$403.00
22-04	14	2104.618/00110	SALVAGE BRICK PAVERS	S F	\$7.10	80	0	\$0.00	450	\$3,195.00
22-04	15	2540.618/00102	INSTALL BRICK PAVERS	S F	\$26.30	80	0	\$0.00	450	\$11,835.00
22-04	16	2105.507	COMMON EXCAVATION (EV)	C Y	\$28.10	520	133	\$3,737.30	667.7	\$18,762.37
22-04	17	2105.507	SUBGRADE EXCAVATION (EV)	C Y	\$28.10	460	0	\$0.00	165	\$4,636.50
22-04	18	2105.507	SELECT GRANULAR BORROW (CV)	C Y	\$33.10	240	0	\$0.00	102.31	\$3,386.46
22-04	19	2112.501	AGGREGATE GRADING AND COMPACTION	STA	\$290.00	10	0	\$0.00	2	\$580.00
22-04	20	2112.604	SUBGRADE PREPARATION	S Y	\$1.00	1066	1066	\$1,066.00	2035	\$2,035.00
22-04	21	2123.61	STREET SWEEPER	HOUR	\$165.00	150	9	\$1,485.00	66	\$10,890.00
22-04	22	2130.523	WATER	MGAL	\$30.00	25	0	\$0.00	0	\$0.00



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
22-04	23	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$36.00	1125	133	\$4,788.00	808.76	\$29,115.36
22-04	24	2231.509	BITUMINOUS PATCHING MIXTURE	TON	\$150.00	463	4.28	\$642.00	458.35	\$68,752.50
22-04	25	2232.504	EDGE MILL BITUMINOUS SURFACE	S Y	\$2.60	1920	0	\$0.00	1760	\$4,576.00
22-04	26	2232.504	MILL BITUMINOUS SURFACE (1")	S Y	\$1.40	7126	0	\$0.00	6350	\$8,890.00
22-04	27	2232.504	MILL BITUMINOUS SURFACE (1.5")	S Y	\$1.65	125115	2493	\$4,113.45	125275	\$206,703.75
22-04	28	2232.504	MILL BITUMINOUS SURFACE (2")	S Y	\$2.25	26526	0	\$0.00	26043	\$58,596.75
22-04	29	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$0.01	13898	125	\$1.25	6010	\$60.10
22-04	30	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	\$100.00	416	0	\$0.00	147.23	\$14,723.00
22-04	31	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON	\$72.30	14871	469.73	\$33,961.48	13362	\$966,072.60
22-04	32	2360.509/14500	TYPE SP 9.5 WEARING COURSE MIXTURE (4,E)	TON	\$90.00	1029	0	\$0.00	925.21	\$83,268.90
22-04	33	2503.503	12" RCP PIPE SEWER	L F	\$79.90	261	44	\$3,515.60	268	\$21,413.20
22-04	34	2503.602	INSPECTION HOLE	EACH	\$750.00	2	0	\$0.00	7.5	\$5,625.00
22-04	35	2503.602	CONNECT TO EXISTING STORM MANHOLE	EACH	\$1,000.00	4	3	\$3,000.00	6	\$6,000.00
22-04	37	2503.602	SANITARY SEWER SERVICE SPECIAL	EACH	\$4,100.00	4	4	\$16,400.00	4	\$16,400.00
22-04	38	2504.602	ADJUST GV AND BOX	EACH	\$370.00	2	1	\$370.00	3	\$1,110.00
22-04	39	2504.602	6" GATE VALVE & BOX	EACH	\$3,500.00	3	0	\$0.00	3	\$10,500.00
22-04	40	2504.602	INSTALL HYDRANT	EACH	\$8,900.00	3	0	\$0.00	3	\$26,700.00
22-04	41	2504.603	INSULATE WATER SERVICE	L F	\$78.10	231	0	\$0.00	280	\$21,868.00
22-04	42	2504.602	WATER SERVICE REPLACEMENT SPECIAL	EACH	\$4,200.00	2	2	\$8,400.00	2	\$8,400.00
22-04	43	2504.603	6" WATERMAIN DUCTILE IRON CL 52"	L F	\$80.50	30	0	\$0.00	15	\$1,207.50
22-04	44	2504.608	WATERMAIN FITTINGS	LB	\$16.80	100	0	\$0.00	92	\$1,545.60



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
22-04	45	2506.502	INSTALL CASTING	EACH	\$620.00	11	0	\$0.00	4	\$2,480.00
22-04	46	2506.502	ADJUST CATCH BASIN FRAME AND RING	EACH	\$710.00	10	0	\$0.00	9	\$6,390.00
22-04	47	2506.502	ADJUST MANHOLE FRAME AND RING	EACH	\$1,000.00	8	1	\$1,000.00	5	\$5,000.00
22-04	48	2506.502	MANHOLE CASTING R-3067-V	EACH	\$640.00	7	2	\$1,280.00	7	\$4,480.00
22-04	49	2506.502	MANHOLE CASTING R-1733	EACH	\$440.00	4	1	\$440.00	2	\$880.00
22-04	50	2506.502	ADJUST MANHOLE (FITTED STEEL RING)	EACH	\$290.00	5	0	\$0.00	67	\$19,430.00
22-04	51	2506.503	CONSTRUCT CATCH BASIN	L F	\$630.00	25.32	7	\$4,410.00	22.05	\$13,891.50
22-04	52	2506.503	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020	L F	\$1,100.00	14.53	9.63	\$10,593.00	17.23	\$18,953.00
22-04	53	2506.601	UNDERGROUND STORAGE SYSTEM	L. S.	\$230,000.00	1	1	\$230,000.00	1	\$230,000.00
22-04	54	2506.602	CONNECT INTO EXISTING STORM SEWER	EACH	\$970.00	3	2	\$1,940.00	4	\$3,880.00
22-04	55	2506.602	INSTALL TEMPORARY MAILBOXES	EACH	\$89.50	12	6	\$537.00	6	\$537.00
22-04	56	2506.602	REHAB MANHOLE INTERIOR	EACH	\$420.00	25	0	\$0.00	36	\$15,120.00
22-04	57	2511.507	RANDOM RIPRAP CLASS III	C Y	\$170.00	10	0	\$0.00	11.7	\$1,989.00
22-04	58	2521.518/00040	4" CONCRETE WALK	S F	\$14.70	200	0	\$0.00	60	\$882.00
22-04	59	2531.503	CONCRETE VERTICAL CURB	L F	\$30.80	150	0	\$0.00	170	\$5,236.00
22-04	60	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$26.60	3941	505	\$13,433.00	3379	\$89,881.40
22-04	61	2531.503	CONCRETE CURB & GUTTER DESIGN B624	L F	\$29.80	280	0	\$0.00	50	\$1,490.00
22-04	62	2531.504	6" CONCRETE PAVEMENT	S Y	\$140.00	350	0	\$0.00	227.2	\$31,808.00
22-04	63	2531.504	UPCHARGE FOR HE 6" DW	S Y	\$17.00	10	0	\$0.00	18	\$306.00
22-04	64	2531.518	UPCHARGE FOR HE 4" WALK	S F	\$4.30	100	0	\$0.00	60	\$258.00



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
22-04	65	2531.601	CURB CUT SPECIAL	L S	\$900.00	1	0	\$0.00	1	\$900.00
22-04	66	2531.618	TRUNCATED DOMES	S F	\$58.50	86	0	\$0.00	12	\$702.00
22-04	67	2531.618	TRUNCATED RADIUS DOMES	S F	\$65.90	24	0	\$0.00	0	\$0.00
22-04	68	2540.602	INSTALL MAIL BOX SUPPORT	EACH	\$210.00	5	4	\$840.00	4	\$840.00
22-04	69	2550.602	MODIFY DRAINAGE STRUCTURE	EACH	\$1,400.00	1	0	\$0.00	1	\$1,400.00
22-04	70	2554.602	INSTALL FLARED END SECTION	EACH	\$1,900.00	1	0	\$0.00	1	\$1,900.00
22-04	71	2563.601	TRAFFIC CONTROL	L S	\$18,000.00	1	0	\$0.00	1	\$18,000.00
22-04	72	2563.601	ALTERNATE PEDESTRIAN ROUTE	L. S.	\$950.00	1	0	\$0.00	0	\$0.00
22-04	73	2571.602	TREE PROTECTION	EACH	\$270.00	7	0	\$0.00	0	\$0.00
22-04	74	2573.501	EROSION CONTROL SUPERVISOR	L S	\$4,000.00	1	0	\$0.00	1	\$4,000.00
22-04	75	2573.502	INLET PROTECTION TYPE A	EACH	\$52.00	354	4	\$208.00	358	\$18,616.00
22-04	76	2573.502	INLET PROTECTION TYPE B	EACH	\$180.00	6	0	\$0.00	0	\$0.00
22-04	77	2575.604	HYDROSEED	S Y	\$7.70	4990	716	\$5,513.20	3243	\$24,971.10
22-04	78	2582.503	8" DOTTED LINE MULTI-COMP	L F	\$2.10	92	0	\$0.00	21	\$44.10
22-04	79	2582.503	12" SOLID LINE MULTI-COMPONENT	L F	\$7.20	345	0	\$0.00	0	\$0.00
22-04	80	2582.503	4" DBLE SOLID LINE MULTI COMP	L F	\$1.10	11260	0	\$0.00	9340	\$10,274.00
22-04	81	2582.503	4" SOLID LINE MULTI COMP	L F	\$0.55	7090	0	\$0.00	4068	\$2,237.40
22-04	82	2582.503	4" DOTTED LINE MULTI-COMP	L F	\$0.55	4010	0	\$0.00	540	\$297.00
22-04	83	2582.503	8" SOLID LINE MULTI-COMPONENT	L F	\$2.10	249	0	\$0.00	231	\$485.10
22-04	84	2582.503	24" SOLID LINE MULTI-COMPONENT	L F	\$8.50	76	0	\$0.00	0	\$0.00
22-04	85	2582.518	CROSSWALK MULTI COMP	S F	\$5.60	600	0	\$0.00	288	\$1,612.80



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
22-04	86	2582.518	PAVT MSSG MULTI COMP	S F	\$9.10	484	0	\$0.00	247.28	\$2,250.25
22-04	87	2104.503	REMOVE FENCE	L F	\$52.60	80	0	\$0.00	96	\$5,049.60
22-04	88	2104.503	SALVAGE FENCE	L F	\$29.50	0	0	\$0.00	0	\$0.00
22-04	89	2104.601	REMOVE RETAINING WALL (LARGE)	L S	\$2,900.00	1	0	\$0.00	1	\$2,900.00
22-04	90	2411.618	PREFABRICATED MODULAR BLOCK WALL	S F	\$105.00	917	0	\$0.00	978.8	\$102,774.00
22-04	91	2557.603	INSTALL SALVAGED FENCE	L F	\$50.50	0	0	\$0.00	0	\$0.00
22-04	92	2563.601	TRAFFIC CONTROL CO. RD. C2	L S	\$2,300.00	1	0	\$0.00	1	\$2,300.00
22-04	93	2104.502/03590	SALVAGE MAIL BOX SUPPORT	EACH	\$150.00	5	0	\$0.00	1	\$150.00
22-04	94	2503.603/24006	6" PVC SANITARY SERVICE PIPE	L F	\$67.00	30	0	\$0.00	0	\$0.00
22-04	95	2503.602/00004	SANITARY SEWER SERVICE REPAIR	EACH	\$4,200.00	5	0	\$0.00	5	\$21,000.00
22-04	96	2503.602/00004	SANITARY SEWER SERVICE REPAIR EXTRA DEPTH	EA	\$4,200.00	1	0	\$0.00	0	\$0.00
Base Bid Totals:								\$371,886.08		\$2,449,634.64

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
22-04	BASE BID	\$371,886.08	\$2,336,611.04
22-04	ALTERNATE	\$0.00	\$113,023.60

Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
22-04	CO	1	97	2557.603 /11045	CHAIN LINK SAFETY FENCE	L F	\$70.00	80	0	\$0.00	80	\$5,600.00
22-04	CO	2	98	2504.602	10"X12" TEE FITTING	EACH	\$13,500.00	1	0	\$0.00	1	\$13,500.00
Contract Change Totals:										\$0.00		\$19,100.00

Contract Total	\$2,468,734.64
-----------------------	-----------------------



Contract Change Totals			
Number	Description	Amount This Request	Amount To Date
2	Change Order_02	\$0.00	\$13,500.00
1	Chain link fence near the C2 retaining wall is too damaged to salvage and install. New item required for new fence. Estimated quantity is 80 LF. \$70/LF. Increase Remove Fence item to 80 LF Eliminate Salvage Fence item.	\$0.00	\$5,600.00

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining



CITY OF ROSEVILLE
2660 Civic Center Dr
Roseville, MN 55113

Page 1 of 4

Contract Number: 22-06
Pay Request Number: 7

Project Number	Project Description
22-06	2022 Sanitary Sewer Lining Project

Contractor: Hydro-Klean LLC 333 NW 49th Place Des Moines, IA 50313	Vendor Number: N/A Up To Date: 11/03/2022
---	--

Contract Amount		Funds Encumbered	
Original Contract	\$925,999.80	Original	\$925,999.80
Contract Changes	\$36,908.92	Additional	N/A
Revised Contract	\$962,908.72	Total	\$925,999.80

Work Certified To Date	
Base Bid Items	\$792,913.50
Change Order Items	\$36,908.92
Material On Hand	\$40,991.34
Total	\$870,813.76

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$41,613.12	\$870,813.76	\$32,359.68	\$796,840.96	\$41,613.12	\$838,454.08
Percent: Retained: 3.72%			Percent Complete: 90.44%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By:

Jesse Freihammer

Project Engineer

11/03/2022

Date

Approved By:

Michelle Barrett

Contractor

11/03/2022

Date

Approved By

Jesse Freihammer

Project Owner

11/03/2022

Date



Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2022-04-15	\$182,007.32	\$0.00	\$182,007.32
2	2022-04-17	\$64,969.92	\$3,248.50	\$61,721.42
3	2022-04-30	\$244,873.70	\$12,243.69	\$232,630.01
4	2022-06-01	\$207,112.71	\$10,355.64	\$196,757.07
5	2022-07-09	\$92,032.39	\$4,601.62	\$87,430.77
6	2022-09-12	\$38,204.60	\$1,910.23	\$36,294.37
7	2022-11-03	\$41,613.12	\$0.00	\$41,613.12

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Falcon Heights Sanitary		\$140,256.69	\$5,211.97	\$134,783.16	\$261.56	\$135,044.72
Roseville Sanitary		\$730,557.07	\$27,147.71	\$662,057.80	\$41,351.56	\$703,409.36

Pay request ASAP

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
600-05-50-00-2206-61-334000	Sanitary Sewer - Falcon Heights	\$261.56	\$191,434.20	\$191,434.20	\$135,044.72
600-05-50-00-2206-61-453000	Sanitary Sewer Utility Fund	\$41,351.56	\$771,474.52	\$734,565.60	\$703,409.36

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
22-06	1	2104.602/0001	REMOVE PROTRUDING SERVICE CONNECTION	E A	\$250.00	10	0	\$0.00	10	\$2,500.00
22-06	2	2503.602/0001	REOPEN SANITARY SERVICE CONNECTION	EA	\$50.00	551	10	\$500.00	532	\$26,600.00
22-06	4	2503.603/01308	LINING SEWER PIPE 8" EASEMENT	L F	\$20.40	635	0	\$0.00	0	\$0.00
22-06	5	2503.603/28008	LINING SEWER PIPE 8"	L F	\$20.40	26310	585	\$11,934.00	23995	\$489,498.00
22-06	6	2503.603/28010	LINING SEWER PIPE 10"	L F	\$25.60	1933	0	\$0.00	2771	\$70,937.60
22-06	7	2503.603/28012	LINING SEWER PIPE 12"	L F	\$33.50	5808	0	\$0.00	5006	\$167,701.00
22-06	8	2503.603/28015	LINING SEWER PIPE 15"	L F	\$44.10	800	0	\$0.00	809	\$35,676.90



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
22-06	9	2503.603/28018	LINING SEWER PIPE 18"	L F	\$53.00	1263	0	\$0.00	0	\$0.00
Base Bid Totals:								\$12,434.00		\$792,913.50

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
22-06		\$12,434.00	\$792,913.50

Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
22-06	CO	1	10	2104.602/00001	REMOVE PROTRUDING SERVICE CONNECTION	E A	\$500.00	1	0	\$0.00	1	\$500.00
22-06	CO	1	11	2104.602/00002	Upcharge 10" CIPP Lining	EA	\$5,729.80	1	0	\$0.00	1	\$5,729.80
22-06	CO	2	12	2012.602	TRAFFIC CONTROL SPECIAL	EACH	\$750.00	2	0	\$0.00	2	\$1,500.00
22-06	CO	3	13	2503.601	LINING SEWER PIPE 17"	L S	\$15,367.12	1	1	\$15,367.12	1	\$15,367.12
22-06	CO	3	14	2503.603	LINING SEWER PIPE 8"	L F	\$4.08	1431	1431	\$5,838.48	1431	\$5,838.48
22-06	CO	3	15	2503.603	LINING SEWER PIPE 10"	L F	\$5.12	1081	1081	\$5,534.72	1081	\$5,534.72
22-06	CO	3	16	2503.603	LINING SEWER PIPE 12"	L F	\$6.70	364	364	\$2,438.80	364	\$2,438.80
Contract Change Totals:										\$29,179.12		\$36,908.92

Contract Total	\$870,813.76
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date
3	Special-order 17" liner & working days affected due to manufacturing, delivery, scheduling and wet out of liner. Add Pre/Clean & TV for footage that was prepped for lining but not lined.	\$29,179.12	\$29,179.12
2	Traffic Control setups for lining on CR B. SSMH: 14-030 to 11-179	\$0.00	\$1,500.00
1	Upcharge for 17' CIPP lining MH 2-165 to MH 2-214 of \$5,729.80 (total cost is \$6,165) Protruding tap removal at 2172 Acorn Road \$500.00	\$0.00	\$6,229.80



Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining
4	2503.603/01308	LINING SEWER PIPE 8" EASEMENT	2022-04-15	635 L F \$2,578.63	0 L F \$0.00	635 L F \$2,578.63
5	2503.603/28008	LINING SEWER PIPE 8"	2022-03-21	5,391 L F \$21,891.94	2,432 L F \$9,875.94	2,959 L F \$12,016.00
5	2503.603/28008	LINING SEWER PIPE 8"	2022-04-15	20,919 L F \$84,948.52	19,579 L F \$79,507.01	1,340 L F \$5,441.51
6	2503.603/28010	LINING SEWER PIPE 10"	2022-04-15	323 L F \$1,801.15	323 L F \$1,801.15	0 L F \$0.00
6	2503.603/28010	LINING SEWER PIPE 10"	2022-04-15	1,610 L F \$8,977.89	1,610 L F \$8,977.89	0 L F \$0.00
7	2503.603/28012	LINING SEWER PIPE 12"	2022-04-15	5,808 L F \$38,405.98	5,006 L F \$33,102.67	802 L F \$5,303.31
8	2503.603/28015	LINING SEWER PIPE 15"	2022-04-15	800 L F \$7,751.32	800 L F \$7,751.32	0 L F \$0.00
9	2503.603/28018	LINING SEWER PIPE 18"	2022-04-15	1,263 L F \$15,651.89	0 L F \$0.00	1,263 L F \$15,651.89

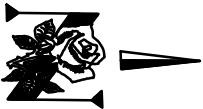
CITY OF ROSEVILLE, MINNESOTA

COUNTY ROAD B UTILITY IMPROVEMENTS

COUNTY ROAD B/DALE STREET DALE STREET/COHANSEY BLVD. SANITARY SEWER IMPROVEMENT PROJECT CITY PROJECT NUMBER 17-20

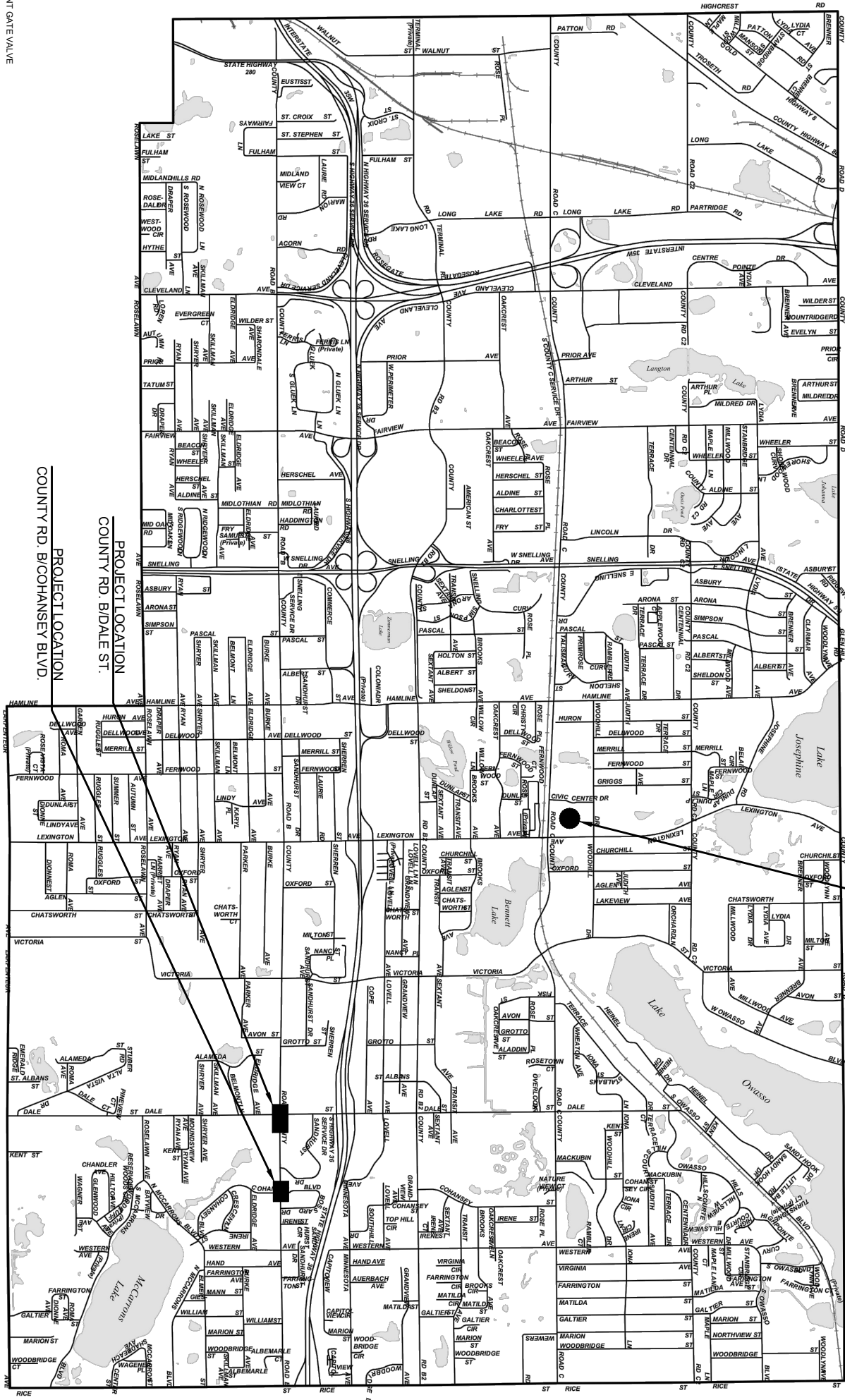
CONSTRUCTION PLANS FOR: BITUMINOUS REMOVAL AND REPLACEMENT, EXCAVATION,
CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT, SANITARY SEWER,
WATER MAIN, RESTORATION, AND OTHER RELATED WORK.

BID OPENING AT
ROSEVILLE CITY HALL



KEY

- #1800
-HOUSE NUMBER
-EXISTING CURB & GUTTER
-PROPOSED CURB & GUTTER
-EXISTING CATCH BASIN
-PROPOSED CATCH BASIN
-CONCRETE
-BITUMINOUS
-GRAVEL
-REMOVALS
-POWER POLE
-FENCE
-CONIFEROUS TREES
-DECIDUOUS TREE
-STREET SIGN
-EXISTING WATERMAIN
-EXISTING GATE VALVE
-EXISTING HYDRANT & HYDRANT GATE VALVE
-MANHOLE FOR SANITARY OR STORM SEWER
-EXISTING SANITARY SEWER
- >>.....EXISTING STORM SEWER
-PROPOSED SEWER LINE (NEW OR REPLACEMENT)
-UNDERGROUND GAS MAIN
-UNDERGROUND TELEPHONE LINE
-OTHER UNDERGROUND PIPELINE



PROJECT LOCATION
COUNTY RD. B/DALE ST.

PROJECT LOCATION
COUNTY RD. B/DALE ST.

PROJECT LOCATION
COUNTY RD. B/DALE ST.

NOTES:
THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS
DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-2. ENTITLED "STANDARD GUIDELINES FOR THE
COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA". ALL CONTRACTORS MUST CONTACT
Gopher State ONE BEFORE CONSTRUCTION BEGINS.
MN TOLL FREE (800) 252-1166
TWIN CITIES (651) 454-0002

CITY OF ROSEVILLE ENGINEERING DEPT., 2660 CIVIC CENTER DRIVE, ROSEVILLE, MINNESOTA 55113, (651) 792-7004

GOVERNING SPECIFICATIONS

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
"STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.
ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE
COMPLIED WITH DURING CONSTRUCTION OF THIS PROJECT.
ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO
THE MUTCTD, INCLUDING "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL
ZONE LAYOUTS", LATEST EDITION.

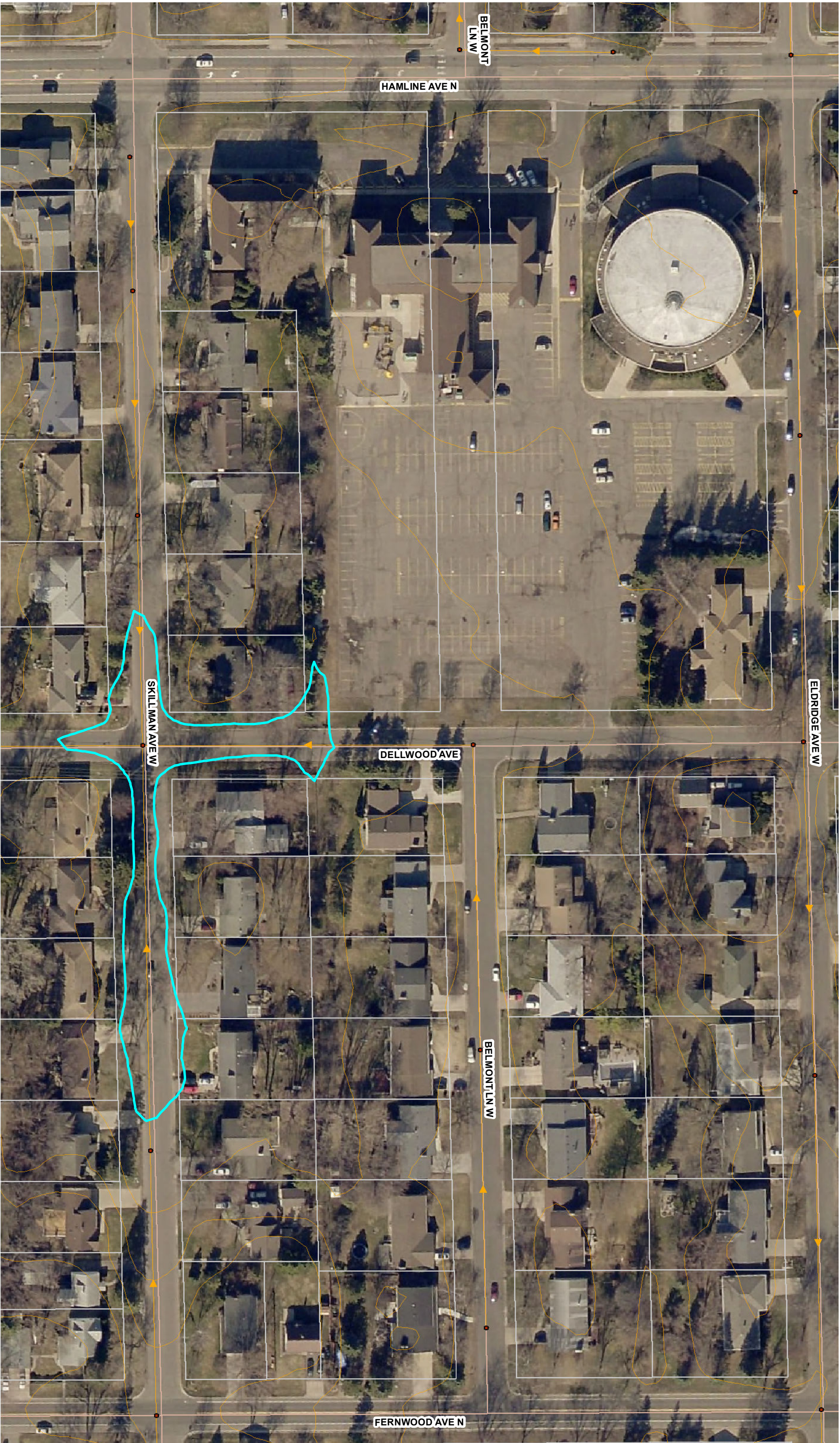
INDEX

SHEET NO.	DESCRIPTION
1.	TITLE SHEET
2.	ESTIMATED QUANTITIES
3.	STANDARD DETAILS
4.	SWPPP NARRATIVE
5.	REMOVALS PLAN-COUNTY ROAD B/DALE STREET
6.	SANITARY SEWER-COUNTY ROAD B/DALE STREET
7.	SANITARY SEWER-COUNTY ROAD B/COHANSEY BLVD.
8.	TEMPORARY BYPASS PUMPING PLAN-COUNTY ROAD B/DALE STREET
9.	DETOUR PLAN-COUNTY ROAD B/DALE STREET
10.	DETOUR PLAN-COUNTY ROAD B/COHANSEY BLVD.
11.	DETOUR PLAN-COUNTY ROAD B/BEAST OF DALE STREET
12.	STRIPING PLAN-COUNTY ROAD B/DALE STREET

THIS PLAN CONTAINS 12 SHEETS

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

DATE 0/19/21 LICENSE NO. 47272
CITY ENGINEER



KEY

- 1800 HOUSE NUMBER
- ===== EXISTING CURB & GUTTER
- ===== PROPOSED CURB & GUTTER
- EXISTING CATCH BASIN
- PROPOSED CATCH BASIN
- CONCRETE
- BITUMINOUS
- GRAVEL
- BITUMINOUS MILL
- BITUMINOUS RECLAM
- POWER POLE
- FENCE
- CONIFEROUS TREES
- DECIDUOUS TREE
- STREET SIGN
- EXISTING WATERMAIN
- EXISTING GATE VALVE
- EXISTING HYDRANT & HYDRANT GATE VALVE
- EXISTING MANHOLE FOR SANITARY OR STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- > PROPOSED SANITARY SEWER LINE
- > PROPOSED STORM SEWER LINE
- >> PROPOSED STORM SEWER LINE
- GAS
- UNDERGROUND GAS MAIN
- UNDERGROUND TELEPHONE LINE
- B/ELEC UNDERGROUND ELECTRIC LINE

CONSTRUCTION PLAN FOR UTILITY REPLACEMENT, GRADING, AGGREGATE BASE, CONCRETE PATHWAY, BITUMINOUS SURFACING, BITUMINOUS MILLING, STORM SEWER, CONCRETE CURB & GUTTER REPAIR AND REPLACEMENT, ROAD STRIPING AND OTHER RELATED WORK.

S.A.P. 160-222-011, LOCATED ON: WESTERN AVENUE BETWEEN COUNTY ROAD C AND SOUTH OWASSO BOULEVARD (Geographic Description)

S.A.P. 160-254-002, LOCATED ON: WEST OWASSO BOULEVARD BETWEEN VICTORIA STREET AND ROSEVILLE/SHOREVIEW CITY BOUNDARY (Geographic Description)

S.A.P. 160-020-042, S.A.P. 062-649-051, LOCATED ON: RICE STREET BETWEEN COUNTY ROAD C-2 AND WOODLYN AVENUE (Geographic Description)

21-04 MILL & OVERLAY
S.NELLING AVE. & LYDIA AVE.
S.A.P. 160-226-009

21-04 MILL & OVERLAY
BEGIN W. OWASSO BLVD.
S.A.P. 160-254-002
(STA. 0+22.60)

21-04 MILL & OVERLAY
END W. OWASSO BLVD.
S.A.P. 160-254-002
(STA. 36+04.18)

21-04 PATHWAY CONSTRUCTION
END RICE ST.
S.A.P. 160-020-042
S.A.P. 062-649-051
(STA. 18+18.41)



GOVERNING SPECIFICATIONS

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.
ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH DURING CONSTRUCTION OF THIS PROJECT.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MUTIID, INCLUDING "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS", LATEST EDITION.

INDEX

SHEET NO.	DESCRIPTION
1.	TITLE SHEET
2-3.	ESTIMATED QUANTITIES
4-6.	TABULATION SHEETS
7-8.	TYPICAL SECTIONS
9-10.	STANDARD DETAILS
11-16.	PEDESTRIAN RAMP STANDARD PLANS
17-20.	DRIVEWAY STANDARD PLANS
21.	SWPPP NARRATIVE
22.	REMOVALS PLAN - RICE STREET SIDEWALK
23.	STORM SEWER - RICE STREET SIDEWALK
24.	STORM SEWER - OLD HIGHWAY 8
25-29.	PLAN AND PROFILE - WEST OWASSO BOULEVARD
30-35.	PLAN AND PROFILE - WESTERN AVENUE
36.	PLAN AND PROFILE - WESTERN AVENUE
37.	PLAN AND PROFILE - MAPLE LANE COURT
38-41.	PLAN AND PROFILE - RAMBLER COURT/STANBRIDGE CIRCLE
42-43.	PLAN AND PROFILE - VIRGINIA AVENUE
44-45.	PLAN AND PROFILE - FARRINGTON STREET
46-47.	PLAN AND PROFILE - MATILDA STREET
48-49.	PLAN AND PROFILE - MAPLE LANE
50-51.	PLAN AND PROFILE - NORTHVIEW STREET
52-53.	PLAN AND PROFILE - WOODBRIDGE STREET
54.	PLAN AND PROFILE - IRVINE CIRCLE
55.	PLAN AND PROFILE - EVA CIRCLE
56-59.	PLAN AND PROFILE - PASADENA DRIVE
60-63.	PLAN AND PROFILE - TALISMAN CURVE
64.	PLAN AND PROFILE - JUDITH AVENUE
65-66.	PLAN AND PROFILE - PRIMROSE CURVE
67-68.	PLAN AND PROFILE - SHELTON STREET
69.	PLAN AND PROFILE - RAMBLER ROAD
70.	PLAN AND PROFILE - SHELTON STREET
71-72.	PLAN AND PROFILE - WILBRED DRIVE
73.	PLAN AND PROFILE - LYDIA AVENUE
74.	PLAN AND PROFILE - ARTHUR PLACE
75.	PLAN AND PROFILE - COUNTRY ROAD C-2
76-77.	PLAN AND PROFILE - ELDRIDGE AVENUE
78-79.	PLAN AND PROFILE - SHRYVER AVENUE
80-81.	PLAN AND PROFILE - RYAN AVENUE
82.	PLAN AND PROFILE - ALDINE STREET
83.	PLAN AND PROFILE - BEACON STREET
84.	PLAN AND PROFILE - WHEELER STREET
85.	PLAN AND PROFILE - HERSCHEL STREET
86-87.	PLAN AND PROFILE - MID OAKS LANE
88.	PLAN AND PROFILE - MID OAKS ROAD
89.	PLAN AND PROFILE - ASBURY STREET
90.	PLAN AND PROFILE - ARONA STREET
91.	SIDEWALK CONSTRUCTION - HAMLINE AVENUE & JUDITH AVENUE
92.	SIDEWALK CONSTRUCTION - HAMLINE AVENUE & BELMONT AVENUE
93.	ALTERNATE BID A - STORM SEWER MODIFICATION - SHOREWOOD LANE
94-96.	ALTERNATE BID A - STORM SEWER MODIFICATION - RICE STREET
97-100.	ALTERNATE BID A - PLAN AND PROFILE - SHOREWOOD LANE
101-102.	ALTERNATE BID A - PLAN AND PROFILE - ARONA STREET
103-106.	SIGNING AND STRIPING PLAN - WESTERN AVENUE
107-108.	SIGNING AND STRIPING PLAN - WEST OWASSO BLVD.
109-114.	CROSS SECTIONS - RICE STREET PATHWAY
115-117.	CONSTRUCTION NOTES AND ESTIMATED QUANTITIES - S.NELLING AVENUE AND LYDIA AVENUE
118.	STRIPING DETAILS - S.NELLING AVENUE AND LYDIA AVENUE
119.	REMOVAL PLAN - S.NELLING AVENUE AND LYDIA AVENUE
120.	CONSTRUCTION PLAN - S.NELLING AVENUE AND LYDIA AVENUE

PROJECT LOCATION
COUNTY : RAMSEY
DISTRICT : METRO

0 2.5 5 10
SCALE IN FEET
VERTICAL PROFILE

0 15 30 60
SCALE IN FEET
HORIZONTAL PLAN
HORIZONTAL PROFILE

NOTES:
THE CONTRACTOR SHALL VERIFY ALL EXISTING UNDERGROUND UTILITY LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION. ALL INPLACE UTILITIES MAY NOT BE SHOWN ON THIS PLAN & THOSE THAT ARE SHOWN, MAY NOT BE SHOWN IN THE EXACT LOCATIONS.
THE SUBSURFACE UTILITY INFORMATION IN THIS PLANSET IS UTILITY QUALITY LEVEL D. THE QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF THE C/ASSE 38-2. ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DECODING OF EXISTING SUBSURFACE UTILITY DATA".
ALL CONTRACTORS MUST CONTACT Gopher State One BEFORE CONSTRUCTION BEGINS.
NIN TOLL FREE (800) 252-1166
TWIN CITIES (651) 454-0022

THIS PLAN CONTAINS 120 SHEETS

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

CITY ENGINEER

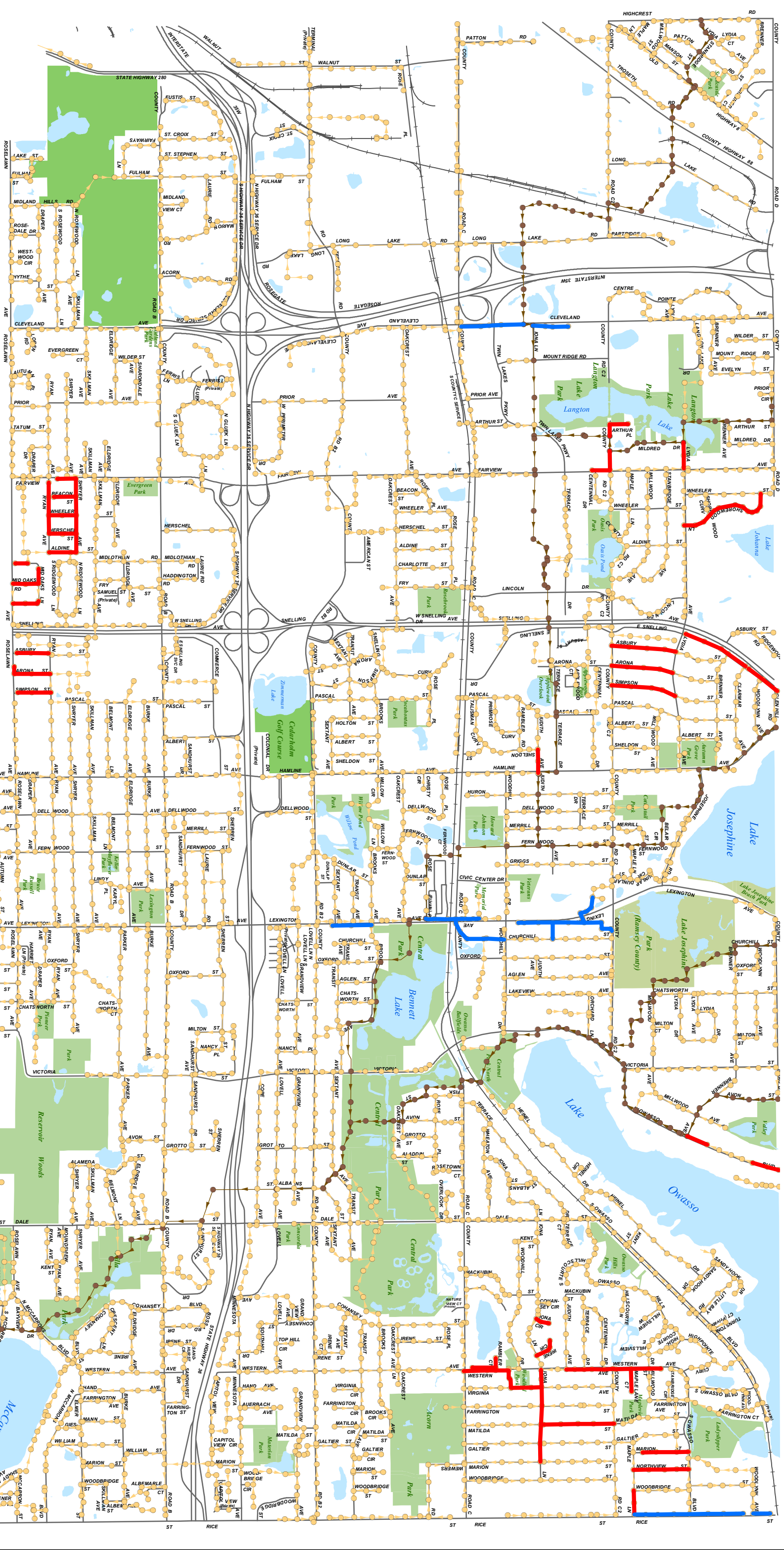
DATE 1/29/2021 LICENSE NO. 47272

APPROVED DATE 3/16/21

RAMSEY COUNTY ENGINEER

REVIEWED FOR COMPLIANCE WITH _____ DATE _____
STATE AID RULES POLICY _____ DISTRICT STATE AID ENGINEER

APPROVED FOR STATE AID FUNDING _____ STATE AID ENGINEER _____ DATE _____



2021 Proposed Sanitary Sewer Lining Segments

2021 Lining Segment 1 (27,627 ft)

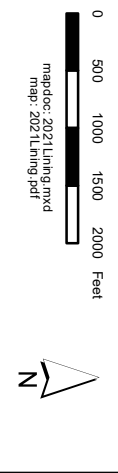
2021 Lining Segment 2 (9,995 ft)

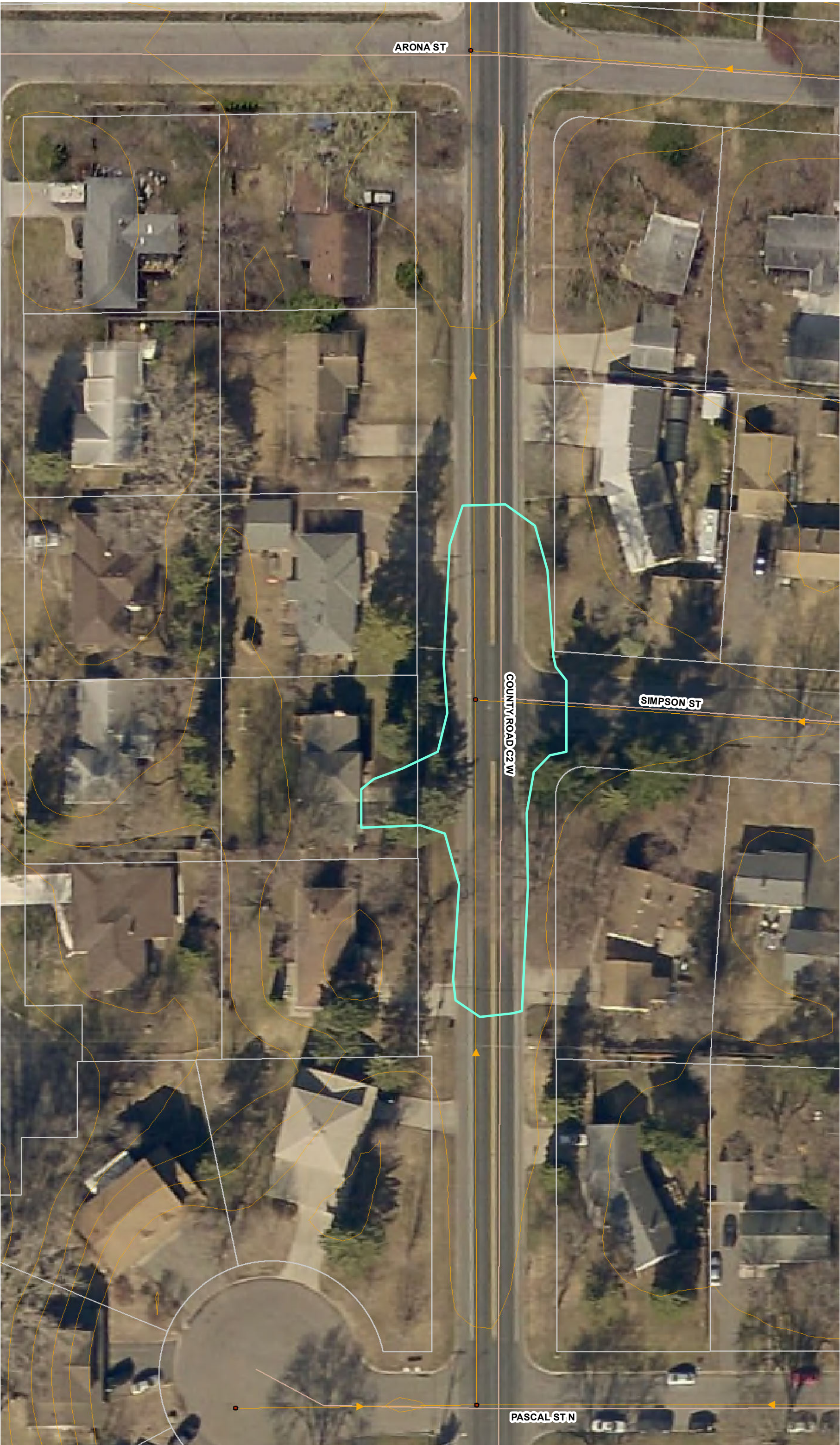


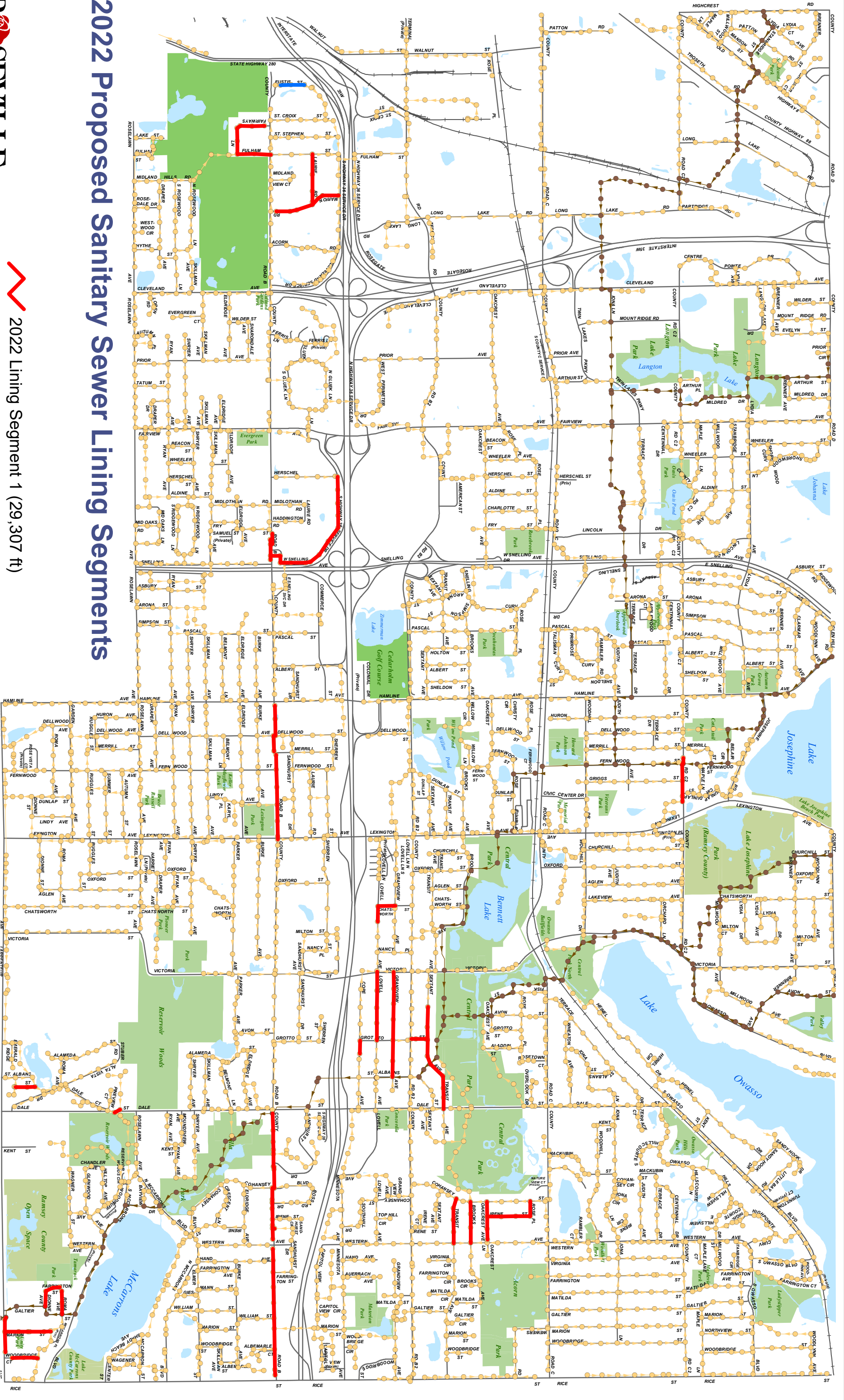
Prepared by:
Engineering Department
September 18, 2020

Data Sources and Contacts:
* Ramsey County GIS Base Map (8/05/20)
* City of Roseville Engineering Department
City of Roseville Engineering Department,
2860 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 same shown, and is to be used for informational purposes only. The City of Roseville does not warrant the accuracy, completeness, or reliability of this map or any data derived from it. The City of Roseville does not accept any liability for any damages, including consequential damages, arising from the use of this map or any data derived from it. The City of Roseville does not accept any liability for any damages, including consequential damages, arising from the use of this map or any data derived from it.







2022 Proposed Sanitary Sewer Lining Segments

- 2022 Lining Segment 1 (29,307 ft)
- 2022 Lining Segment 2 (464 ft)

Attachment I-A

State of Minnesota General Obligation Bond Financed CERTIFICATION

The undersigned hereby certifies as follows:

☐ This Certification is being submitted pursuant to the Waiver of Real Property Declaration granted by Minnesota Management and Budget to Metropolitan Council for Municipal Publicly Owned Infrastructure Inflow/Infiltration projects or the portions thereof which lie entirely within public road, street and highway rights-of-way and utility easements.

City of Roseville certifies that [Grantee] has read and will comply with the terms and conditions of the Waiver of Real Property Declaration, a copy of which is attached to this Certification and further, that the Governmental Program which is the subject of and described in the Municipal Publicly-Owned Infrastructure Inflow/Infiltration Grant Agreement [No. 16596] between [Grantee] and Metropolitan Council qualifies for the Waiver of Real Property Declaration attached hereto. [Attach copy of Waiver to this Certification. The Waiver to Metropolitan Council is Attachment V to the Grant Agreement.]

The undersigned owns ☒ fee title to property and/or ☒ permanent easement and/or ☒ other easement which meets the requirements of this Agreement for wastewater collection purposes and/or permit for pipe in [identify Permitter, e.g., Hennepin Co.] public right of way which meets the requirements of this Agreement for wastewater collection purposes and a wastewater collection system within the fee title, permanent easement, and/or the other easement and wastewater collection system being located in Ramsey County, Minnesota. The fee title property, permanent easement and/or other easement and the wastewater collection system therein is referred to as "Restricted Property" and is described in Exhibit A attached hereto by **legal description, narrative description, or diagram.**

As the owner of the Restricted Property, the undersigned hereby acknowledges the following restrictions and encumbrances with respect to the Restricted Property:

- A. The Restricted Property is State bond financed property within the meaning of Minn. Stat. § 16A.695 that exists as of the effective date of the grant agreement identified in paragraph B below, is subject to the encumbrance created and requirements imposed by such statutory provision, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, or its successor, which approval must be evidenced by a written statement

B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in the G.O. Grant Agreement between Metropolitan Council and [Grantee], dated _____, ____ (the "G.O. Grant Agreement").

SIGNATURE BLOCK AND ACKNOWLEDGMENT

By:

Title:

Dated:

On the 31st day of March, 2023, before me a notary public within and for said County, personally appeared Jesse Freihammer named in the forgoing instrument as the Public Works Director of City of Roseville and acknowledged said instrument was signed on behalf of said City of Roseville.



Notary Public

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was duly held on the 10th day of April, 2023, at 6:00 p.m.

The following members were present: Groff, Strahan, Etten, Schroeder, and Roe;
and the following members were absent: None.

Councilmember Etten introduced the following resolution and moved its adoption:

RESOLUTION No. 11975

**APPROVAL OF GRANT AGREEMENT BETWEEN METROPOLITAN
COUNCIL AND THE CITY OF ROSEVILLE FOR GRANT ELIGIBLE WORK**

BE IT RESOLVED by the City Council of the City of Roseville, as follows:

WHEREAS, the Minnesota State Legislature has appropriated \$5 million in general obligation bond funds for grants to municipalities to reduce inflow and infiltration in their public system infrastructure, administered by Metropolitan Council Environmental Services (MCES); and

WHEREAS, the MCES has identified the City of Roseville as one of many metro cities having excessive quantities of stormwater and groundwater, commonly referred to as inflow and Infiltration (I&I), entering the public sanitary sewer system; and

WHEREAS, to facilitate the reduction of Inflow and Infiltration (I&I), MCES is offering a preliminary Minimum Allocation of \$25,000 per metro city, with provision for future distribution of available funding until the total for the State of Minnesota has been expended on I&I reduction measures; and

WHEREAS, staff has identified public sanitary sewer and storm sewer system components requiring improvements to minimize or eliminate excessive I&I.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City Of Roseville, Minnesota, that the Public Works Department is authorized to apply for these grants; and

BE IT FURTHER RESOLVED that the City Manager or their designee be authorized to submit the applications and to serve as the contact person; and

BE IT FURTHER RESOLVED that the City agrees to remit available grant funding towards the continued minimization of elimination of excessive I&I within the public sanitary sewer system; and

BE IT FURTHER RESOLVED that the City will secure and retain receipts for all eligible repairs and that MCES will have reasonable access to audit these records upon request.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember Groff and upon vote being taken thereon, the following voted in favor thereof: Groff, Strahan, Etten, Schroeder, and Roe; and the following voted against the same: None.

WHEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

WITNESS MY HAND officially as such Manager this 10th day of April, 2023.


Patrick Trudgeon, City Manager

(SEAL)

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: June 20, 2023
Item No.: 10.g

Department Approval



City Manager Approval



Item Description: Approve Lease Amendment for Public Works Leased Space

BACKGROUND

Since February 2016, the City of Roseville has been leasing additional storage space from 2277 Roseville West, LLC. The latest lease was signed December 1, 2018. This property at 2277 Highway 36 West is used by the City to store vehicles, equipment and other miscellaneous materials that do not have storage space available at the maintenance facility. Many of the items are rotated seasonally such as street sweepers or plow equipment.

The current lease expires on December 31, 2023. Staff negotiated with the current owner to extend the lease for three more years with two one-year options. This will give the City options in the future should funding for a new maintenance facility be approved in 2024.

The proposed amendment sets new monthly base rates. The base rates increase each year by \$0.25 per sq/ft which equates to just under 3% annually. This is consistent with the rate increases under the current lease agreement.

The City Attorney has reviewed the amendment.

POLICY OBJECTIVE

It is City policy to keep City-owned infrastructure in good operating condition and to keep systems operating in a safe condition.

BUDGET IMPLICATIONS

Under the current lease agreement, the City's 2023 rate is \$60,183.72 annually or \$5,015.31 monthly which equates to \$8.25/SF/month rate. Based on the existing lease, the monthly square foot lease rate increased \$0.25/SF annually for the last 4 years. Under the proposed amendment, the annual increase would remain the same at \$0.25/SF which equates to just under 3% annually.

The lease costs are split equally between the water, sanitary sewer and storm sewer funds.

RACIAL EQUITY IMPACT SUMMARY

There should be no equity impacts associated with this agreement.

STAFF RECOMMENDATION

Staff recommends the City Council approve Amendment to Lease Agreement with 2277 Roseville West, LLC.

28 **REQUESTED COUNCIL ACTION**

29 Motion to approve Amendment to Lease Agreement with 2277 Roseville West, LLC.

Prepared by: Jesse Freihammer, Public Works Director

Attachments: A: Amendment to Lease Agreement

B: Existing Lease Agreement

Amendment to Lease Agreement

This is the First amendment to the Lease agreement made and entered into as of this **1st** day of **June, 2023** by and between 2277 Roseville West, LLC sometimes herein after called “Landlord” and City of Roseville sometimes herein after called the “Tenant”, who have heretofore entered into that certain lease agreement that commenced on December 1, 2018 for property commonly known as Roseville West, at 2277 Highway 36 West, Warehouse/Garage A in the City of Roseville, State of Minnesota.

WITNESSETH:

Whereas, Landlord and Tenant desire to amend the lease agreement and the Landlord and Tenant mutually agree as follows:

1. The lease agreement, and this amendment thereto may hereinafter be referred to collectively as the “Agreement”. Any term not defined herein shall have the definition set forth in the original lease agreement commenced on December 1, 2018.
2. **Term:** The term of this lease is extended for a period of three (3) years from the current expiration date of December 31, 2023. The new expiration date of this lease shall be December 31, 2026.
3. **Base Rent for Extension Period:** The Base Rent during the extended period shall be:

<u>Period</u>	<u>Annually</u>	<u>Monthly</u>	<u>Per Sq Ft</u>
January 1, 2024 to December 31, 2024	\$62,007.48	\$5,167.29	\$8.50
January 1, 2025 to December 31, 2025	\$63,831.24	\$5,319.27	\$8.75
January 1, 2026 to December 31, 2026	\$65,655.00	\$5,471.25	\$9.00

4. **Renewal Option:** Tenant will have the two (2) one (1) years options to renew the lease. Tenant will need to give written notice to Landlord of its intent to exercise each one year renewal option at least six (6) months prior the expiration of the Lease. The Base Rent for each renewal period shall be as follows if exercised:

<u>Period</u>	<u>Annually</u>	<u>Monthly</u>	<u>Per Sq Ft</u>
January 1, 2027 to December 31, 2027	\$67,478.76	\$5,623.23	\$9.25
January 1, 2028 to December 31, 2028	\$69,302.52	\$5,775.21	\$9.50

(signature page to follow)

As specifically amended herein, the Agreements are hereby confirmed in their entirety and shall remain in full force and effect.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement the date and year first above written.

LANDLORD:

2277 Roseville West, LLC

TENANT:

City of Roseville

By: _____
Mark A. Saliterman, Chief Manager

By: _____
Patrick Trudgeon, City Manager

Date: _____

Date: _____

By: _____
Dan Roe, Mayor

Date: _____

LEASE AGREEMENT

Between

2277 ROSEVILLE WEST, LLC

Landlord

And

City of Roseville

Tenant

Warehouse/Garage A, consisting of 7,295 sq ft

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LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), dated _____, 2018, is made by and between 2277 ROSEVILLE WEST, LLC, a Minnesota limited liability company, (collectively "Landlord"), and City of Roseville ("Tenant"), a Minnesota municipal corporation, whose address for the purpose of this Lease shall be 2660 Civic Center Drive, Roseville, Minnesota, 55113.

IT IS AGREED AS FOLLOWS:

1. DEMISE. Landlord does hereby lease to Tenant and Tenant hereby rents the premises described as: Garage A consisting of approximately 7,295 square feet located at 2277 Highway 36 West, in Roseville, Minnesota (the "Building"), which, more particularly, includes the space shown on the site plan attached hereto as Exhibit A and made a part hereof (the "Premises").
2. TERM. Commencing on December 1, 2018, and continue until December 31, 2023.
3. RENT.

- (A) Gross Rent. Tenant shall pay for the use and occupancy of the Premises a gross rental ("Rent"), payable in equal monthly installments, due on the first day of each month, in advance and without demand, during the Lease Term. Gross Rent payable by Tenant during the Lease Term shall be paid at the following annual rates below, and in the corresponding monthly amounts:

	<u>Annually</u>	<u>Monthly</u>	<u>per sq ft</u>
December 1, 2018 to December 31, 2018		\$4,407.40	(\$7.25)
January 1, 2019 to December 31, 2019	\$52,888.80	\$4,407.40	(\$7.25)
January 1, 2020 to December 31, 2020	\$54,712.56	\$4,559.38	(\$7.50)
January 1, 2021 to December 31, 2021	\$56,536.20	\$4,711.35	(\$7.75)
January 1, 2022 to December 31, 2022	\$58,359.96	\$4,863.33	(\$8.00)
January 1, 2023 to December 31, 2023	\$60,183.72	\$5,015.31	(\$8.25)

The monthly installment of Base Rent payable for any period during the Lease Term hereof which is less than one (1) month shall be a pro-rata portion of the monthly installment. Base Rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to such other persons or at such other places as Landlord may designate in writing.

- (A) Place of Payment. All Base Rent and Additional Rent (hereinafter defined, collectively "Rent") shall be paid to Landlord at the following address or at such place as Landlord may designate from time to time, in writing addressed to Tenant:

2277 Roseville West, LLC
4301 Highway 7, Suite 100
St. Louis Park, MN 55416

- (B) Late Charge. Tenant hereby acknowledges that late payment by Tenant of Rent or other sums due thereunder will cause Landlord to incur costs not contemplated by this Lease. Therefore, if any installment of Rent or any other sum due from Tenant shall not be received by Landlord within ten (10) days after such amount is due, Tenant shall pay to Landlord with the payment of such installment or other sum a late charge of six

percent (6%).

(C) Security Deposit. NONE

4. OPTION TO CANCEL LEASE – After December 31, 2021, Tenant shall have the option to cancel this lease by giving six (6) months written notice to the Landlord. The lease will then terminate on the last day of the sixth month following the written notice.
5. Intentionally Left Blank
6. PERMITTED USE. Tenant covenants that the Premises will be used solely for Warehouse and Storage of Vehicles and Equipment and for no other use or purpose (the "Permitted Use"). Tenant further covenants that the Premises will not be used or occupied for any unlawful purposes. Tenant agrees to and shall use the Premises solely for the purpose of conducting the Permitted Use and for no other business or purpose.
7. OPERATING EXPENSES - Intentionally Left Blank
8. ADDITIONAL RENT - Intentionally Left Blank
9. SORTING AND SEPARATION OF REFUSE AND TRASH. - Intentionally Left Blank
10. HAZARDOUS WASTE. The term "Hazardous Substances," as used in this Lease shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local law, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment. Tenant hereby agrees that: (A) no activity will be conducted on the Premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business activities (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Landlord; Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (B) the Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Tenant's business (the "Permitted Materials") provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and approved in advance in writing by Landlord; Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (C) no portion of the Premises will be used as a landfill or a dump; (D) Tenant will not install any underground tanks of any type; (E) Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; and (F) Tenant will not permit any Hazardous Substances to be brought onto the Premises, except for the Permitted Materials, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. Landlord or Landlord's representative shall have the right but not the obligation to enter the Premises upon notice to Tenant for the purpose of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in Landlord's sole opinion, that the Permitted Materials are being improperly stored, used, or disposed of, then Tenant shall immediately take such corrective action as requested by Landlord. Should Tenant fail to take such corrective action within 24 hours, Landlord shall have the right to perform such work and

Tenant shall promptly reimburse Landlord for any and all reasonable costs associated with said work. If at any time during or after the Lease Term, the Premises are found to be so contaminated or subject to said conditions due to Tenant's acts or omissions under this Paragraph 10, Tenant shall diligently institute proper and thorough cleanup procedures at Tenant's sole cost, and Tenant agrees to indemnify, defend and hold harmless Landlord, its lenders, any managing agents and leasing agents of the Premises, and their respective agents, partners, officers, directors and employees, from all third-party claims, demands, actions, liabilities, costs, expenses, damages (actual or punitive) and obligations of any nature arising from or as a result of the acts or omissions of use of the Premises by Tenant as set forth in this Paragraph 10. The foregoing indemnification and the responsibilities of Tenant shall survive the termination or expiration of this Lease.

During the Lease Term, Tenant shall promptly provide Landlord with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, complaints, investigations, judgments, letters, notice of environmental liens, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, the State of Minnesota Environmental Protection Agency or other federal, state or local agency or authority, or any other entity or individual, concerning: (i) any Hazardous Substance and the Premises; (ii) the imposition of any lien on the Premises; or (iii) any alleged violation of or responsibility under any Environmental Law as it relates to the Premises.

11. INSURANCE.

- A. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies acceptable to Landlord and Landlord's lender and qualified to do business in the State. Each policy shall name Landlord, and any mortgagee of Landlord, as an additional insured. Each policy shall contain: a) a cross-liability endorsement; b) a provision that such policy shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance; and c) a waiver by the insurer of any right of subrogation against Landlord, its agents, employees and representatives, which arises under such policy or by reason of any act or omission of Landlord, its agents, employees or representatives. A certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is first given the right of possession of the Premises, and thereafter within thirty (30) days after any demand by Landlord therefor. No such policy shall be cancelable, except after twenty (20) days written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure insurance on Tenant's behalf and charge the Tenant the premiums together with a twenty-five percent (25%) handling charge, payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies, provided such blanket policies expressly afford coverage to the Premises, Landlord, Landlord's mortgagee and Tenant as required by this Lease.
- B. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall maintain in effect policies of casualty insurance covering: a) fire and extended coverage insurance, including

protection against vandalism and malicious mischief, plus "all-risk" endorsements insuring all Leasehold Improvements (including any alterations, additions or improvements as may be made by Tenant pursuant to the provisions of Article 13 hereof); and b) trade fixtures, merchandise and other personal property and c) Tenant's plate glass insurance on the storefront of Premises. The proceeds of such insurance shall be used for the repair or replacement of the property so insured.

- C. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall maintain in effect workers' compensation insurance as required by law and comprehensive public liability and property damage insurance with respect to the construction of improvements on the Premises, the operation of the Premises and the operations of Tenant in or about the Premises providing personal injury and broad form property damage coverage for not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, death and property damage liability.

12. **DAMAGE OR RESTORATION.** If, prior to or during the Lease Term, or any extension thereof, the Premises or the Building, shall be so damaged or destroyed by fire or other casualty so as to render them untenable for the purposes set forth in Paragraph 6 hereof, then Landlord, at its sole option, shall have the right to cancel and terminate this Lease. If not terminated, then Landlord shall repair and restore the Premises with all reasonable speed to substantially the same condition as immediately prior to such damage or destruction, exclusive of Tenant's furniture, personal property and leasehold improvements that Tenant is required to insure hereunder, and the Rent or a just and proportionate part thereof, according to Tenant's ability to utilize the Premises in its damaged condition, shall be abated until the Premises shall have been repaired and restored by Landlord. If the Premises are not repaired and restored by Landlord such that Tenant may transact and conduct its normal business operations within 30 days, Tenant may terminate the Lease. But if the Premises shall be damaged by fire or other casualty so as not to be rendered Untenable, then Landlord agrees to repair the Premises with reasonable promptness but not more than thirty (30) days and the Rent accrued and accruing, shall not cease. "Untenable" Premises shall be such as to not allow Tenant to transact and effectuate its normal business operations in the ordinary course of business.
13. **INDEMNIFICATION.** To the fullest extent permitted by law, Tenant agrees to indemnify and hold Landlord harmless from any and all losses, damages, liability, or expenses (including reasonable attorney's fees) incurred by Landlord, arising from loss of life, personal injury and/or property damage, caused by or resulting from, in whole or in part, any negligent act or omission or intentional misconduct of Tenant or any officer, agent, contractor or employee of Tenant, in connection with Tenant's use of or occupancy of the Premises. Landlord agrees to indemnify and hold Tenant harmless from any and all losses, damages, liability, or expenses (including reasonable attorney's fees) incurred by Tenant, arising from loss of life, personal injury and/or property damage, caused by or resulting from, in whole or in part, any negligent act or omission or intentional misconduct of Landlord or any officer, agent, contractor or employee of Landlord, in connection with Landlord's management and operation of the Premises. Nothing in this Agreement is intended to constitute, nor shall be construed to constitute, a waiver of any liability limitations governed by Minnesota Statutes Chapter 466.
14. **ASSIGNMENT AND SUBLETTING.** This Lease shall not be assigned nor Premises sublet without the prior written permission of Landlord, which consent Landlord will not unreasonable withhold.
15. **CARE OF PREMISES.** Tenant, at Tenant's sole expense, shall comply with all laws, rules,

orders, ordinances, directions, regulations and requirements of federal, state, county, and municipal authorities now in force or which may hereafter be in force, which shall impose any duty upon Landlord or Tenant with respect to the use, occupation or alteration of the Premises.

Notwithstanding anything to the contrary contained herein, Tenant will keep, maintain and preserve the Premises in the same condition as Tenant received the Premises. When and if needed, at Tenant's reasonable sole cost and expense, Landlord will make all interior repairs and replacements including but not limited to interior walls, doors and windows, floors, floor coverings, light bulbs, plumbing fixtures, and electrical fixtures. Tenant will also reimburse to Landlord, at Tenant's reasonable sole cost and expense, costs to repair or replace any broken windows and/or damage to the Building or Premises caused by the gross negligence of Tenant or its employees, agents, guests or invitees during the Lease Term. The above repairs, replacements, and/or services must be performed by an approved contractor of Landlord. Should Tenant fail to perform all interior repairs and replacements to the Premises, such repairs may be performed by Landlord and charged to Tenant at Tenant's reasonable sole cost and expense. Tenant will comply with all ordinances of the City of Roseville, rules and regulations of the Board of Health and the laws of the State of Minnesota, and any laws, rules or regulations of any governmental authority required of either Landlord or Tenant relative to the repair, maintenance and replacement in the Premises.

Tenant further covenants and agrees that during the Lease Term it will keep the Premises and every part thereof in a good condition and generally that it will in all respects and at all times duly comply with all lawful health and police regulations and also that it will keep the improvements at any time situated upon the Premises comply with the lawful and valid requirements applicable thereto.

16. ALTERATION BY TENANT.

- (A) Tenant is hereby given the right, at its sole cost and expense, at any time during the term hereof, to make any alterations or improvements to the interior of the Premises which Tenant may deem necessary or desirable for its purposes; provided, however, that no alterations or improvements shall be made without the prior, written approval of Landlord, which written approval shall not be unreasonably withheld. Landlord's approval of any plans, specifications or work drawings shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency or compliance with any laws, rules and regulations of governmental agencies or authorities.
- (B) All work herein permitted shall be done and completed by Tenant in a good and workmanlike manner and in compliance with all requirements of law and of governmental rules and regulations. Tenant agrees to indemnify Landlord against all mechanics' or other liens arising out of any of such work, and also against any and all claims for damages or injury which may occur during the course of any such work. Landlord agrees to join with Tenant in applying for all permits necessary to be secured from governmental authorities and to promptly execute such consents as such authorities may require in connection with any of the foregoing work, provided that Tenant shall reimburse Landlord on demand for all reasonable costs incurred (including attorney's fees) in connection with such permitting process.
- (C) Landlord may require that Tenant remove any or all said alterations, improvements or additions at the expiration of the Lease Term, and restore the Premises to their prior condition if Landlord told Tenant at the time of approval of the alteration that the

alteration would need to be removed at the end of the Lease Term, otherwise Tenant shall not be required to remove alterations, improvements or additions. Unless Landlord requires their removal, all alterations, additions and improvements which may be made on the Premises, shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Lease Term. Tenant shall repair any damage to the Premises caused by the installation or removal of Tenant's trade fixtures, furnishings and equipment.

17. CONDEMNATION.

- (A) If the Premises shall be wholly taken by exercise of right of eminent domain, then this Lease shall terminate from the day the possession of the whole of the Premises shall be required under the exercise of such power of eminent domain. Any award for the taking of all or part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord. Tenant reserves such separate rights as it may have against the condemning authority to claim damages for loss of its trade fixtures and the cost of removal and relocation expenses.
- (B) If such part of the Building shall be condemned so as to substantially and materially hamper the operation of Tenant's business in the Premises, then Rent payable hereunder shall be reduced in the proportion that the remaining area of the Premises bears to the original area of the entire Premises leased hereunder. If the parties are unable to agree upon the amount of the reduction in rent within seven (7) days from the date the Tenant's business is substantially and materially hampered, then it shall be arrived at by arbitration, each party to select an arbitrator and if the two arbitrators are unable to agree they shall select a third arbitrator and the three arbitrators so selected shall determine the amount of such reasonable reduction. It is agreed that the findings of the arbitrators shall be binding upon the parties.

18. SUBORDINATION. Tenant shall, upon the written request of Landlord, agree to the subordination of this Lease and the lien hereof to the lien of any present or future mortgage upon the Premises irrespective of the time of execution or the time of recording of any such mortgage. In the event of subordination of this Lease, Landlord will attempt to obtain from the holder of any such mortgage, a written agreement with Tenant to the effect that, in the event of a foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder. The word "mortgage" as used herein includes mortgages and any sale-leaseback transactions, or other similar instruments, and modifications, extensions, renewals, and replacements thereof, and any and all advances thereunder. Tenant agrees, provided the mortgagee, ground Landlord or trust deed holder under any mortgage, ground lease, deed of trust or other security instrument shall have notified Tenant in writing (by the way of a notice of assignment of lease or otherwise) of its address, Tenant shall give such mortgagee, ground Landlord or trust deed holder, or other secured party, simultaneously with delivery of notice to Landlord, by registered or certified mail, a copy of any such notice of default served upon Landlord. Tenant further agrees that such mortgagee, ground Landlord or trust deed holder, or other secured party shall have the right to cure any alleged default during the same period that Landlord has to cure such default.

19. ACCESS TO PREMISES. Landlord and its authorized agents shall have free access to the Premises at any and all reasonable times to inspect the same and for the purposes pertaining to the rights of the Landlord upon notice to Tenant, except in the case of an emergency.

20. RULES AND REGULATIONS. Tenant agrees to comply with all rules and regulations promulgated by Landlord concerning the use and enjoyment of the Premises, including, without limitation, the rules and regulations designated on Exhibit C attached hereto and made a part hereof. Among other things, the rules and regulations specifically prohibit outdoor storage.
21. COVENANTS OF RIGHT TO LEASE. Landlord covenants that it has good and sufficient right to enter into this Lease and that they alone have full right to lease the Premises for the Lease Term. Landlord further covenants that upon performing the terms and obligations of Tenant under this Lease, Tenant will have quiet enjoyment throughout the Lease Term and any renewal or extension thereof.
22. MECHANICS LIENS. Neither Tenant nor anyone claiming by, through, or under this Lease, shall have the right to file or place any mechanics lien or other lien of any kind or character whatsoever upon the Premises or upon the Building or improvement thereon, or upon the leasehold interest of Tenant therein, and notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration repairs or any part thereof, shall at any time be or become entitled to any lien thereon, and for the further security of Landlord, Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and subcontractors who may furnish or agree to furnish any such material, service or labor.
23. EXPIRATION OF LEASE AND SURRENDER OF POSSESSION.
 - (A) Holding Over. Tenant will, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession to Landlord. If Tenant retains possession of the Premises or any part thereof after such termination, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes any one of (ii) creation of a month-to-month tenancy, upon the terms and conditions set forth in this Lease, or (iii) creation of a tenancy at sufferance, in any case upon the terms and conditions set forth in this Lease; provided, however, that the monthly Rent (or daily Rent under (iii)) shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as additional Rent, be equal to 150% of the base Rent being paid monthly to Landlord under this Lease immediately prior to such termination (prorated in the case of (iii) on the basis of a 365-day year for each day Tenant remains in possession). If no such notice is served, then a tenancy at sufferance shall be deemed to be created at the Rent determined in accordance with the preceding sentence. Tenant shall also pay to Landlord all reasonable damages sustained by Landlord resulting from retention of possession by Tenant, including the loss of any proposed subsequent tenant for any portion of the Premises. The provisions of this paragraph shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any Rent or any other act in apparent affirmance of the tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the terms, covenants, or obligations under this Lease on Tenant's part to be performed.
 - (B) Upon the expiration of this Lease, by lapse of time or otherwise, any and all buildings, improvements or additions erected on the Premises by Tenant shall be and become the property of Landlord without any payment therefor and Tenant shall surrender the Premises, together with all and improvements thereto, whether erected by Tenant or Landlord, ordinary wear and tear and damage by fire or other casualty excepted. All workstations, appliances, furniture and the like will remain the property of Tenant.

- (C) Tenant may install adequate equipment and furniture for the operation of its business and upon the termination of this Lease by lapse of time or otherwise, provided all Rent and other amounts that may be due and owing to Landlord have been paid Tenant may remove such equipment and furniture installed by it at Tenant's cost. However, upon removal of such equipment and furniture, Tenant shall also repair any damage caused by such removal or installation.

24. DEFAULT-REMEDIES.

The occurrence of one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

- (A) Failure by Tenant to make payment of any Rent, as and when due, and such a failure shall continue for a period of ten (10) days;
- (B) The making by Tenant of any assignment or arrangement for the benefit of creditors;
- (C) The filing by Tenant of a petition in bankruptcy or for any other relief under the Federal Bankruptcy Law or any other applicable statute;
- (D) The levying of an attachment, execution of other judicial seizure upon the Tenant's property in or interest under this Lease, which is not satisfied or released or the enforcement thereof stayed or superseded by an appropriate proceeding within thirty (30) days thereafter;
- (E) The filing of an involuntary petition in bankruptcy or for reorganization or arrangement under the Federal Bankruptcy Law against Tenant and such involuntary petition is not withdrawn, dismissed, stayed or discharged within sixty (60) days from the filing thereof;
- (F) The appointment of a Receiver or Trustee to take possession of the property of Tenant or of Tenant's business or assets and the order or decree appointing such Receiver or Trustee shall have remained in force undischarged or unstayed for thirty (30) days after the entry of such order or decree;
- (G) The vacating or abandonment of the Premises; or
- (H) The failure by Tenant to perform or observe any other term, covenant, agreement or condition to be performed or kept by Tenant under the terms, conditions, or provisions of this Lease, and such a failure shall continue uncollected for thirty (30) days after written notice thereof has been given by Landlord to Tenant, or such time as would reasonably be needed by Tenant to collect such failure.

Then and in any such event Landlord shall have the right, at the option of Landlord, then or at any time thereafter while such default or defaults shall continue, to, in addition to other remedies available at law or in equity, upon prior written notice to Tenant, elect either: (1) to cure such default or defaults at its own expense and without prejudice to any other remedies which it might otherwise have, any payment made or expenses incurred by Landlord in curing such default with interest thereon at ten percent (10%) per annum to be and become additional Rent to be paid by Tenant with the next installment of Rent falling due thereafter; or (2) to re-enter the Premises, without notice, and dispossess Tenant and anyone claiming under Tenant by summary proceedings or otherwise, and remove their effects, and take complete possession of the Premises and either (a) declare this Lease forfeited and the Lease Term ended, or (b) elect to continue this Lease in full force and effect, but with the right at any time thereafter to declare this Lease forfeited and the Lease Term ended. In such re-entry Landlord may, with or without process of law, remove all persons from the Premises, and Tenant hereby

covenants in such event, for itself and all others occupying the Premises under Tenant, to peacefully yield up and surrender the Premises to Landlord. Should Landlord declare this Lease forfeited and the Lease Term ended, Landlord shall be entitled to recover from Tenant the Rent and all other sums due and owing by Tenant to the date of termination, plus the costs of curing all of Tenant's defaults existing at or prior to the date of termination, plus the cost of recovering possession of the Premises, plus the deficiency, if any, between Tenant's Rent for the balance of the term provided hereunder and the Rent obtained by Landlord under another lease for the Premises for the balance of the Lease Term remaining under this Lease. Landlord shall have no obligation to mitigate its damages hereunder. Tenant shall remain liable for payments of all Rent and other charges and costs imposed on Tenant herein, in the amounts, at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred in curing Tenant's defaults and re-entering, preparing and refinishing the Premises for reletting, and reletting the Premises, and for the payment of any procurement fee or commission paid to obtain another tenant, and for the attorney fees and legal costs incurred by Landlord.

If this Lease shall terminate by reason of the bankruptcy or insolvency of Tenant, as above set forth, Landlord shall be entitled, notwithstanding any other provisions of this Lease or any present or future law, to recover from Tenant or Tenant's estate (in lieu of the equivalent of the amount of all rent unpaid at the time of such termination) as damages for loss of the bargain, and not as a penalty, an aggregate sum which, at the time of such termination of this Lease, represents the excess, if any, of the then present worth of the aggregate of the rent and other charges payable by Tenant hereunder that would have accrued for the balance of the initial term and any renewal term, as the case may be, over the then present worth of the fair market rents and all other charges for the Premises for the balance of the initial term and any renewal term, as the case may be, unless any statute or rule of law governing the proceedings in which such damages are to be proved shall limit the amount of such claim capable of being so proved. In such case, Landlord shall be entitled to prove, as and for liquidated damages, by reason of such breach and termination of this Lease, the maximum amount which may be allowed by or under such statute or rule of law. Nothing herein contained shall limit or prejudice Landlord's right to prove and obtain as liquidated damages arising out of such breach or termination the maximum amount allowed by any such statute or rule of law which may govern the proceedings in which such damages are to be proved whether or not such amount be greater, equal to, or less than the amount of the excess of the then present worth of the rent and all other charges reserved herein over the then present worth of the fair market rents and all other charges, referred to above.

25. RE-ENTRY BY LANDLORD. No re-entry by Landlord or any action brought by Landlord to remove Tenant from the Premises shall operate to terminate this Lease unless Landlord shall have given written notice of termination to Tenant, in which event Tenant's liability shall be as above provided. No right or remedy granted to Landlord herein is intended to be exclusive of any other right or remedy, and each and every right and remedy herein provided shall be cumulative and in addition to any other right or remedy hereunder or now or hereafter existing in law or equity or by statute. In the event of termination of this Lease, Tenant waives any and all rights to redeem the Premises either given by any statute now in effect or hereafter enacted.

26. ADDITIONAL RIGHTS TO LANDLORD.

(A) In addition to any and all other remedies, Landlord may restrain any threatened breach

of any covenant, condition or agreement herein contained but the mention herein of any particular remedy or right shall not preclude Landlord from any other remedy or right it may have either at law or equity, or by virtue of some other provision of this Lease; nor shall the consent to one act, which would otherwise be a violation or waiver of or redress for one violation either of covenant, promise, agreement, undertaking or condition, prevent a subsequent act which would originally have constituted a violation from having all the force and effect of any original violation.

- (B) Receipt by Landlord of Rent or other payments from Tenant shall not be deemed to operate as a waiver of any rights of Landlord to enforce payment of any Rent, additional Rent, or other payments previously due or which may thereafter become due, or of any rights of Landlord to terminate this Lease or to exercise any remedy or right which otherwise might be available to Landlord, the right of Landlord to declare a forfeiture for each and every breach of this Lease is a continuing one for the life of this Lease.
 - (C) Landlord shall have the right to close any portion of the building area or land area not related to the Premises to the extent as may, in Landlord's reasonable opinion, to prevent a dedication thereof or the accrual of any rights to any person or the public therein. Landlord shall at all times have full control, management and direction of the Building, subject to the rights of Tenant in the Premises, and Landlord reserves the right at any time and from time to time to reduce, increase, enclose or otherwise change the size, number and location of buildings, layout and nature of the Building and the other tenancies, premises and buildings included in the Building, to construct additional buildings and additions to any building, and to create additional rentable areas through use and/or enclosure of common areas, or otherwise, and to place signs on the Building, and to change the name, address, number or designation by which the Building is commonly known upon written notice to Tenant. No implied easements are granted by this Lease. Landlord shall in no event be liable for any lack of security in respect to the Building.
 - (D) Tenant shall permit Landlord (or its designees) to erect, use, maintain, replace and repair pipes, cables, conduits, plumbing, vents, and telephone, electric and other wires or other items, in, to and through the Premises, as and to the extent that Landlord may now or hereafter deem necessary or appropriate for the proper operation and maintenance of the Building as long as such actions do not impair Tenant's ability to conduct its normal business operations in the Premises.
27. SUCCESSIONS, ASSIGNS AND LIABILITY. The terms, covenants, conditions and agreements herein contained and as the same may from time to time hereafter be supplemented, modified or amended, shall apply to, bind, and inure to the benefit of the parties hereto and their legal representatives, successors and assigns, respectively. In the event either party now or hereafter shall consist of more than one person, firm or corporation, then and in such event all such person, firms and/or corporations shall be jointly and severally liable as parties hereunder.
28. NOTICES. All notices required under this Lease shall be in writing and shall be deemed to be properly served when delivered prepaid to a nationally recognized overnight courier or when posted by certified United States mail, postage prepaid, return receipt requested, and when addressed to the party to whom directed at the address herein set forth or at such other address as may be from time to time designated in writing by the party changing such address.

Landlord

Mark Saliterman
2277 Roseville West,
4301 Highway 7, Suite 100
St. Louis Park, MN 55416

Tenant

Public Works Director
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

29. MORTGAGEE'S APPROVAL. If Landlord's mortgagee shall require modifications of the terms and provisions of this Lease, Tenant agrees to execute and deliver to Landlord the agreements required to affect such Lease modification within thirty (30) days after Landlord's request therefor. In no event, however, shall Tenant be required to agree to any modification of the provision of this Lease relating to: the amount of Rent or other charges reserved herein; the size and/or general location of the Premises; the duration and/or commencement date of the Lease Term; Tenant's liability or indemnification obligations under this Lease; or reducing the improvements to be made by Landlord to the Premises prior to the delivery of possession.
30. ESTOPPEL CERTIFICATES. Tenant agrees that at any time within ten (10) days following written notice from Landlord, it will execute, acknowledge and deliver to Landlord or any proposed mortgagee or purchaser a statement in writing certifying whether this Lease is in full force and effect and, if it is in full force and effect, what modifications have been made to the date of the certificates and whether or not any defaults or offsets exist with respect to this Lease and, if there are, what they are claimed to be and setting forth dates to which Rent or other charges have been paid in advance, if any, and stating whether or not Landlord is in default, if so, specifying what the default may be. The failure of Tenant to execute, acknowledge, and deliver to Landlord a statement as above shall constitute an acknowledgment by Tenant that this Lease is unmodified and in full force and effect and that the Rent and other charges have been duly and fully paid to and including the respective due dates immediately preceding the date of Landlord's notice to Tenant and shall constitute as to any person, a waiver of any defaults which may exist prior to such notice.
31. MISCELLANEOUS.
- (A) In the event that Tenant desires to store or maintain the type or character of goods or materials in the Premises which cause an increase in insurance premiums, Tenant shall first obtain the written consent of Landlord and Tenant shall reimburse Landlord for any increase in premiums caused thereby.
 - (B) If any term or provision of this Lease is declared invalid or unenforceable, the remainder of this Lease shall not be affected by such determination and shall continue to be valid and enforceable.
 - (C) This Lease contains the entire agreement between the parties hereto, no changes may be made to this Lease unless in writing and fully executed by both parties.
 - (D) The parties executing this Lease warrant that this agreement is being executed with full corporate authority and that the officers whose signatures appear hereon are duly authorized and empowered to make and execute this Lease in the name of the corporation by appropriate and legal resolution of its Board of Directors. Tenant shall furnish to Landlord promptly upon demand, a corporate resolution, proof of due authorization of partners, or other appropriate documentation reasonably requested by Landlord evidencing the due authorization of Tenant to enter into this Lease.
 - (E) Unless the context clearly denotes the contrary, the word "Rent" or "Rental" as used in this Lease not only includes cash rental, but also all other payments and obligations to

pay assumed by Tenant, whether such obligations to pay run to Landlord or to other parties.

- (F) It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use of or occupancy of the Premises or any claim of injury or damage and any emergency statutory or any other statutory remedy.

32. **DEFAULT RATE OF INTEREST.** All amounts owed by Tenant to Landlord pursuant to any provision of this Lease shall bear interest from the date due until paid at ten percent (10%) per annum, unless a lesser rate shall then be the maximum rate permissible by law with respect thereto, in which event said lesser rate shall be charged.
33. **EXCULPATORY PROVISIONS.** It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of Landlord while in form purporting to be the representations, warranties, covenants, undertakings and agreements of Landlord are nevertheless each and every one of them made and intended, not as personal representations, warranties, covenants, undertakings and agreements by Landlord or for the purpose or with the intention of binding Landlord personally, but are made and intended for the purpose only of subjecting Landlord's interest in the Premises to the terms of this Lease and for no other purpose whatsoever, and in case of default hereunder by Landlord, Tenant shall look solely to the interests of Landlord in the Premises; and that Landlord shall not have any personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, all such personal liability, if any, being expressly waived and released by Tenant and by all persons claiming by, through or under Tenant.
34. **MORTGAGE PROTECTION.** Tenant agrees to give any holder of any first mortgage or first trust deed in the nature of a mortgage (both hereinafter referred to as a "First Mortgage") against the Premises, or any interest therein, by registered or certified mail, a copy of any notice or claim of default served upon Landlord by Tenant, provided that prior to such notice Tenant has been notified in writing (by way of service on Tenant of a copy of an assignment of Landlord's interest in leases, or otherwise) of the address of such First Mortgage holder. Tenant further agrees that if Landlord shall have failed to cure any such default within twenty (20) days after such notice to Landlord (or if such default cannot be cured or corrected within that time, then such additional time as may be necessary if Landlord has commenced within such twenty (20) days and is diligently pursuing the remedies or steps necessary to cure or correct such default), then the holder of the First Mortgage shall have an additional thirty (30) days within which to cure or correct such default (or if such default cannot be cured or corrected within that time, then such additional time as may be necessary if such holder of the First Mortgage has commenced with such thirty (30) days and is diligently pursuing the remedies or steps necessary to cure or collect such default, including the time necessary to obtain possession if possession is necessary to cure or correct such default).
35. **RECIPROCAL COVENANT ON NOTIFICATION OF ADA VIOLATIONS.** Within ten (10) days after receipt, Landlord and Tenant shall advise the other party in writing, and provide the other with copies of (as applicable), any notices alleging violation of the Americans with Disabilities Act of 1990 ("ADA") relating to any portion of the Property or the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Property or the Premises; or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with

the ADA and relating to any portion of the Property or the Premises.

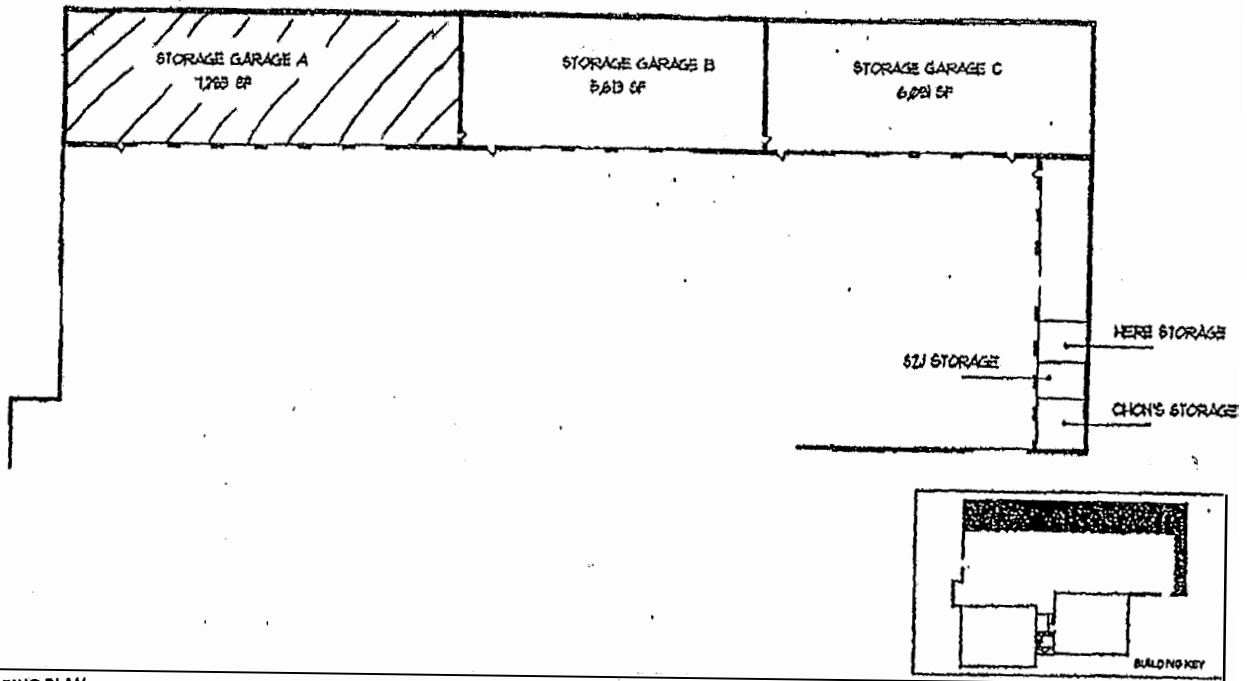
36. LAWS THAT GOVERN. Landlord and Tenant agree that the term and conditions of this Lease shall be governed by the laws of the State of Minnesota.
37. FINANCIAL STATEMENTS. Intentionally Left Blank
38. RELOCATION OF TENANT Intentionally Left Blank
39. SPECIAL DAMAGES. Tenant and Landlord agrees that this Lease will be kept confidential and shall not, without the other party's prior written consent, be disclosed by either party to anyone, except to that party's agents, representatives and employees, or Tenant's affiliates who have a need to know and who are informed by that party of the confidential nature of this Lease.

(A) Neither party shall be liable for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Lease, regardless of the form of action and regardless of how characterized, even if such party has been advised of the possibility of such damages.
40. EXHIBITS: The Exhibit(s) A, B and C attached to this Lease, are hereby made a part of this Lease.

(Signature page to follow)

EXHIBIT A

Depiction of Premises



OUT BUILDING PLAN
ROSEVILLE WEST OFFICE BUILDING
2217 WEST IRVINGWAY
ROCKVILLE, MD

EXHIBIT B
LANDLORDS WORK

1. Adjust electrical switch for lighting to be controlled from within Premises
2. Add Garage Door opener

EXHIBIT C

BUILDING RULES AND REGULATIONS.

1. Any sign, lettering, picture, notice, or advertisement installed on or in any part of the Premises and visible from the exterior of the Building, or visible from the exterior of the Premises, shall be installed at Tenant's sole cost and expense, and in such manner, character, and style as Landlord may approve in writing. In the event of a violation of the foregoing by Tenant, Landlord may remove the same without any liability and may charge the expense incurred by such removal to Tenant.

2. No awning or other projection shall be attached to the outside walls of the Building. No curtains, blinds, shades, signs, banners or screens visible from the exterior of the Premises, shall be attached to or hung in, or use in connection with any window or door of the Premises without the prior written consent of Landlord. Such curtains, blinds, shades, screens, or other fixtures must be of a quality, type, design, and color and attached in the manner approved by Landlord.

3. Tenant, its servants, employees, customers, invitees, and guests shall not obstruct sidewalks, entrances, passages, corridors, vestibules, halls, or stairways in and about the Office Complex which are used in common with other tenants and their servants, employees, customers, guests, and invitees and which are not a part of the Premises of Tenant. Tenant shall not place objects against glass partitions or doors or windows which would be unsightly from the Building and will promptly remove any such objects upon notice from Landlord.

4. Tenant shall not make excessive noises, cause disturbances or vibrations or use or operate any electrical or mechanical devices that emit excessive sound or other waves or disturbances or create obnoxious odors, any of which may be offensive to the other tenants and occupants of the Building, or that would interfere with the operation of any device, equipment, radio, television broadcasting, or reception from or within the Building or elsewhere and shall not place or install any projections, antennas, aerials, or similar devices inside or outside of the Premises or on the Building without Landlord's approval.

5. Tenant shall not waste electricity, water, or air conditioning and shall cooperate fully with Landlord to insure the most effective operation of the Building's heating and air conditioning system and shall refrain from attempting to adjust any controls other than unlocked room thermostats, if any, installed for Tenant's use. Tenant shall keep corridor doors closed.

6. Tenant assumes full responsibility for protecting its space from theft, robbery, and pilferage which includes keeping doors locked and other means of entry to the Premises closed and secured after normal business hours.

7. In no event shall Tenant bring into the Building inflammables such as gasoline, kerosene, naphtha and benzene or explosives or any other article of intrinsically dangerous nature. If, by reason of the failure of Tenant to comply with the provisions of this subparagraph, any insurance premium for all or any part of the Building shall at any time be increased, Tenant shall make immediate payment of the whole of the increase insurance premium without waiver of any of Landlord's other rights at law or in equity for Tenant's breach of this Lease.

8. Tenant shall comply with all applicable federal, state, and municipal laws, ordinances, and regulations and building rules and shall not directly or indirectly make any use of the Premises

which may be prohibited by any of the foregoing or which may be dangerous to persons or property or may increase the cost of insurance or require additional insurance coverage.

9. Landlord shall have the right to prohibit any advertising by Tenant which in Landlord's reasonable opinion tends to impair the reputation of the Building or its desirability as a Building for office use and, upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

10. The Premises shall not be used for lodging, sleeping, or for any immoral or illegal purpose.

11. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully and comply strictly with the foregoing rules and regulations and such other and further appropriate rules and regulations as Landlord or Landlord's agent may from time to time adopt. Reasonable notice of any additional rules and regulations shall be given in such manner as Landlord may reasonably elect.

12. Unless expressly permitted by Landlord, no additional locks or similar devices shall be attached to any door or window and no keys other than those provided by Landlord shall be made for any door. Landlord agrees that Tenant may install at its own cost exterior and interior keycard access to the premises. If Tenant desires more than two keys for one lock, Landlord may provide the same upon payment by Tenant. Upon termination of this Lease or of Tenant's possession, Tenant shall surrender all keys of the Premises and shall explain to Landlord all combination locks on safes, cabinets, and vaults.

13. Any carpeting cemented down by Tenant shall be installed with a releasable adhesive. In the event of a violation of the foregoing by Tenant, Landlord may charge the expense incurred by such removal to Tenant.

14. The water and wash closets, drinking fountains, and other plumbing fixtures shall not be used by any purpose other than those for which they were constructed and no sweepings, rubbish, rags, coffee grounds, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by Tenant who, or whose servants, employees, agents, visitors, or licensees, shall have caused the same. No person shall waste water by interfering or tampering with the faucets or otherwise.

15. No electric circuits for any purpose shall be brought into the Premises without Landlord's written permission specifying the manner in which same may be done.

16. Tenant shall not throw anything out of the door or windows or down any passageways or elevator shafts.

17. All loading, unloading, receiving, or delivery of goods, supplies, or disposal of garbage or refuse shall be made only through entryways and freight elevators provided for such purposes and indicated by Landlord. Tenant shall be responsible for any damages to the Building or the property of its employees or to others and injuries sustained by any person whomsoever resulting from the use of or moving of such articles in or out of the Premises, and shall make all repairs and improvements required by Landlord or governmental authorities in connection with the use or moving of such articles.

18. All safes, equipment, or other heavy articles shall be carried in or out of the Premises only at such time and in such manner as shall be prescribed in writing by Landlord and Landlord shall in all cases have the right to specify the proper position of any such safe, equipment, or other heavy article which shall only be used by Tenant in a manner which will not interfere with or cause damage to the Premises or the Building in which they are located, or to the other tenants or occupants of said Building. Tenant shall be responsible for any damage to the Building or the property of its employees or other and injuries sustained by any person whomsoever resulting from the use or moving of such articles in or out of the Premises and shall make all repairs and improvements required by Landlord or governmental authorities in connection with the use or

moving of such articles.

19. Canvassing, soliciting and peddling in the Building is prohibited and each Tenant shall cooperate to prevent the same.

20. Vending machines shall not be installed without permission of Landlord, which shall not be unreasonably withheld.

21. Wherever in these Building Rules and Regulations the word "Tenant" occurs, it is understood and agreed that it shall mean Tenant's associates, agents, clerks, servants, and visitors. Wherever the word "Landlord" occurs, it is understood and agreed that it shall mean Landlord's agents, clerks, servants, and visitors.

22. Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same upon reasonable notice

23. Landlord shall have the right to enter the Premises at hours convenient to the Tenant for the purpose of exhibiting the same to prospective tenants within thirty (30) day period prior to the expiration of this Lease

24. at any time within a thirty (30) day period.

25. Tenant, its servants, employees, customers, invitees, and guests shall, when using the common parking facilities, if any, in and around the Building, observe and obey all signs regarding fire lanes, visitor parking, and no parking zones and when parking, always park between the designated lines. Landlord reserves the right to tow away, at the expense of the owner, any vehicle which is improperly parked or parked in a no parking or visitor parking zone improperly. All vehicles shall be parked at the sole risk of the owner and Landlord assumes no responsibility for any damage to or loss of vehicles.

26. All entrance doors to the Premises shall be locked when the Premises are not in use. All corridor doors shall also be closed during times when the air conditioning equipment in the Building is operating so as not to dissipate the effectiveness of the systems or place an overload thereon.

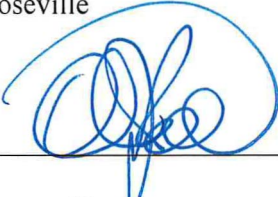
27. Landlord reserves the right at any time from time to time to rescind, alter, or waive, in whole or in part, any of these Rules and Regulations when it is deemed necessary, desirable, or proper, in Landlord's judgment, for its best interest or for the best interest of the tenants of the Building.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:
2277 ROSEVILLE WEST, LLC

By: _____
Mark Saliterman
Its: Chief Manager

TENANT:
City of Roseville

By: _____

Dan Roe
MAYOR

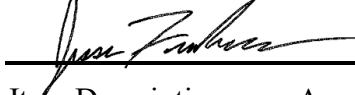
By: _____

Patrick Trudgeon
CITY MANAGER

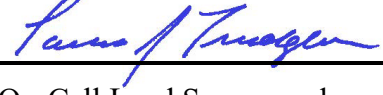
ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: June 20, 2023
Item No.: 10.h

Department Approval



City Manager Approval



Item Description: Approve Professional Services Agreement for On-Call Land Survey and Construction Staking Services

BACKGROUND

The Public Works Department's current Engineering Tech III employee will be retiring in July. This employee performs most of the City's surveying needs. As an added benefit, they were also a Registered Land Surveyor with the State of Minnesota, allowing them to perform some land survey functions for the City. However, this certification is not a requirement for this position.

With the retirement of this employee, the City needs consulting help to fulfill our land survey needs. Additionally, there will be an employment gap until the position can be backfilled so there may be construction staking services needed as well. This contract provides for three years of contract services on an as-needed basis. Land survey tasks include right-of-way surveys and establishing property corners. Construction staking tasks are performed for City-led construction projects that are constructed with City staff and/or contractors.

Staff sent out proposals to numerous firms which could complete this work. Two proposals were received.

Survey Firm	Rani Engineering	E.G. Rud & Sons
Average Hourly Rate	\$146	\$132

Both firms would meet the City's needs. Due to the lower average hourly rate cost and overall experience in land surveying in the City of Roseville, staff recommends E.G. Rud & Sons, Inc. to provide these services for the 2023-2025 construction years.

The City Attorney has reviewed the agreement.

POLICY OBJECTIVE

It is City policy to keep City-owned infrastructure in good operating condition and to keep systems operating in a safe condition.

BUDGET IMPLICATIONS

The contract costs are on an as-needed basis only. Costs will be paid from a variety of funds corresponding to the project or program for which work is being performed for.

RACIAL EQUITY IMPACT SUMMARY

There should be no equity impacts associated with this agreement. Proposals for this work were solicited from small and disadvantaged businesses from the Central Certification Program (CERT) administered by the City of Saint Paul and other known small businesses providing these services.

28 **STAFF RECOMMENDATION**
29 Staff recommends the Council approve the Professional Services Agreement for On-Call Land Survey
30 and Construction Staking Services by E.G. Rud & Sons, Inc.

31 **REQUESTED COUNCIL ACTION**
32 Motion to approve the Professional Services Agreement for On-Call Land Survey and Construction
33 Staking Services by E.G. Rud & Sons, Inc.

34 Prepared by: Jennifer Lowry, Assistant Public Works Director/City Engineer
Attachments: A: Agreement

CITY OF ROSEVILLE
PROFESSIONAL SERVICES AGREEMENT
On-Call Land Survey and Construction Staking Services

This Professional Services Agreement (“Agreement”) is made on the _____ day of June 2023, between the City of Roseville, a Minnesota municipal corporation (the “City”), and E.G. Rud & Sons, an incorporation (the “Contractor”, each a “Party” and together the “Parties”).

1. Scope of Work. The Contractor agrees to provide the professional services described below (“Work”). All Work provided by Contractor under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.

On-Call Land Survey and Construction Staking Services as needed, Contractor to provide professional land surveying and construction staking services including, but not limited to, the following activities conducted to industry standards:

- a) Boundary and right-of-way surveys
- b) Topographic surveys and maps
- c) Alignment surveys of streets, street improvements, or utility lines
- d) Locate, relocate, establish, reestablish, or retrace any property line or boundary of any parcel of land, right-of-way, easement, or alignment of those lines or boundaries.
- e) Establishment of new monumentation / replace lost or missing boundary corners
- f) Preparation and review of Legal Descriptions
- g) Construction staking during city-led construction projects or for City infrastructure construction projects.
- h) Expert witness testimony is NOT a part of this scope. If needed, expert witness testimony would be contracted separately.

Additional requirements are as follows:

- i) The Contractor’s survey crew should be available within a reasonable timeframe as mutually agreed to by the Parties. Large topo surveys will be given more notice.
- j) The Contractor’s project manager shall be available for periodic meetings to discuss issues related to task orders.
- k) All equipment and supplies, such as, but not limited to, GPS, stakes, flagging, nails, spikes, ties, paint, etc. shall be included in the hourly rate for the survey party.
- l) Any permits needed to perform the work shall be obtained and paid for by the Contractor.
- m) Plans and Maps shall be submitted in PDF and AutoCAD Civil 3D (2018 dwg) format in use by the, and any estimates, schedules, or reports shall be submitted in PDF and Microsoft Office format.
- n) All submitted topo surveys will include at least two control points that have been set in the field out of the proposed construction zone and xyz coordinates will be noted in the formals listed above.

2. Term and Termination. The term of this Agreement will commence on June 26, 2023. Unless extended by written agreement of the Parties, this Agreement will terminate no later than June 30, 2026. This Agreement may be terminated earlier by either Party with or without cause, by delivering, a written notice at least thirty (30) days prior to the date of such termination to the other Party. The date of termination shall be stated in the notice. Upon termination the Contractor shall be paid for services rendered and eligible reimbursable expenses incurred by the Contractor through and until the date of termination. If the City terminates this Agreement for cause, the notice shall so-state, and no further payment shall be due to the Contractor following the delivery of the termination notice.

3. Compensation for Work. The City agrees to compensate Contractor the in accordance with **Exhibit A** attached hereto for the Work. Any changes in the Work which may result in an increase to the compensation due the Contractor shall require prior written approval of the City.

4. Method of Payment. Following the conclusion of each calendar month, Contractor must submit an itemized invoice detailing actual hours worked and actual expenses incurred for Work performed under this Agreement during the previous month. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:

- a. For compensation based on hours worked by various individuals, for each individual, their name, job title, the number of hours worked, rate of pay and description of the Work performed. For reimbursable expenses an itemized listing including, as applicable, receipts for such expenses.
- b. Upon request of the City, Contractor must also provide the City's project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement.
- c. A statement dated and signed by the Contractor: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."

5. Representatives and Notices: The below-named individuals will act as the representatives of the Parties with respect to the work to be performed under this Agreement. Any termination notice issued under this Agreement shall be either hand delivered or sent by U.S. Mail to the below-named individuals:

To City:
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
Attn: Jennifer Lowry, City Engineer

To Contractor:
E.G. Rud & Sons Inc.
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Attn: Jason E. Rud, President

6. Assignment or Subcontracting. The Contractor shall not assign or enter into subcontracts for services provided under this Agreement without the written consent of the City. If subcontracts are approved and entered into, the Contractor shall promptly pay any subcontractor involved in

the performance of this Agreement as required by, and the Contractor shall otherwise comply with, the State Prompt Payment Act.

7. Independent Contractor. All Work provided pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of Contractor, or any other person engaged by Contractor in the performance of the Work pursuant to this Agreement, shall not be considered employees of the City. Contractor, its employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the City's employees, except as otherwise stated herein.

8. Annual Review. Following the anniversary date of each year of this Agreement, the City shall have the right to conduct a review of the performance of the Work performed by the Contractor under this Agreement. The Contractor agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the Parties shall, if requested by the City, meet and discuss the performance of the Contractor relative to the remaining Work to be performed by the Contractor under this Agreement.

9. Compliance with Laws and Regulations. The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work.

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

11. Data Practices Act Compliance. Contractor acknowledges that all data provided, produced, or obtained under this Agreement shall be protected, maintained, and administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the "Act"), and that with regard to such data Contractor must comply with the Act as if it were a government entity. Contractor will immediately report to the City any requests from third Parties for information relating to this Agreement.

12. Audit Disclosure. Under Minn. Stat. § 16C.05, subd. 5, Contractor's books, records, documents, and accounting procedures and practices relevant to this Agreement, including books and records of any approved subcontractors, are subject to examination by the City and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years after the termination of this Agreement.

13. Indemnification. The Contractor agrees to defend, indemnify and hold the City, and its mayor, councilmembers, officers, agents, employees, and representatives harmless from and against all liability, claims, damages, costs, judgments, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from any negligent or wrongful act or omission of the Contractor, its officers, agents, employees, contractors and/or subcontractors, pertaining to the performance or failure to perform the Work. Nothing herein shall be construed as a limitation on or waiver of any immunities or limitations on liability available to the City under Minnesota Statutes, Chapter 466, or other law.

14. Insurance. Prior to starting the Work and during the full term of this Agreement, the Contractor shall procure and maintain insurance Contractor shall obtain, at Contractor's expense, as follows:

- a. Workers Compensation insurance in accordance with Minnesota law;
- b. Professional Liability Insurance covering any damages caused by an error, omission or any negligent act. AND/OR General Liability Coverage against claims for bodily injury, death, or property damage arising out of Contractor's performance of duties under this Agreement;
- c. Automobile insurance for owned, hired and non-owned vehicles;
- d. Coverage shall be sufficiently broad to cover to all duties and obligations undertaken by Contractor in this Agreement including duties related to indemnification;
- e. Insurance must be on an "occurrence" basis, and, other than Workers Compensation, the limits of such policies must be no less than \$1,000,000 per occurrence and \$1,500,000 aggregate.
- f. Policies must be held by insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless otherwise agreed to by the City in writing.
- g. Contractor must provide a copy of: (i) a certification of insurance satisfactory to the City, and (ii) if requested, the Contractor's insurance declaration page, riders and/or endorsements, as applicable, which evidences the compliance with this Paragraph, must be filed with the City prior to the start of Contractor's Work. Such documents evidencing insurance shall be in a form acceptable to the City and shall provide satisfactory evidence that the Contractor has complied with all insurance requirements.

15. Ownership of Documents. All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement (the "Information") shall become

the property of the City, but the Contractor may retain copies of such documents as records of the services provided. The City may use the Information for any reasons it deems appropriate without being liable to the Contractor for such use. The Contractor shall not use or disclose the Information for purposes other than performing the Work contemplated by this Agreement without the prior consent of the City.

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

17. Waiver. Any waiver by either Party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either Parties' ability to enforce a subsequent breach.

18. Governing Law. This Agreement shall be controlled by the laws of the State of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the Parties waive any objections to jurisdiction.

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

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

21. Entire Agreement. Unless stated otherwise in this, the entire agreement of the Parties is contained in this Agreement. This Agreement supersedes all prior oral agreements and negotiations between the Parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the Parties, unless otherwise provided herein.

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

CITY OF ROSEVILLE

[CONSULTANT]

By: _____
Daniel J. Roe, Mayor

By: _____
Its: _____

By: _____
Patrick Trudgeon, City Manager

By: _____
Its: _____

EXHIBIT A
COMPENSATION



6776 Lake Drive NE, Suite 110
Lino Lakes, MN, 55014
Phone: (651) 361-8200
Fax: (651) 361-8701
www.egrud.com

2023 Hourly Billing Rates
(Effective May 1, 2023)

OFFICE RATES:

Senior Registered Land Surveyor:	\$160.00 per hour
Project Manager- RLS- EIT:	\$158.00 per hour
Senior Technician:	\$132.00 per hour
Survey Technician/ Computer Drafting	\$110.00 per hour
Administration:	\$100.00 per hour

FIELD RATES:

Field Crew Rates:

1 Person Crew:	\$172.00 per hour
2 Person Crew:	\$230.00 per hour
3 Person Crew:	\$250.00 per hour

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: June 20, 2023
Item No.: 10.i

Department Approval



City Manager Approval



Item Description: Approve a Resolution Approving MnDOT Signal Maintenance Agreement
No. 1053679 for TH 51 at Lydia Avenue and County Road C2

BACKGROUND

The City of Roseville approached the Minnesota Department of Transportation (MnDOT) in regards to the installation of battery backup systems for the Trunk Highway 51 (Snelling Avenue) traffic signals located at Lydia Avenue and County Road C2 to address operational and safety concerns when power is lost and the signals go dark. MnDOT's policy is not to install battery backup systems due to ongoing maintenance costs, so it is up to local agencies to add this option.

The signals provide for safe vehicular, pedestrian, and bicycle movement to and across Snelling Avenue for the businesses and residents located in the area. When power is lost and the signals go dark, these intersections become more dangerous due to the higher speeds on Snelling Avenue. Additionally, the signal at Lydia Avenue is the first encountered in nearly two and a half miles when heading southbound from County Road E. Battery backup systems will allow these signals to remain in a red-yellow-green or flashing red state when power is lost.

The battery backup systems will be installed this summer at the City's cost and the ongoing maintenance of the systems is proposed to be performed by MnDOT and paid by the City. This agreement is to document the maintenance and cost responsibilities related to the two battery backup systems.

The City Attorney has reviewed the agreement.

POLICY OBJECTIVE

It is City policy to keep systems operating in a safe condition.

BUDGET IMPLICATIONS

Installation of the systems is estimated at \$32,400, funded by existing Municipal State Aid funds. Ongoing maintenance is estimated at \$1,000 per year and will be paid by the City Street Light Contract Maintenance funds.

RACIAL EQUITY IMPACT SUMMARY

The overall project should benefit the City as a whole with no negative impacts to historically disadvantaged communities. Mitigating safety concerns at these locations is important for vehicular and pedestrian/bicycle traffic. Retail services, grocery/restaurant, single family, multi-family, and senior housing exist on both sides of Snelling Avenue in this area. In addition, the University of Northwestern resides northeast of the Snelling Avenue and Lydia Avenue intersection. Maintaining safe routes to travel, regardless of travel mode chosen, provides benefits to everyone who travels this intersection.

32 **STAFF RECOMMENDATION**
33 Staff recommends the City Council approve the resolution approving the MnDOT Signal
34 Maintenance Agreement No. 1053679 for TH 51 at Lydia Avenue and County Road C2.

35 **REQUESTED COUNCIL ACTION**
36 Motion to approve the resolution approving the MnDOT Signal Maintenance Agreement
37 No. 1053679 for TH 51 at Lydia Avenue and County Road C2.

38 Prepared by: Jennifer Lowry, Assistant Public Works Director/City Engineer
Attachments: A: Resolution
B: Agreement

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 20th day of June, 2023, at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

**RESOLUTION APPROVING SIGNAL MAINTENANCE AGREEMENT
NO. 1053679 WITH THE MINNESOTA DEPARTMENT OF
TRANSPORTATION**

WHEREAS, The Minnesota Department of Transportation (MnDOT) wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, MnDOT and local governments are authorized by Minnesota Statutes Sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS, it is necessary to enter into an agreement to provide for payment by the City to the State of the City's share of the long-term maintenance responsibilities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville enter into MnDOT Agreement No. 1053679 with the State of Minnesota, Department of Transportation, to provide for payment by the City to the State of the City's share of the long-term battery backup system maintenance responsibilities;

AND BE IT FURTHER RESOLVED that the City Manager is authorized to execute the Agreement and any amendments to the Agreement.

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

WHEREUPON said resolution was declared duly passed and adopted.

(SEAL)

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF ROSEVILLE
TRAFFIC CONTROL SIGNAL
MAINTENANCE AGREEMENT**

Control Section (CS):	<u>6216</u>
Trunk Highway Number (TH):	<u>51=125</u>
Signal System ID:	<u>3779747</u>
Signal System ID:	<u>1735348</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Roseville, acting through its City Council ("City").

Recitals

1. The City and the State wish to define their respective operation and maintenance responsibilities for the existing Traffic Control Signals with Signal Pole Mounted Luminaires, Accessible Pedestrian Signals ("APS") , Battery Backup, Signing ("Signal Systems"), and Emergency Vehicle Pre-emption Systems ("EVP Systems"), on Trunk Highway No. 51 (Snelling Avenue) at County Road (CR) No. C2, and on Trunk Highway No. 51 (Snelling Avenue) at Lydia Avenue in the City of Roseville, Ramsey County, Minnesota; and
2. The City will install Battery Backup systems at these Signal Systems under permits No. M-US-2023-104424 and M-US-2023-104425; and
3. The City and the State will participate in the operation and maintenance of the Battery Backup systems; and
4. The existing operation and maintenance terms for the Signal System and EVP System on TH 51 at CR C2 in Agreement No. 1035383 and the existing operation and maintenance terms for the Signal System and EVP System on TH 51 at Lydia Avenue in Agreement No. 86375 will remain in full force and effect; and
5. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 5. Liability; Worker Compensation Claims; Insurance; 7. State Audits; 8. Government Data Practices; 9. Governing Law; Jurisdiction; Venue; and 11. Force Majeure. The terms and conditions set forth in Article 2. Signal Systems and EVP Systems Operation and Maintenance may be terminated by another Agreement between the parties.

2. Signal Systems and EVP Systems Operation and Maintenance

All operation and maintenance terms in Traffic Control Signal Agreement No. 1035383, dated January 30, 2020, for the existing traffic control signal on TH 51 (Snelling Avenue) at CR C2 will remain in full force and effect.

All operation and maintenance terms in Traffic Control Signal Agreement No. 86375, dated May 5, 2004, for the existing traffic control signal on TH 51 (Snelling Avenue) at Lydia Avenue will remain in full force and effect.

Operation and maintenance responsibilities will be as follows for the existing Signal Systems and EVP Systems on TH 51 (Snelling Avenue) at CR C2, and on TH 51 (Snelling Avenue) at Lydia Avenue.

2.1. City Responsibilities.

Battery Backup. Reimburse the state for the costs associated with maintenance and battery replacement for the battery back-up system which includes battery purchase, installation, and disposal.

2.2. State Responsibilities.

Battery Backup and Replacement Batteries. Perform all tasks associated with battery replacement for the battery backup system, which includes battery purchase, installation, and disposal, and maintain the remainder of the battery backup system and invoice the City 100% of the costs associated with the work.

3. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

3.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
 Telephone: (651) 366-4634
 E-Mail: malaki.ruranika@state.mn.us

3.2. The City's Authorized Representative will be:

Name, Title: Jennifer Lowry, City Engineer (or successor)
 Address: 2660 Civic Center Drive, Roseville, MN 55113
 Telephone: (651) 792-7042
 E-Mail: jennifer.lowry@cityofroseville.com

4. Assignment; Amendments; Waiver; Contract Complete

4.1. Assignment. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City from contracting with a third-party to perform City maintenance responsibilities covered under this Agreement.

4.2. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

4.3. Waiver. If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

4.4. Contract Complete. This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

5. Liability; Worker Compensation Claims; Insurance

5.1. Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts, omissions of others, and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.

5.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

6. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

7. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

8. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

9. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. Termination by Mutual Agreement

This Agreement may be terminated by mutual agreement of the parties.

11. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance) if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

CITY OF ROSEVILLE

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

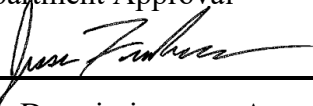
Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

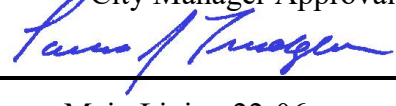
ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: June 20, 2023
Item No.: 10.j

Department Approval



City Manager Approval



Item Description: Approve Final Payment for 2022 Sanitary Sewer Main Lining 22-06

BACKGROUND

On December 6, 2021, the City Council awarded the 2022 Sanitary Sewer Lining to Hydro-Klean, LLC. Work completed under the contract totaled \$961,949.32. The work was successfully completed, and the project is ready to be closed out.

The project is part of the City's sewer lining program, begun in 2006 to rehabilitate the sewer mains and extend the life of our sanitary sewers by 50 years or more. Lining technology essentially installs a new resin pipe inside the original clay tile sewer main without digging up city streets, which results in minimal disruption to residents during construction. The liner pipe is inserted into the main through existing manholes and cured-in-place with a heat process. Each segment is typically completed in one working day. Service line connections are reopened using a robotic cutter and remote cameras. During the process, existing flows are bypassed using pumps. This technology also prevents infiltration of groundwater into the main system and can be credited toward a Metropolitan Council Environmental Services inflow/infiltration surcharge.

City policy requires that the following items be completed to finalize a construction contract:

- Certification from the City Engineer verifying that all of the work has been completed in accordance with plans and specifications. (See Attachment B)
- A resolution by the City Council accepting the contract and beginning the one-year warranty as of January 31, 2023, when the work was substantially complete. (See Attachment A)

POLICY OBJECTIVE

It is City policy to keep utility infrastructure in good operating condition, utilizing current construction technologies that keep service disruption during construction to a minimum.

BUDGET IMPACTS

The final contract amount, \$961,949.32, is \$35,949.52 (3.9%) more than the awarded amount of \$925,999.80. The higher amount is due to the addition of several lining areas.

This project was performed in cooperation with the City of Falcon Heights to include their sewer lining. The City of Falcon Heights will reimburse the City of Roseville in accordance with their cooperative agreement.

The 2022 Sanitary Sewer CIP budget of \$900,000 was identified for Roseville funding. The project came in under budget with a final cost of \$777,632.12 for the Roseville Sanitary Sewer fund. The

30 remaining costs for the project will be invoiced to Falcon Heights. The funding breakdown for the
31 project is listed below:

FUNDING SOURCE	BUDGETED	BID	FINAL TOTAL
Roseville Sanitary Sewer Utility Fund	\$900,000.00	\$734,565.60	\$777,632.12
Falcon Heights	\$220,000.00	\$191,434.20	\$184,317.20
<i>Project Total</i>	\$1,120,000.00	\$925,999.80	\$961,949.31

32 **RACIAL EQUITY IMPACT SUMMARY**

33 There are no equity impacts associated with this Council item.

34 **STAFF RECOMMENDATION**

35 The work completed was in accordance with project plans and specifications. Staff recommends the
36 City Council approve a resolution accepting the work completed as the 2022 Sanitary Sewer Lining
37 and authorize final payment of \$123,495.24 to Hydro-Klean, LLC, upon receipt of lien waivers and
38 warranty bond.

39 **REQUESTED COUNCIL ACTION**

40 Motion to adopt the resolution accepting the work completed as 2022 Sanitary Sewer Lining 22-06,
41 authorizing final payment of \$123,495.24.

Prepared by: Stephanie Smith, Assistant City Engineer
Attachments: A: Resolution
B: Certification from City Engineer

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was duly held on the 20th day of June, 2023, at 6:00 p.m.

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

Councilmember introduced the following resolution and moved its adoption:

RESOLUTION No.

FINAL CONTRACT ACCEPTANCE
2022 SANTIARY SEWER LINING PROJECT 22-06

WHEREAS, pursuant to a written contract signed with the City on December 6, 2021, Hydro-Klean, LLC, has satisfactorily completed the improvements associated with the 2022 Sanitary Sewer Lining Project contract.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City Of Roseville, Minnesota, that the work completed under said contract is hereby accepted and approved;

AND BE IT FURTHER RESOLVED that the City Manager is hereby directed to issue a proper order for the final payment of such contract, taking the contractor's receipt in full;

AND BE IT FURTHER RESOLVED that the one-year warranty period as specified in the contract shall commence on January 31, 2023.

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

WHEAREUPON said resolution was declared duly passed and adopted.

WITNESS MY HAND officially as such Manager this 20th day of June, 2023.

(SEAL)



June 14, 2023

TO THE CITY COUNCIL, CITY OF ROSEVILLE, MINNESOTA

RE: 2022 Sanitary Sewer Lining Project
Contract Acceptance and Final Payment

Dear Council Members:

I have reviewed the work executed as a part of the 2022 Sanitary Sewer Lining Project. I find that this contract has been fully completed in all respects according to the plans, specifications, and the contract. I therefore recommend that final payment be made from the improvement fund to the contractors for the balance on the contract as follows:

Original Contract amount (based on estimated quantities)	\$925,999.80
Actual amount due (based on actual quantities)	\$961,949.32
Previous payments	\$838,454.08
Balance Due	\$123,495.24

The construction costs for this project have been funded as follows in cooperation with the City of Falcon Heights for work done within their city limits:

Roseville Sanitary Sewer Utility Fund	\$777,632.12
Falcon Heights	\$184,317.20

Please let me know if you have any questions or concerns and would like more information.

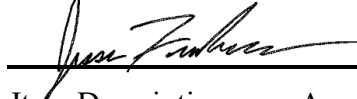
Sincerely,

Stephanie Smith, MN P.E
Asst. City Engineer
651-792-7048
stephanie.smith@cityofroseville.com

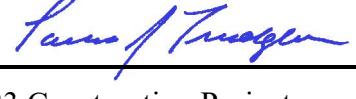
ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: June 20, 2023
Item No.: 10.k

Department Approval



City Manager Approval



Item Description: Approve Professional Services Agreement for 2023 Construction Projects
Materials Testing

BACKGROUND

The 2023 Pavement Management Project (23-04) was awarded on May 8, 2023. Bids were opened for the 2023 Pathways Project (23-05) on June 13, 2023. Both projects require materials testing to ensure materials are supplied and placed according to specifications. Typically, a third party is hired by the City to perform the testing and deliver reports. American Engineering Testing, Inc (AET), has been chosen to provide these services for the 2023 construction projects, which include the PMP and Pathways Projects.

The City Attorney has reviewed the agreement.

POLICY OBJECTIVE

It is City policy to keep City-owned infrastructure in good operating condition and to keep systems operating in a safe condition.

BUDGET IMPLICATIONS

The estimated cost of the proposals by AET is \$23,800 and will be funded using the Street Replacement fund.

RACIAL EQUITY IMPACT SUMMARY

There should be no equity impacts associated with this agreement.

STAFF RECOMMENDATION

Staff recommends the Council approve the Professional Services Agreement for 2023 Construction Projects Materials Testing by American Engineering Testing, Inc.

REQUESTED COUNCIL ACTION

Motion to approve the Professional Services Agreement for 2023 Construction Projects Materials Testing by American Engineering Testing, Inc.

Prepared by: Jennifer Lowry, Assistant Public Works Director/City Engineer
Attachments: A: Agreement

**CITY OF ROSEVILLE
PROFESSIONAL SERVICES AGREEMENT
2023 CONSTRUCTION PROJECTS MATERIALS TESTING**

This Professional Services Agreement (“Agreement”) is made on the _____ day of June 2023 between the City of Roseville, a Minnesota municipal corporation (the “City”), and American Engineering Testing, an Incorporation (the “Contractor”, each a “Party” and together the “Parties”).

1. Scope of Work. The Contractor agrees to provide the professional services described in **Exhibit A and B** (“Work”) which is attached to this Agreement and incorporated by this reference. All Work provided by Contractor under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.

2. Term and Termination. The term of this Agreement will commence on June 26, 2023. Unless extended by written agreement of the Parties, this Agreement will terminate no later than June 30, 2024 or upon completion of the Work, whichever occurs first. This Agreement may be terminated earlier by either Party with or without cause, by delivering, a written notice at least thirty (30) days prior to the date of such termination to the other Party. The date of termination shall be stated in the notice. Upon termination the Contractor shall be paid for services rendered and eligible reimbursable expenses incurred by the Contractor through and until the date of termination. If the City terminates this Agreement for cause, the notice shall so-state, and no further payment shall be due to the Contractor following the delivery of the termination notice.

3. Compensation for Work. The City agrees to compensate Contractor the in accordance with **Exhibit C and D** attached hereto for the Work. Any changes in the Work which may result in an increase to the compensation due the Contractor shall require prior written approval of the City.

4. Method of Payment. Following the conclusion of each calendar month, Contractor must submit an itemized invoice detailing actual hours worked and actual expenses incurred for Work performed under this Agreement during the previous month. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:

a. For compensation based on hours worked by various individuals, for each individual, their name, job title, the number of hours worked, rate of pay and description of the Work performed. For reimbursable expenses an itemized listing including, as applicable, receipts for such expenses.

b. Upon request of the City, Contractor must also provide the City’s project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement.

c. A statement dated and signed by the Contractor: “I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid.”

5. Representatives and Notices: The below-named individuals will act as the representatives of the Parties with respect to the work to be performed under this Agreement. Any termination notice issued under this Agreement shall be either hand delivered or sent by U.S. Mail to the below-named individuals:

To City:
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
Attn: Jennifer Lowry, City Engineer

To Contractor:
American Engineering Testing, Inc.
550 Cleveland Avenue North
Saint Paul, MN 55114
Attn: Phillip Chwialkowski

6. Assignment or Subcontracting. The Contractor shall not assign or enter into subcontracts for services provided under this Agreement without the written consent of the City. If subcontracts are approved and entered into, the Contractor shall promptly pay any subcontractor involved in the performance of this Agreement as required by, and the Contractor shall otherwise comply with, the State Prompt Payment Act.

7. Independent Contractor. All Work provided pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of Contractor, or any other person engaged by Contractor in the performance of the Work pursuant to this Agreement, shall not be considered employees of the City. Contractor, its employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the City's employees, except as otherwise stated herein.

8. Annual Review. Following the anniversary date of each year of this Agreement, the City shall have the right to conduct a review of the performance of the Work performed by the Contractor under this Agreement. The Contractor agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the Parties shall, if requested by the City, meet and discuss the performance of the Contractor relative to the remaining Work to be performed by the Contractor under this Agreement.

9. Compliance with Laws and Regulations. The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work.

10. Non-Discrimination. During the performance of this Agreement, the Contractor shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Contractor shall post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements in all of its subcontracts for Work done under this Agreement and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act,

Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act.

11. Data Practices Act Compliance. Contractor acknowledges that all data provided, produced, or obtained under this Agreement shall be protected, maintained, and administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the “Act”), and that with regard to such data Contractor must comply with the Act as if it were a government entity. Contractor will immediately report to the City any requests from third Parties for information relating to this Agreement.

12. Audit Disclosure. Under Minn. Stat. § 16C.05, subd. 5, Contractor’s books, records, documents, and accounting procedures and practices relevant to this Agreement, including books and records of any approved subcontractors, are subject to examination by the City and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years after the termination of this Agreement.

13. Indemnification. The Contractor agrees to defend, indemnify and hold the City, and its mayor, councilmembers, officers, agents, employees, and representatives harmless from and against all liability, claims, damages, costs, judgments, losses and expenses, including but not limited to reasonable attorney’s fees, arising out of or resulting from any negligent or wrongful act or omission of the Contractor, its officers, agents, employees, contractors and/or subcontractors, pertaining to the performance or failure to perform the Work. Nothing herein shall be construed as a limitation on or waiver of any immunities or limitations on liability available to the City under Minnesota Statutes, Chapter 466, or other law.

14. Insurance. Prior to starting the Work and during the full term of this Agreement, the Contractor shall procure and maintain insurance Contractor shall obtain, at Contractor's expense, as follows:

- a. Workers Compensation insurance in accordance with Minnesota law;
- b. Professional Liability Insurance covering any damages caused by an error, omission or any negligent act. AND/OR General Liability Coverage against claims for bodily injury, death, or property damage arising out of Contractor’s performance of duties under this Agreement;
- c. Automobile insurance for owned, hired and non-owned vehicles;
- d. Coverage shall be sufficiently broad to cover to all duties and obligations undertaken by Contractor in this Agreement including duties related to indemnification;
- e. Insurance must be on an “occurrence” basis, and, other than Workers Compensation, the limits of such policies must be no less than \$1,000,000 per occurrence and \$1,500,000 aggregate.

- f. Policies must be held by insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless otherwise agreed to by the City in writing.
- g. Contractor must provide a copy of: (i) a certification of insurance satisfactory to the City, and (ii) if requested, the Contractor's insurance declaration page, riders and/or endorsements, as applicable, which evidences the compliance with this Paragraph, must be filed with the City prior to the start of Contractor's Work. Such documents evidencing insurance shall be in a form acceptable to the City and shall provide satisfactory evidence that the Contractor has complied with all insurance requirements.

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

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

17. Waiver. Any waiver by either Party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either Parties' ability to enforce a subsequent breach.

18. Governing Law. This Agreement shall be controlled by the laws of the State of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the Parties waive any objections to jurisdiction.

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

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

21. Entire Agreement. Unless stated otherwise in this, the entire agreement of the Parties is contained in this Agreement. This Agreement supersedes all prior oral agreements and negotiations between the Parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the Parties, unless otherwise provided herein.

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

CITY OF ROSEVILLE

[CONSULTANT]

By: _____
Daniel J. Roe, Mayor

By: _____
Its: _____

By: _____
Patrick Trudgeon, City Manager

By: _____
Its: _____

EXHIBIT A
WORK



May 30, 2023

City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

Attn: Ms. Stephanie Smith, PE – Assistant City Engineer
Stephanie.Smith@cityofroseville.com

RE: Quality Assurance Testing Proposal
2023 Pathway Project
S.A.P. 160-020-049, 062-646-041, 160-020-050, 062-651-073
City Project No. 23-05
Roseville, Minnesota
AET Proposal No. P-0023550

Dear Ms. Smith:

Thank you for the opportunity to provide a proposal to perform testing services on the referenced project. This proposal has been prepared in response to your email request on May 25, 2023, and describes our understanding of the project, our anticipated scope of services, our unit rates, and an estimated total fee to perform these services.

PROJECT INFORMATION

The City of Roseville will be performing a street and pathway improvements project during the 2023 construction season. The project area will include; Lexington Ave, Cleveland Ave, and Marion St. The project will be funded with state and municipal funds. Plans and Specifications were prepared by the City. We understand Construction Inspection and Contract Management of the project will be performed by the City.

GEOTECHNICAL INFORMATION

To our knowledge, a preliminary geotechnical exploration program has not been conducted for this project. Because of this, we cannot comment on the soil conditions at depth. Our judgments will be based only on those soils which we observe in the excavations and those present to the

depths explored at our shallow hand auger boring and hand cone penetrometer probe locations. To further explore the soil conditions below these depths, deeper penetration test borings are needed.

PROJECT APPROACH

During the construction improvements, AET will provide experienced MnDOT certified Technicians to perform sampling and material testing services in accordance with the 2022 State Aid for Local Transportation Schedule of Materials Control (2022 SALT SMC). For this project, Ryan Schaefer will be AET's contact. He can be reached at 651-603-6639 (office). AET requires a minimum of 24 hours' notice of the need for Services.

SCOPE OF SERVICES

Based on our review of the available plans and our experience with the City on similar projects, our anticipated scope of services is outlined below. These services will be provided on an on-call basis coordinated through authorized City field personnel.

Soils Sampling and Testing

Our estimate of the sampling and testing to be performed on the grading and base items is based on the requirements of MnDOT's "Specified Density Method" and in accordance with the 2022 SALT SMC. AET will perform MnDOT Relative Density testing (Proctor) as well as in-place density and moisture testing on the following materials:

- Utility Trench Backfill

The MnDOT Dynamic Cone Penetrometer will be used to verify compaction on the Class 5 Aggregate Base sections of the project following the MnDOT Penetration Index procedures in accordance with the 2022 SALT SMC.

AET will perform the sampling of the Class 5 Aggregate Base materials and transport the samples to our St. Paul, Minnesota laboratory. City personnel will update AET on the schedule of material placement, material sources (including changes in source), and changes in quantities.

Retaining Wall Observations and Soil Testing

At the request of the City, during excavation for the retaining walls, an Engineer I from our firm will visit the site on an on-call basis to perform the following services:

- Observe the soils in the bottoms of the excavations completed at that time.
- Perform shallow hand auger borings in the excavations.
- Perform hand cone penetrometer (HCP) probes in the excavations.
- Evaluate the suitability of the soils present in the excavations to support the anticipated fill, structural loads and pavements.
- Document the elevations at various locations at the bottoms of the excavations.
- Document that adequate oversizing of the excavations is provided to support lateral loads from the footings through the fill.

Project plans did not list any soils that would require compaction testing. However, if requested by the City, during placement of fill behind the retaining walls, a Technician II will visit the site on an on-call basis to test the compaction of the fill. The technician will perform the following services:

- In-place field density tests to evaluate the compaction of the fill soils using a nuclear density gauge.
- Standard Proctor tests for each different type of fill encountered at the test locations.
- Obtain samples of sand fill and/or aggregate base materials for sieve analysis tests and direct shear tests (if requested).

Bituminous Pavement Sampling and Testing

As bituminous paving is being completed, AET personnel will pick-up companion samples provided by the contractor during each day of paving and transport the samples to our St. Paul, Minnesota laboratory. Samples will be tested in our laboratory for MnDOT Gyration Mix Properties as follows:

- Gyration Density (AASHTO T 312) MnDOT Modified
- Rice Specific Gravity (ASTM D2041)
- Asphalt Extraction and Aggregate Gradation (ASTM D2172 Method E-11) MnDOT Modified C137 and C117
- Fine Aggregate Angularity (AASHTO T 304, Method A, MnDOT 1206.5)
- Percent Crushed Particles (MnDOT 1214.8)

Concrete Sampling and Testing

During the placement of concrete, AET will perform field testing consisting of slump, air content, temperature of the plastic concrete, and casting of cylinders for compression testing. The 2022

SALT SMC requires field testing for slump, air content, and temperature per every 100 cubic yards of each type of concrete placed each day. Compressive strength cylinders (1 set of 3 cylinders) are required once per every 300 cubic yards of each type of concrete placed each day; the cylinders will be retrieved the following day for curing and testing in our laboratory. The 3 cylinders are to be tested at 28 days. We are proposing to cast sets of 5 cylinders, with compressive strength testing as follows: 1 at 7 days, 3 at 28 days, and the 5th cylinder will be held in reserve for future testing if the 28-day strength requirement is not met.

We have assumed City personnel will be compiling the concrete batch tickets, certificates of compliance, and AET's field test results of the plastic concrete, which we will provide each day we are on-site performing testing services.

REPORTING

AET staff will prepare reports for the City to review. These reports will include the results of our field and laboratory testing as performed per the 2022 SALT SMC and testing frequencies referenced in the project documents. AET will complete the Preliminary Grading and Base Report and the Final Grading and Base Report, once provided with final project quantities. Daily field reports will also be prepared and made available upon request.

ESTIMATED FEES

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Materials Testing Estimate. Our invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. The rates are from the annual fee schedule for 2023 projects.

We have estimated a "minimum required estimate" for the project which estimates the tests needed to satisfy the requirements as defined in the 2022 SALT SMC and the project documents. The "likely needed estimate" is the cost that we anticipate will be required to complete the previously described testing services, based on our experience and assumed scheduling of the project. Therefore, we propose a budget cost estimate using the "likely needed" estimate for the scope of services for the project as outlined in this proposal. Our "likely needed" estimated fee is **\$8,837.50**. We refer you to the attached Materials Testing Estimate as reference to how we arrived at this estimated cost for the project.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Construction Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted only upon written acceptance of the proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions: 1) issuing an authorizing purchase order for any of the Services described in this proposal, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

GENERAL REMARKS

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need additional information, please contact me.

Sincerely,

American Engineering Testing



Ryan S. Schaefer
Geologist I/Project Manager
rschaefer@teamAET.com
651-603-6639



Andrew Schmid, PE*
Engineer III
aschmid@teamAET.com
651-523-1274
*MN, WI, ND, GA

EXHIBIT B
WORK



May 30, 2023

City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

Attn: Ms. Stephanie Smith, PE – Assistant City Engineer
Stephanie.Smith@cityofroseville.com

RE: Quality Assurance Testing Proposal
2023 Street Improvements
City Project No. 23-04
Roseville, Minnesota
AET Proposal No. P-0023549

Dear Ms. Smith:

Thank you for the opportunity to provide a proposal to perform testing services on the referenced project. This proposal has been prepared in response to your email request on May 25, 2023, and describes our understanding of the project, our anticipated scope of services, our unit rates, and an estimated total fee to perform these services.

PROJECT INFORMATION

The City of Roseville (the City) will be performing a street improvements project during the 2023 construction season. The project area will include; North McCarrons Blvd, Huron St, Dellwood St, Merrill St, Judith Ave, Terrace Dr, Rose Pl, Beacon St, Wheeler St, Fry St, Autumn St, Summer St, Ruggles St, Huron Ave, Dellwood Ave, Roma Ave, Dunlap St, Dionne St, Lindy Ave, Rosetown Ct, Overlook Dr, Transit Ave, and Sextant Ave. With alternate bids on Rose Pl, Avon St, Oakcrest Ave, and Grotto St. The project will be funded with municipal funds. Plans and Specifications were prepared by the City. We understand Construction Inspection and Contract Management of the project will be performed by the City.

GEOTECHNICAL INFORMATION

To our knowledge, a preliminary geotechnical exploration program has not been conducted for this project. Because of this, we cannot comment on the soil conditions at depth. Our judgments will be based only on those soils which we observe in the excavations and those present to the depths explored at our shallow hand auger boring and hand cone penetrometer probe locations. To further explore the soil conditions below these depths, deeper penetration test borings are needed.

PROJECT APPROACH

During the construction improvements, AET will provide experienced technicians to perform sampling and material testing services in accordance with the 2022 State Aid for Local Transportation Schedule of Materials Control (2022 SALT SMC). For this project, Ryan Schaefer will be AET's contact. He can be reached at 651-603-6639 (office). AET requires a minimum of 24 hours' notice of the need for Services.

SCOPE OF SERVICES

Based on our review of the available plans and our experience with the City on similar projects, our anticipated scope of services is outlined below. These services will be provided on an on-call basis coordinated through authorized City field personnel.

Soils Sampling and Testing

Based upon the information provided to us at the time of this proposal, we have assumed no new embankments will be constructed. The MnDOT Dynamic Cone Penetrometer will be used to verify compaction on the Class 5 Aggregate Base sections of the project following the MnDOT Penetration Index procedures in accordance with the 2022 SALT SMC.

AET will perform the sampling of the Class 5 Aggregate Base materials and transport the samples to our St. Paul, Minnesota laboratory. City personnel will update AET on the schedule of material placement, material sources (including changes in source), and changes in quantities.

Bituminous Pavement Sampling and Testing

As bituminous paving is being completed, AET personnel will pick-up companion samples provided by the contractor during each day of paving and transport the samples to our St. Paul,

Minnesota laboratory. Samples will be tested in our laboratory for MnDOT Gyratory Mix Properties as follows:

- Gyratory Density (AASHTO T 312) MnDOT Modified
- Rice Specific Gravity (ASTM D2041)
- Asphalt Extraction and Aggregate Gradation (ASTM D2172 Method E-11) MnDOT Modified C137 and C117
- Fine Aggregate Angularity (AASHTO T 304, Method A, MnDOT 1206.5)
- Percent Crushed Particles (MnDOT 1214.8)

AET assumes the City will utilize the MnDOT program to determine random core locations of bituminous based on information regarding tonnage (lot sizes) and pavement placement patterns. We also assume City personnel will mark the core locations in the field. This proposal does not incorporate the time and cost to mark the core locations or to determine random core locations. These services will be provided at your request. The City will coordinate the removal of both the contractor and companion cores with the contractor.

After the completion of the coring, AET will retrieve companion core samples from the project contractor for laboratory testing. This testing will include the following:

- The thickness of each layer of the core sample
- The density of each layer of the core sample

Concrete Sampling and Testing

During the placement of concrete, AET will perform field testing consisting of slump, air content, temperature of the plastic concrete, and casting of cylinders for compression testing. The 2022 SALT SMC requires field testing for slump, air content, and temperature per every 100 cubic yards of each type of concrete placed each day. Compressive strength cylinders (1 set of 3 cylinders) are required once per every 300 cubic yards of each type of concrete placed each day; the cylinders will be retrieved the following day for curing and testing in our laboratory. The 3 cylinders are to be tested at 28-days. We are proposing to cast sets of 5 cylinders, with compressive strength testing as follows: 1 at 7 days, 3 at 28 days, and the 5th cylinder will be held in reserve for future testing if the 28-day strength requirement is not met.

We have assumed City personnel will be compiling the concrete batch tickets, certificates of compliance, and AET's field test results of the plastic concrete, which we will provide each day we are on-site performing testing services.

REPORTING

AET staff will prepare reports for the City to review. These reports will include the results of our field and laboratory testing as performed per the 2022 SALT SMC. Daily field reports will also be prepared and made available upon request.

ESTIMATED FEES

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Materials Testing Estimate. Our invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. The rates are from the annual fee schedule for 2023 projects.

We have estimated a “minimum required estimate” for the project which estimates the tests needed to satisfy the requirements as defined in the 2022 SALT SMC and the project documents. The “likely needed estimate” is the cost that we anticipate will be required to complete the previously described testing services, based on our experience and assumed scheduling of the project. Therefore, we propose a budget cost estimate using the “likely needed” estimate for the scope of services for the project as outlined in this proposal. Our “likely needed” estimated fee is **\$14,919.00**. We refer you to the attached Materials Testing Estimate as reference to how we arrived at this estimated cost for the project.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Construction Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted only upon written acceptance of the proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions: 1) issuing an authorizing purchase order for any of the Services described in this proposal, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.



**EXHIBIT C
COMPENSATION**

Materials Testing Estimate for 2023 Pathway Project – 2022 SALT SMC

SAP 160-020-049, 062-646-041, 160-020-050, 062-651-073, CP 23-05; Roseville, Minnesota

Material	Units	Quantity	Trips	Hours	Agency Testing & Frequency	# of Tests		Cost per Test (\$)	Cost (\$)	
						Minimum	Likely		Minimum	Likely
Watermain Storm Sewer	LF	56 20	3	6	Proctor (1/soil type)	1	2	175.00	175.00	350.00
					Trenches, Specified Density Nuclear Gauge (1/500'/2' fill)	7	9	40.00	280.00	360.00
					Relative Moisture (1/10000 CY, 10 max)	1	1	50.00	50.00	50.00
Select Granular Borrow Note 1	CY	20			Gradation (1/40000 CY)			130.00	0.00	0.00
					Penetration Index DCP (1/2000 CY)			60.00	0.00	0.00
					Relative Moisture (1/10000 CY, 10 max)			50.00	0.00	0.00
Aggregate Base Class 5	CY	360	3	6	Gradation (2 per lot, 1 lot ≤ 2000 CY)	2	2	130.00	260.00	260.00
					Walks and Trails, DCP (1/500 feet)	4	6	60.00	240.00	360.00
					Relative Moisture (1/1000 CY, 10 max)	1	1	50.00	50.00	50.00
					Percent Crushed (1/source, if required)			210.00	0.00	0.00
					LAR (1/source, if required)			175.00	0.00	0.00
					Insoluble Residue (1/source, if required)			580.00	0.00	0.00
					Litho Exam & Shale Float Test (1/source, if required)			520.00	0.00	0.00
					Bitumen Content (Engineer's discretion)			275.00	0.00	0.00
Retaining Walls (no soils listed in quantities)	SF	1,420			Proctor (1/soil type)			175.00	0.00	0.00
					Gradation (1/40000 CY) - Select Granular Modified Material			130.00	0.00	0.00
					Specified Density Nuclear Gauge (1/500'/2' fill)			40.00	0.00	0.00
					Penetration Index DCP (1/500'/2' fill)			60.00	0.00	0.00
					Direct Shear Test, granular soil (if requested; proctor require			555.00	0.00	0.00
					Direct Shear Test, cohesive soil (if requested; proctor requir			615.00	0.00	0.00
		Excavation Observations provided by an Engineer I - Included in hourly rate see below								
Bituminous - 2.5" Trail and M&O	TON	430	2	3	MnDOT Gyratory Mix Properties (1/day/mix type)	1	2	595.00	595.00	1190.00
Concrete - Sidewalk, Pedestrian Ramps, Curb & Gutter, Driveway	CY	206	6	15	Plastic Concrete Testing (1 set of tests/100 CY) - Included in hourly rate see below					
					Concrete Compressive Strength, Curing, & Handling 4x8 Cylinders (includes mold) (5 cys/300 CY)	5	30	40.00	200.00	1200.00
					Concrete sample pick up from job site	1	5	95.00	95.00	475.00
								Subtotal =	1,945.00	4,295.00

Notes:

1. For grading and base materials, per the 2022 SALT SMC, less than 500 tons (250 CY) may be accepted by the Engineer without testing.
2. Number of "Likely" bituminous samples and trips assumes 2 days of paving.

Time and Mileage	Unit	Rate (\$)	Minimum Quantity	Likely Quantity	Minimum Cost	Likely Cost
Mileage, Personal Automobile/Truck	Mile	1.25	210	210	262.50	262.50
Level II Engineering Technician	Hour	110.00	30	30	3,300.00	3,300.00
Engineer I for Retaining Wall Observations (if requested)	Hour	160.00			0.00	0.00
Engineer II, Project Management	Hour	180.00	3	5	540.00	900.00
Project Administrator	Hour	80.00	1	1	80.00	80.00
Subtotal =					4,182.50	4,542.50

Estimate prepared by: **Ryan Schaefer**

	Minimum	Likely
Total Cost Estimate =	6,127.50	8,837.50



EXHIBIT D COMPENSATION

Materials Testing Estimate for 2023 Street Improvements – 2022 SALT SMC City Project No. 23-04; Roseville, Minnesota

Material	Units	Quantity	Trips	Hours	Agency Testing & Frequency	# of Tests		Cost per Test (\$)	Cost (\$)	
						Minimum	Likely		Minimum	Likely
Select Granular Borrow Note 1	CY	50	0	0	Gradation (1/40000 CY)			130.00	0.00	0.00
					Penetration Index DCP (1/2000 CY)			60.00	0.00	0.00
Aggregate Base Class 5	CY	1,010	2	5	Gradation (2 per lot, 1 lot ≤ 2000 CY)	1	2	130.00	130.00	260.00
					Road, Penetration Index DCP (1/500 CY)	3	4	60.00	180.00	240.00
					Percent Crushed (1/source, if required)			210.00	0.00	0.00
					LAR (1/source, if required)			175.00	0.00	0.00
					Insoluble Residue (1/source, if required)			580.00	0.00	0.00
					Litho Exam & Shale Float Test (1/source, if required)			520.00	0.00	0.00
					Bitumen Content (Engineer's discretion)			275.00	0.00	0.00
Bituminous - SP WE/NW	TON	8,187	8	12	MnDOT Gyratory Mix Properties (1/day/mix type)	2	8	595.00	1190.00	4760.00
					Companion Core Density & Thickness	48	48	53.00	2544.00	2544.00
Concrete - Sidewalk, Pedestrian Ramps, Curb & Gutter	CY	200	6	15	Plastic Concrete Testing (1 set of tests/100 CY) - Included in hourly rate see below					
					Concrete Compressive Strength, Curing, & Handling 4x8 Cylinders (includes mold) (5 cys/300 CY)	15	30	40.00	600.00	1200.00
					Concrete sample pick up from job site	3	5	95.00	285.00	475.00
1632								Subtotal =	4,929.00	9,479.00

Notes:

1. For grading and base materials, per the 2022 SALT SMC, less than 500 tons (250 CY) may be accepted by the Engineer without testing.
2. Number of "Likely" bituminous samples, cores, and trips assumes 8 days of paving (±1000 tons of bituminous per day). Assumes testing of all companion cores and no longitudinal density cores.

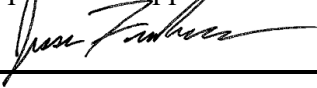
Time and Mileage	Unit	Rate (\$)	Minimum Quantity	Likely Quantity	Minimum Cost	Likely Cost
Mileage, Personal Automobile/Truck	Mile	1.25	320	320	400.00	400.00
Level II Engineering Technician	Hour	110.00	32	32	3,520.00	3,520.00
Engineer II, Project Management	Hour	180.00	5	8	900.00	1,440.00
Project Administrator	Hour	80.00	1	1	80.00	80.00
Subtotal =					4,900.00	5,440.00

Estimate prepared by: Ryan Schaefer		Minimum	Likely
	Total Cost Estimate =	9,829.00	14,919.00

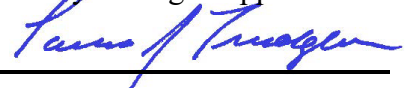
ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: June 20, 2023
Item No.: 10.1

Department Approval



City Manager Approval



Item Description: Approve 1806 and 1812 Aglen Street Drainage and Utility Easement Agreements

BACKGROUND

City staff has been working with the property owners at 1806 and 1812 Aglen Street to address a historic drainage problem. During large rain events, these backyards flood due to the 1.7 acres of residential drainage that collects in a low point between these two properties (Attachment A). Property owners have utilized sandbags in the past to stop water from intruding into their basements. Currently, there is no outlet for the water from the backyards to the street.

As part of the 2023 Drainage Improvement Project, staff is proposing to install a new storm sewer pipe between the two properties to a low point in their backyards, and connect to existing infrastructure in the street. The new storm sewer will be owned and maintained by the City indefinitely. To be able to construct and maintain the pipe, the City requested a five foot easement down the shared property line of 1806 and 1812 Aglen Street.

Both property owners approve the proposed solution to the drainage issue, and both have agreed to enter into an easement agreement with the City (Attachments B and C). The City Attorney has reviewed the template Drainage and Utility Easement Agreements which were used for this project.

POLICY OBJECTIVE

It is City policy to improve and maintain drainage to reduce the risk of localized flooding.

BUDGET IMPLICATIONS

There are no costs for the easements. The overall cost of the improvements is estimated to be \$35,000. When the project is bid, this will be brought to Council for approval. This cost will be paid by the storm sewer fund.

RACIAL EQUITY IMPACT SUMMARY

There should be no equity impacts associated with this agreement.

STAFF RECOMMENDATION

Staff recommends the City Council approve the easement agreements with 1806 Aglen Street and 1812 Aglen Street.

26 **REQUESTED COUNCIL ACTION**

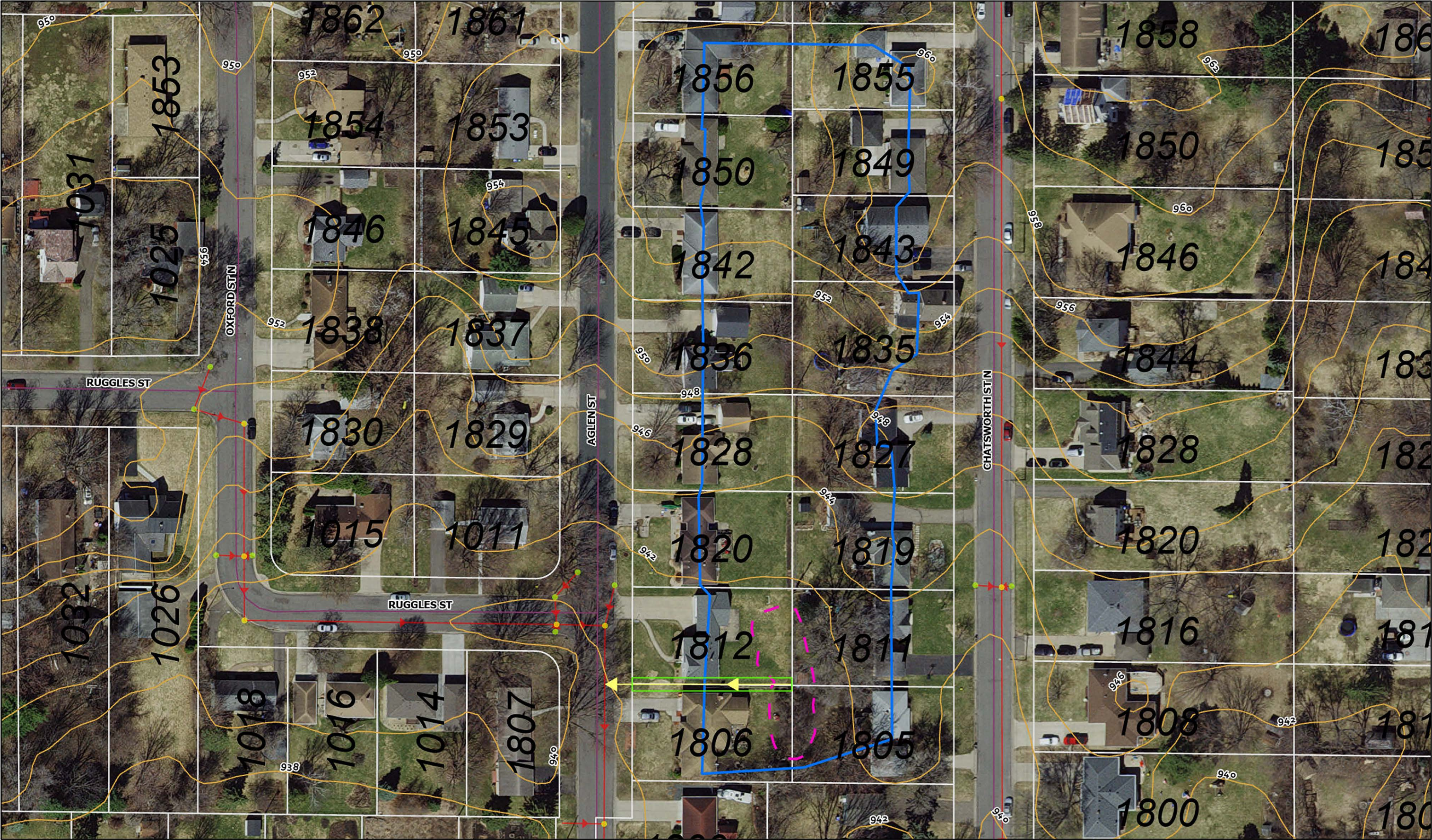
27 Motion to approve Drainage and Utility Easements at 1806 Aglen Street and 1812 Aglen Street.

Prepared by: Ryan Johnson, Environmental Manager

Attachments: A: Drainage Map

B: 1806 Aglen Street Drainage and Utility Easement

C: 1812 Aglen Street Drainage and Utility Easement



**1812 Aglen St
Drainage Map**

- Drainage area (1.7 AC +/-)
- Storm pipe (proposed)
- Inundation area (4,500 SF +/-)
- Proposed easement
- Storm pipe (existing)

Data Sources
* Ramsey County GIS (6/7/2022)
* City of Roseville Community Development
* City of Roseville Finance Department

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 produce 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 651-780-1070. The information 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.



Aglen_1812-Drainage

DRAINAGE AND UTILITY EASEMENT

THIS INSTRUMENT is made this 5 day of June, 2023, by Matthew and Michelle Mehmen, husband and wife, Grantor, in favor of the City of Roseville, a Minnesota municipal corporation, Grantee.

Recitals

- A. Grantor is the fee owner of certain real property located at 1806 Aglen Street, Roseville, in Ramsey County, Minnesota (PID No. 142923320016) and legally described on Exhibit A attached hereto (the "Property");
- B. Grantor desires to grant to Grantee a perpetual, non-exclusive drainage and utility easement according to the terms and conditions contained herein.

Terms of Easement

1. Incorporation. The above recitals and attached exhibits are hereby incorporated and made part of this Instrument.
2. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to Grantee a perpetual, non-exclusive drainage and utility easement over, under, and across the portion of the Property described on Exhibit B and depicted on Exhibit C attached hereto (the "Easement Area").
3. Scope of Easement. The perpetual, non-exclusive easement granted herein includes the right of Grantee, its contractors, agents, and employees to enter the premises at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering, repairing, replacing, and removing public utilities and drainage ways within the Easement Area.

The easement granted herein also includes the right to cut, trim, or remove from the Easement Area trees, shrubs, or other vegetation as in Grantee's judgment unreasonably interfere with the easement or facilities of Grantee, its successors or assigns.

4. Warranty of Title. Grantor warrants that it is the owner of the Property and has the right, title and capacity to convey to Grantee the easement herein.

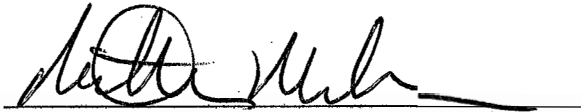
5. Environmental Matters. Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or the Property prior to the date of this Instrument.

6. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on Grantor, its successors and assigns.

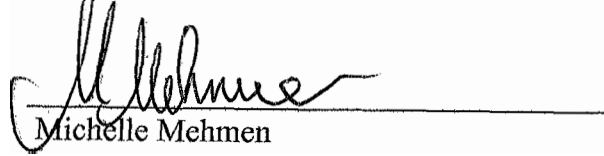
STATE DEED TAX DUE HEREON: NONE

[Signature on following page]

GRANTOR



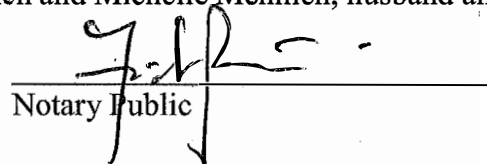
Matthew Mehmen



Michelle Mehmen

STATE OF MINNESOTA)
COUNTY OF Ramsey) ss.

The foregoing instrument was acknowledged before me this 5th day of June, 2023 by Matthew Mehmen and Michelle Mehmen, husband and wife.


Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered
Fifth Street Towers, Suite 700
150 South Fifth Street
Minneapolis, MN 55402
(612) 337-9300

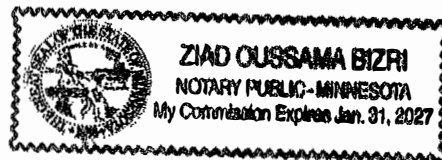


EXHIBIT A

Legal Description of Property

Lot 6, Block 1, Ed Bossard Addition Plat 1

EXHIBIT B

Legal Description of Easement

An easement for drainage and utility purposes described as follows:

An easement for drainage and utility purposes over, under and across the North 80 feet of Lot 6, Block 1, Ed Bossard Addition Plat 1 which is more particularly described as follows:

The northerly 5.00 feet of the North 80 feet of Lot 6, Block 1, Ed Bossard Addition Plat 1,

All in Ramsey County, Minnesota.

EXHIBIT C
Depiction of Easement

RUGGLES ST.

AGLEN ST.

EAST RIGHT-OF-WAY LINE
AGLEN ST.

1812

EXHIBIT "C"
GRANTOR: MATTHEW MEHMEN
GRANTEE: CITY OF ROSEVILLE

132.13'

6'

1806

LOCATED WITHIN THE CITY
OF ROSEVILLE,
RAMSEY COUNTY, MINNESOTA

DRAINAGE AND UTILITY
EASEMENT AREA (660.49 SF)



0 15 30 60
SCALE IN FEET

EXHIBIT "C"
DRAINAGE AND UTILITY EASEMENT
1806 AGLEN STREET

ROSEVILLE
ENGINEERING DEPARTMENT

DRAINAGE AND UTILITY EASEMENT

THIS INSTRUMENT is made this ____ day of _____, 2023, by Douglas and Lorraine Christianson, husband and wife, Grantor, in favor of the City of Roseville, a Minnesota municipal corporation, Grantee.

Recitals

- A. Grantor is the fee owner of certain real property located at 1812 Aglen Street, Roseville, in Ramsey County, Minnesota (PID No. 142923320017) and legally described on Exhibit A attached hereto (the "Property");
- B. Grantor desires to grant to Grantee a perpetual, non-exclusive drainage and utility easement according to the terms and conditions contained herein.

Terms of Easement

1. Incorporation. The above recitals and attached exhibits are hereby incorporated and made part of this Instrument.
2. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to Grantee a perpetual, non-exclusive drainage and utility easement over, under, and across the portion of the Property described on Exhibit B and depicted on Exhibit C attached hereto (the "Easement Area").
3. Scope of Easement. The perpetual, non-exclusive easement granted herein includes the right of Grantee, its contractors, agents, and employees to enter the premises at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering, repairing, replacing, and removing public utilities and drainage ways within the Easement Area.

The easement granted herein also includes the right to cut, trim, or remove from the Easement Area trees, shrubs, or other vegetation as in Grantee's judgment unreasonably interfere with the easement or facilities of Grantee, its successors or assigns.

4. Warranty of Title. Grantor warrants that it is the owner of the Property and has the right, title and capacity to convey to Grantee the easement herein.

5. Environmental Matters. Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or the Property prior to the date of this Instrument.

6. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on Grantor, its successors and assigns.

STATE DEED TAX DUE HEREON: NONE

[Signature on following page]

EXHIBIT A

Legal Description of Property

Lot 7, Block 1, Ed Bossard Addition Plat 1

EXHIBIT B

Legal Description of Easement

An easement for drainage and utility purposes described as follows:

An easement for drainage and utility purposes over, under and across Lot 7, Block 1, Ed Bossard Addition Plat 1 which is more particularly described as follows:

The southerly 5.00 feet of Lot 7, Block 1, Ed Bossard Addition Plat 1,

All in Ramsey County, Minnesota.

GRANTOR

Douglas Christianson
Douglas Christianson

Lorrayne Kay Christianson
Lorrayne Kay Christianson

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 25th day of May, 2023 by Douglas Christianson and Lorrayne Kay Christianson, husband and wife.

Beth Naomi Moen Kolodjski
Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered
Fifth Street Towers, Suite 700
150 South Fifth Street
Minneapolis, MN 55402
(612) 337-9300



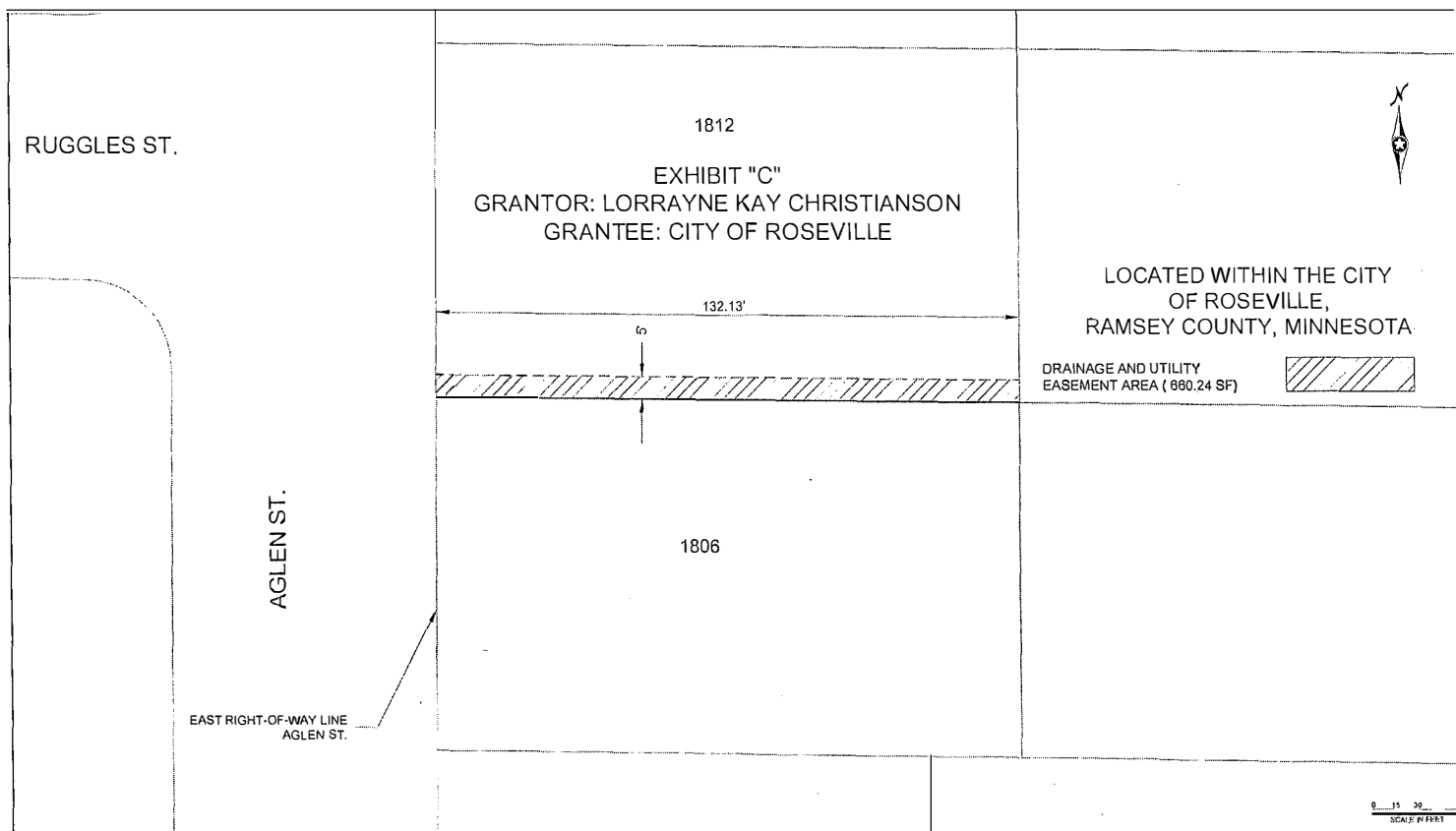


EXHIBIT "C"
DRAINAGE AND UTILITY EASEMENT
1812 AGLEN STREET

ROSEVILLE
ENGINEERING DEPARTMENT

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: June 20, 2023

Item No.: 10.m

Department Approval



City Manager Approval



Item Description: Declare Mid-Term Vacancies for Various Commissions

BACKGROUND

The city's Appointment Policy states *"Regular commission appointments and reappointments will occur each spring in March. If vacancies occur, the council will consider appointments to fill those vacancies in March or September."*

The following commissions have current vacancies due to resignations.

Commission	Commissioner	Term Ending
Public Works	Michael Joyce	3/31/2024

Listed below are proposed dates for the recruitment and appointment process for these vacancies.

PROPOSED 2023 MID-TERM COMMISSIONER RECRUITMENT SCHEDULE

	Mid-Term Vacancy Appointments 2023
Declare Vacancies	June 20, 2023
Application Period	June 21 – August 10, 2023
Interviews	August 24, 2023
Appointment	September 11, 2023
Term	Through 3/31/2024

STAFF RECOMMENDATION

Declare a vacancy on the Public Works, Environment and Transportation Commission for a term ending 3/31/2024.

REQUESTED COUNCIL ACTION

Declare a vacancy on the Public Works, Environment and Transportation Commission for a term ending 3/31/2024.

Authorize staff to advertise for applicants with an application deadline of August 10, 2023. Applicants would be interviewed on Thursday, August 24 with appointments occurring at the September 11, 2023 meeting.

Prepared by: Rebecca Olson, Assistant City Manager

FUTURE MEETING AGENDA HIGHLIGHTS

June 20, 2023

July 10, 2023 City Council Meeting

- Public Works Environment and Transportation Commission Joint Meeting
- Consider approval of Preliminary Plat of 691 and 711 Shryer Ave. to six single-family lots
- Consider approval of Preliminary Plat of 2560 Fry Street to 10 lots for single-family attached homes (twin homes)
- Consider approval of zoning text amendment and conditional use request for the Ramsey County Environmental Service Center at 1725 Kent Street.

July 17, 2023 EDA Meeting

- Receive Preliminary 2024 EDA Budget
- Receive update on status of TIF Districts

July 17, 2023 City Council Meeting (Worksession)

- Visit Roseville Wayfinding Signage
- Presentation of Capital Improvement Plan
- SAC Credit Policy Discussion
- Presentation by Tubman regarding financial partnership with City of Roseville
- Discussion about circulator bus with NewTrax

<u>Future Agenda Review - Longer Term Initiatives</u>					
(items that likely require council discussion/action)					
<u>Item</u>			<u>Initiated By</u>	<u>Target Date</u>	<u>Status/Notes</u>
Inspectors of single-family rentals, health and safety			Etten	TBD	
Review need of pet licenses			Council	TBD	Brought forward by former Councilmember Willmus
Sister City Relationship with Indigenous Tribal Nation			Strahan	TBD	
Rooster Regulations			Council	TBD	Brought forward by resident at the July 18, 2022 Council mtg.
Off-sale liquor license holders - 1 day suspension for 1st vio			Etten	TBD	Issue raised during 2/13mtg. when considering penalties for li
Roseville gun violence awareness proclamation			Strahan/Council	Orig Mar '23	re-target Mar '24?
Zero Waste Packaging/Compostable Containers			Etten/Strahan	July '23	will be discussed at PWET joint meeting July 10
City Speed Limit Review on Local Streets			Strahan/Council	July '23	will be discussed at PWET joint meeting July 10
Update on shopping carts left in public r-o-w			Strahan	Summer '23	
Accept classification & compensation study & recomm's			Staff/Council	Summer '23	implementation strategies discussion to follow
Envision Roseville final report & RFP for strategic plng			Staff/Council	3rd qtr '23	(City Manager goal item)
Commission scope/duties/functions implementation			Etten/Council	Fall '23	
Short term rental code updates			Council	Fall '23	(Issuance of new licenses suspended pending update)
Hotel licensing regulations			Staff/Council	Late '23?	upcoming work session topic?
New cannabis law - effect on current THC licensing			Staff/Council	Late '23?	Staff getting educated on law and ramifications
Update SREAP with new goals/objectives			Staff/Council	Late '23	(City Manager goal item)
Sacred Settlement code updates			Staff/Council	Dec '23	Staff getting educated on law and ramifications
Strategic planning			Staff/Council	1st qtr '24	(City Manager goal item)
New cannabis regulation scheme			Staff/Council	Late '24?	Staff getting educated on law and ramifications
Roseville Fire role in medical transport			Staff	TBD	Ongoing discussions with Allina, etc.
<u>City/EDA Budget Process</u>					
EDA budget and City CIP review			Staff/Council	July '23	(budget calendar item)
Receive City Manager proposed budget (w/ARPA impacts)			Staff/Council	Aug '23	(budget calendar item) (City Manager goal item)
Fin Comm budget recomm's & prelim levy/budget			Staff/Council	Sep '23	(budget calendar item)
Utility Rates & Fee Schedule			Staff/Council	Nov '23	(budget calendar item)
Adopt final budget, levy, utility rates, & fees			Staff/Council	Dec '23	(budget calendar item)