

Mayor:
David Grant

Councilmembers:
Brenda Holden
Fran Holmes
Dave McClung
Vacant



**Regular City Council
Agenda
January 11, 2016
7:00 p.m.
City Hall**

Address:
1245 W Highway 96
Arden Hills MN 55112

Phone:
651-792-7800

Website:
www.cityofardenhills.org

City Vision

Arden Hills is a strong community that values its unique environmental setting, strong residential neighborhoods, vital business community, well-maintained infrastructure, fiscal soundness, and our long-standing tradition as a desirable City in which to live, work, and play.

CALL TO ORDER

1. APPROVAL OF AGENDA

2. PRESENTATION

3. PUBLIC INQUIRIES/INFORMATIONAL

Public inquiries/informational is an opportunity for citizens to bring to the Council's attention any items not currently on the agenda. In addressing the Council, please state your name and address for the record, and a brief summary of the specific item being addressed to the Council. To allow adequate time for each person wishing to address the Council, we ask that individuals limit their comments to three (3) minutes. Written documents may be distributed to the Council prior to the meeting, or as bench copies, to allow a more timely presentation.

4. STAFF COMMENTS

4.A. Rice Creek Commons (TCAAP) And Joint Development Authority (JDA) Update
Jill Hutmacher, Community Development Director

Documents: [MEMO.PDF](#)

5. APPROVAL OF MINUTES

5.A. December 14, 2015, Regular City Council

Documents: [12-14-15-R.PDF](#)

5.B. December 28, 2015, Special City Council Work Session

Documents: [12-28-15-WS.PDF](#)

6. CONSENT CALENDAR

Those items listed under the Consent Calendar are considered to be routine by the

City Council and will be enacted by one motion under a Consent Calendar format. There will be no separate discussion of these items, unless a Councilmember so requests, in which event, the item will be removed from the general order of business and considered separately in its normal sequence on the agenda.

6.A. Claims And Payroll

Sue Iverson, Acting City Administrator
Director of Finance and Administrative Services
Dave Perrault, Finance Analyst

Documents: [MEMO.PDF](#)

6.B. Adoption Of Resolution 2016-001 Relating To The Organization Of The City Of Arden Hills

Amy Dietl, City Clerk

Documents: [MEMO.PDF](#), [ATTACHMENT A.PDF](#)

6.C. Adoption Of Resolution 2016-002 Commission And Committee Appointments

Amy Dietl, City Clerk

Documents: [MEMO.PDF](#), [ATTACHMENT A.PDF](#)

6.D. Approve Appointment Of Customer Support Representative

Sue Iverson, Acting City Administrator
Director of Finance and Administrative Services

Documents: [MEMO.PDF](#)

6.E. Mounds View High School Trail - Pay Estimate No. 1

John Anderson, Acting Public Works Director

Documents: [MEMO.PDF](#), [ATTACHMENT A.PDF](#)

6.F. Mounds View High School Trail - Joint Powers Agreement Amendment

John Anderson, Acting Public Works Director

Documents: [MEMO.PDF](#), [ATTACHMENT A.PDF](#), [ATTACHMENT B.PDF](#)

6.G. Northeast Youth And Family Services 2016 Contract

Sue Iverson, Acting City Administrator
Director of Finance and Administrative Services

Documents: [MEMO.PDF](#), [ATTACHMENT A.PDF](#)

6.H. Adoption Of The 2016 City Contribution For Employee Benefits

Sue Iverson, Acting City Administrator
Director of Finance and Administrative Services

Documents: [MEMO.PDF](#), [ATTACHMENT A.PDF](#)

6.I. Appointment Of EDC Chair

Amy Dietl, City Clerk

Documents: [MEMO.PDF](#), [ATTACHMENT.PDF](#)

6.J. Approve Lake Johanna Fire Department Capital Expenditures

Dave Perrault, Finance Analyst

Documents: [MEMO.PDF](#), [ATTACHMENT A.PDF](#)

6.K. 2016-2017 Union Contract

Sue Iverson, Acting City Administrator
Director of Finance and Administrative Services

Documents: [MEMO.PDF](#), [ATTACHMENT A.PDF](#)

7. PULLED CONSENT ITEMS

Those items that are pulled from the Consent Calendar will be removed from the general order of business and considered separately in its normal sequence on the agenda.

8. PUBLIC HEARINGS

Under this Public Hearing section, citizens have an opportunity to discuss ideas regarding Rice Creek Commons (TCAAP) development. Please be sure to complete a "Request to Appear before City Council" form (available at the back table). Completed forms may be given to the City Clerk.

8.A. TCAAP Development Discussion Opportunity For Residents

Mayor Grant

Documents: [MEMO.PDF](#)

9. NEW BUSINESS

10. UNFINISHED BUSINESS

11. COUNCIL COMMENTS

ADJOURN



DATE: January 11, 2016

TO: Honorable Mayor and City Councilmembers
Sue Iverson, Acting City Administrator

FROM: Jill Hutmacher, Community Development Director

SUBJECT: Rice Creek Commons (TCAAP) and Joint Development Authority (JDA)
Update

The Joint Development Authority reviewed and approved the *Solicitation for Master Developer* at its meeting on January 4, 2016. JDA Commissioners made several comments. The document will be revised accordingly and was approved for release on February 1, 2016.

The schedule for the selection of a Master Developer is as follows:

Solicitation released	Feb 1, 2016
Pre-proposal conference and site tour	Feb 11, 2016
Deadline for submission of questions	TBD
Response to questions posted	TBD
Solicitation responses due	Mar 2, 2016
Solicitation Review Committee evaluation and shortlist	Mar 18, 2016
Deadline for submission of additional information	Mar 24, 2016
Evaluation, interviews, and recommendation to the JDA	Mar 31, 2016
JDA selects master developer	Apr 4, 2016

At its next meeting on February 1, 2016, the JDA will discuss the membership of the Solicitation Review Committee.



DRAFT

Approved: January 11, 2016

**CITY OF ARDEN HILLS, MINNESOTA
REGULAR CITY COUNCIL MEETING
DECEMBER 14, 2015
7:00 P.M. - ARDEN HILLS CITY COUNCIL CHAMBERS**

CALL TO ORDER/ROLL CALL

Pursuant to due call and notice thereof, Mayor David Grant called to order the regular City Council meeting at 7:00 p.m.

Present: Mayor David Grant, Councilmembers Brenda Holden, Fran Holmes, and Dave McClung

Absent: None

Also present: Acting City Administrator Sue Iverson; Community Development Director Jill Hutmacher; Acting Public Works Director John Anderson; City Planner Ryan Streff; Associate Planner Matthew Bachler; and City Clerk Amy Dietl

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA

Mayor Grant requested that Items 6C and 6D be removed from the Consent Agenda for further discussion as Items 9C and 9D under New Business.

MOTION: Councilmember McClung moved and Councilmember Holmes seconded a motion to approve the meeting agenda as amended. The motion carried unanimously (4-0).

2. PUBLIC INQUIRIES/INFORMATIONAL

None.

3. PUBLIC PRESENTATIONS

A. Mayoral Proclamation in Recognition of Pam Sweeney, Customer Support Representative

Mayor Grant read a proclamation recognizing Pam Sweeney for her 16+ years of dedicated service to the City of Arden Hills as its Customer Support Representative. He presented Ms. Sweeney with the proclamation and a plaque.

Councilmember McClung thanked Ms. Sweeney for being the first smile residents see when they enter City Hall. He appreciated the service she provided to the City and wished her well in her retirement.

Councilmember Holden thanked Ms. Sweeney for providing a warm welcome to each and every resident that visited City Hall. She stated that Ms. Sweeney will be greatly missed.

Councilmember Holmes thanked Ms. Sweeney for representing Arden Hills and wished her well in her retirement.

4. STAFF COMMENTS

A. Rice Creek Commons (TCAAP) Update

Community Development Director Hutmacher stated that there is no new information to report at this time. It was noted that the December TCAAP Joint Development Authority meeting was cancelled.

Councilmember Holden asked if staff had a copy of the Request for Proposal (RFP).

Community Development Director Hutmacher indicated that staff had reviewed the RFP and provided comments to the County. She anticipated that the draft document would be provided to JDA members later this week.

4. APPROVAL OF MINUTES

- A. November 23, 2015, Special City Council Work Session
- B. November 30, 2015, Regular City Council

MOTION: **Councilmember McClung moved and Councilmember Holden seconded a motion to approve the November 23, 2015, special City Council work session minutes; and the November 30, 2015, regular City Council meeting minutes as presented. The motion carried unanimously (4-0).**

5. CONSENT CALENDAR

- A. Motion to Approve Consent Agenda Item - Claims and Payroll
- B. Motion to Approve the Cancellation of the December 28, 2015, Regular City Council Meeting
- C. ~~Motion to Approve the Adoption of the 2016 Employee Compensation Plan – Non-Union Employees~~
- D. ~~Motion to Approve the Adoption of the 2016 City Contribution for Employee Benefits~~

- E. Motion to Approve Ordinance 2015-012 Adopting the 2016 Fee Schedule and Authorizing the Publication of the Ordinance Summary
- F. Motion to Approve 2016 Liquor License Renewals
- G. Motion to Approve 2016 Tobacco License Renewals
- H. Motion to Adopt Resolution 2015-051 Setting the 2016 Recycling Fee
- I. Motion to Accept Proposal for Lift station 13 Rehabilitation
- J. Motion to Approve County Road E/Pine Tree Drive Improvements – Change Order No. 1 and Payment #6
- K. Motion to Approve Master Partnership Agreement with MnDOT
- L. Motion to Approve Regulatory Sign Replacement
- M. Motion to Approve Stormwater Outfall Inspections and Pond Assessment
- N. Motion to Approve Publishing a Summary of Ordinance 2015-011 (*Accessory Antennas Code Updates – Approved at 11/30/15 Meeting*)
- O. Motion to Approve Publishing a Summary of Ordinance 2015-010 (*Window Transparency Code Update – Approved at 11/30/15 Meeting*)
- P. Motion to Approve Publishing a Summary of Ordinance 2015-008 (*Cable Television Franchise – Approved at 11/30/15 Meeting*)
- Q. Motion to Approve Lake Johanna Direct Department Capital Expenditures
- R. Motion to Accept Resignation of EDC Chair Steve Heikkila

MOTION: Councilmember McClung moved and Councilmember Holden seconded a motion to approve the Consent Calendar as amended, and to authorize execution of all necessary documents contained therein. The motion carried unanimously (4-0).

7. PULLED CONSENT ITEMS

None.

8. PUBLIC HEARINGS

- A. **Rice Creek Commons (TCAAP) Development Discussion Opportunity for Residents**

Mayor Grant stated that under the Public Hearing section, citizens have an opportunity to discuss ideas regarding the TCAAP development.

Mayor Grant opened the public hearing at 7:12 p.m.

With no one coming forward to speak, **Mayor Grant** closed the public hearing at 7:13 p.m.

B. Truth-In-Taxation Hearing

Acting City Administrator Iverson discussed the City's proposed budget and tax levy for 2016. She provided clarification on why residents' property taxes vary from year-to-year. She explained that property taxes were impacted by market value changes, special assessments, voter approved referendums, in addition to Ramsey County and school district increases.

Acting City Administrator Iverson provided comment on the changing market values for 2016 in Arden Hills and how the median value home would be impacted by the shift. She encouraged homeowners that had questions with their estimated market value to contact Ramsey County. The City's tax history was reviewed along with a comparison of the Arden Hills' tax rate compared to neighboring communities. She reported that the City was proposing a 3.5% tax levy increase which was primarily made up of public safety cost increases and employee COLA. The general fund revenues and expenditures were also discussed.

Staff reviewed the budget further with the Council and recommended comments be taken from the public.

Councilmember Holden questioned why staffing in recreation was going up 25% in 2016.

Acting City Administrator Iverson explained that this was due to a reclassification of the Park and Recreation position within the City.

Mayor Grant requested the gateway sign expenditure be removed from the budget.

Acting City Administrator Iverson stated that this has been removed from the 2016 budget.

Councilmember Holden asked why the City was proposing to spend more than it was bringing in.

Acting City Administrator Iverson indicated that staff prepared the budget according to conservative estimates for both revenues and expenditures.

Mayor Grant opened the Truth-In-Taxation hearing at 7:40 p.m.

Grant Wishart, 1424 Arden Oaks Drive, reported that he has lived in the City for the past 32 years. He is concerned with the substantial increase (12%) to the value of his home. He understood that this would have to be discussed with the County.

Acting City Administrator Iverson encouraged Mr. Wishart to contact Ramsey County to discuss his home's value. She discussed how the County uses home sale comparables to set property tax increases.

Gregg Larson, 3377 North Snelling Avenue, discussed the proposed budget and tax levy. He feared that the comparisons being made by staff between the City's tax rate to neighboring communities is meaningless due to varying populations, property values and percentage of commercial property. He encouraged staff to find other ways to demonstrate that the City's finances are being managed responsibly. He questioned why the City has not taken advantage of low bond rates in order to fund critical park and trail needs. He believed that this would have been a positive fiscal step for the City. He was surprised that the City presented a critical need to the public that has not been addressed in the past two years. He mentioned that the citizens were not in favor of franchise fees, but were more in favor of property increases to build reserve funds.

Mayor Grant understood that there is a difference between cities. He provided further comment on the City's financial standing within the community. He stated that historically, the City has not used bonding, but anticipated that this may change when TCAAP begins to develop.

Mayor Grant closed the Truth-In-Taxation hearing at 7:57 p.m.

C. Resolution 2015-050 Adopting and Confirming Quarterly Special Assessments for Delinquent Utilities

Acting City Administrator Iverson stated that delinquent utility amounts are certified to Ramsey County quarterly. A list of utility accounts with a delinquent balance was compiled and notices dated November 12, 2015, were mailed. These customers were informed of their delinquent status and were asked to make payment of the delinquent balance by December 9, 2015. Utility accounts with an unpaid delinquent balance after December 9, 2015, will be certified to Ramsey County to be added to property taxes payable in 2016. The certification amount is equal to the unpaid delinquent balance plus an eight percent penalty. A list of remaining delinquent utility accounts, as of December 11, 2015, is reviewed by staff. The City will request that Ramsey County levy the delinquent balances against the respective properties.

Staff recommended that the Council confirm the quarterly special assessments for delinquent utilities.

Mayor Grant opened the public hearing at 7:58 p.m.

With no one coming forward to speak, **Mayor Grant** closed the public hearing at 7:59 p.m.

MOTION: **Councilmember Holden moved and Councilmember McClung seconded a motion to adopt Resolution #2015-050 – Adopting and Confirming Quarterly Special Assessments for Delinquent Utilities. The motion carried (4-0).**

9. NEW BUSINESS

A. Adoption of the 2016 Budget and Tax Levy

- **Approve the 2016-2020 CIP**
- **Resolution 2015-054 Adopting the Proposed 2016 Budget in the Amount of \$11,527,350**
- **Resolution 2015-055 Setting the Final Tax Levy for Taxes Payable in 2016 in the Amount of \$3,478,775**

Acting City Administrator Iverson reviewed the proposed 2016 budget and final tax levy with the Council. She requested that the Council approve the 2016-2020 CIP, the proposed budget and the final tax levy.

MOTION: **Councilmember McClung moved and Councilmember Holmes seconded a motion to approve the 2016-2020 CIP as presented.**

Councilmember Holmes fully supported the CIP as presented.

The motion carried (4-0).

Mayor Grant asked if there were any changes to the 2016 budget.

Councilmember Holden asked if one seasonal employee could be cut in order to reduce expenses for the City.

Acting Public Works Director Anderson reported that the maintenance provided within the City's parks was dependent upon both the equipment used and the number of Public Works Department employees. He feared that if the number of staff was reduced this would adversely impact the City parks. He discussed how the seasonal employees as well as department employees had to pick up the slack this summer after one seasonal worker was let go.

Councilmember McClung asked how much of a salary savings the City would gain due to the retirement of both the City Administrator and the Public Works Director. He indicated that he could support a 3% levy increase and was hoping that the salary savings would cover the difference.

Acting City Administrator Iverson estimated this to be \$58,000; however the City had to pay out severance for both employees. She anticipated that there would be only a \$15,000 savings in 2015. She reported that the Council could see a savings in 2016 depending on when new employees were hired.

Councilmember Holden stated that the sidewalk from Pine Tree Drive to Bethel University was a priority and that the expense for this project had to be undertaken. She discussed how this project justified the proposed levy increase.

Mayor Grant provided further comment on the payments the City would be receiving from Bethel University for the sidewalk connection. He indicated that while he wants to reduce the budget further, he did not see any areas where cuts could be made.

Councilmember Holden explained that the City has also been involved in a number of MnDOT projects over the past two years which led the City into completing sidewalk and trail projects.

MOTION: **Councilmember Holden moved and Councilmember Holmes seconded a motion to adopt Resolution #2015-054 – Adopting the 2016 Budget in the amount of \$11,102,350. The motion carried 3-1 (McClung opposed).**

MOTION: **Councilmember Holden moved and Councilmember Holmes seconded a motion to adopt Resolution #2015-055 – Setting the Final Levy for Taxes (3.5%) Payable in 2016 in the amount of \$3,478,775.**

Councilmember McClung commented that while he wanted to make an amendment, he feared it would not be supported by the remaining Councilmembers.

The motion carried 3-1 (McClung opposed).

B. Motion to Approve Ordinance 2015-009 in Planning Case 15-023 (Public Use Dedication Ordinance) and Motion to Approve Publishing a Summary of Ordinance 2015-009

Associate Planner Bachler stated that development results in new residents and employees that have an impact on a community's existing public infrastructure, such as streets, utilities, and parks. Minnesota State law authorizes cities to require as part of a subdivision approval that a reasonable portion of buildable land be dedicated to the public or preserved for public use specifically for parks, recreational facilities, playgrounds, trails, wetlands, or open space. The City's current public use dedication requirements are found in Chapter 11 – Subdivisions, Section 1130.08 of the City Code.

Associate Planner Bachler indicated that with the pending redevelopment of the former Twin Cities Army Ammunition Plant (TCAAP) site, City staff has been working with the City Attorney to update the public use dedication requirements to ensure that sufficient resources will be available for park development on TCAAP. Additionally, the update to the ordinance is meant to clarify park dedication requirements throughout the City and to affirm that these requirements may apply to redevelopment or reuse projects as well.

Associate Planner Bachler reported that the City Council reviewed the proposed amendments to Section 1130.08 at their work session on November 16, 2015. City staff presented a summary of the changes to the park dedication ordinance, which would be updated to include two requirements for subdivision or development approval: a land dedication requirement and a park development fee. The land dedication requirement would allow the City to acquire land for park, trail, and open space purposes. The park development fee would enable the City to collect fees to be used for park development and improvements.

Associate Planner Bachler explained that the City's financial advisor, Stacie Kvilvang, Ehlers and Associates, provided an analysis of the estimated costs for park acquisition and development on TCAAP at the Work Session. The City Council and Ms. Kvilvang discussed an appropriate park development fee amount to ensure sufficient funds are available to develop the parks and open spaces shown on the TCAAP Regulating Plan. Following their discussion the City Council directed staff to schedule the required public hearing for the ordinance at the Planning Commission meeting on December 9, 2015, and to place the ordinance on the City Council agenda for December 14, 2015.

Associate Planner Bachler commented that the Planning Commission raised several issues during their discussion on the proposed ordinance. Staff forwarded these questions to the City Attorney who has since provided a revised version of Ordinance 2015-009. One change was made under Subdivision 1, Paragraph B replacing the word "Council" with "City" for the purpose of consistency. Staff explained the Planning Commission reviewed Planning Case 15-023 at their regular meeting on December 9, 2015, and recommended approval (5-1, Zimmerman) of the proposed amendments to Section 1130.08 of the Arden Hills City Code, as presented in the December 14, 2015 Report to the City Council.

Councilmember Holden asked if the recommendation had been reviewed by the City Attorney.

Associate Planner Bachler reported that the City Attorney worked closely with staff to draft the proposed ordinance.

Community Development Director Hutmacher indicated that many cities are moving to a parks and open space ordinance similar to the one being proposed by staff. She explained it was the City Attorney's opinion that the ordinance as drafted gave the City the strongest hand in addressing park dedication fees when compared to current State Statute.

MOTION: **Councilmember Holden moved and Councilmember Holmes seconded a motion to adopt Ordinance #2015-009 – an Amendment to Section 1130.08 of the Arden Hills City Code, as presented in the December 14, 2015 Report to the City Council. The motion carried (4-0).**

MOTION: **Councilmember Holden moved and Councilmember McClung seconded a motion to approve Publishing a Summary of Ordinance 2015-009. The motion carried (4-0).**

C. Adoption of the 2016 Employee Compensation Plan – Non-Union Employees

Mayor Grant did not believe that the Council should take action on this item this evening. He was in favor of tabling action on this item to a future City Council work session.

MOTION: **Mayor Grant moved and Councilmember McClung seconded a motion to table action on this item to the December 21, 2015, City Council work session. The motion carried 3-1 (Holmes opposed).**

D. Adoption of the 2016 City Contribution for Employee Benefits

Mayor Grant did not believe that the Council should take action on this item this evening. He was in favor of tabling action on this item to a future City Council work session.

MOTION: **Mayor Grant moved and Councilmember McClung seconded a motion to table action on this item to the December 21, 2015, City Council work session. The motion carried 3-1 (Holmes opposed).**

10. UNFINISHED BUSINESS

None.

11. COUNCIL COMMENTS

Councilmember Holmes discussed a recent article from the National League of Cities regarding the governing of signs. She anticipated that the City would have to make a change to its sign code in the future.

Councilmember Holmes indicated that applications for the vacant City Council seat were due by Tuesday, December 15, 2015. She noted that interviews will be held on January 11th and January 13th.

Councilmember Holmes stated that she will be missing the December 21st work session.

Councilmember Holden reported that she attended the ribbon cutting ceremony for Olive Me Chiropractic. At this event, she learned that the City was a member of the Twin Cities North Chamber of Commerce. She encouraged the chamber president to come and speak to the City Council.

Councilmember Holden requested that the Council discuss the creation of a Wellness Committee at an upcoming work session.

Councilmember Holden asked if staff had an update on the City Administrator position.

Mayor Grant stated that he would speak to this topic. He indicated that the City has finished vetting the candidates and that the Council will need to determine if it wanted to offer the position to one of the candidates or pursue an Interim City Administrator. He recommended that the Council discuss this matter in the near future at a special City Council meeting. He requested that staff set up a meeting on December 28th.

Mayor Grant encouraged residents to apply for the open City Council position and noted that applications were available online and that applications had to be delivered to City Hall by December 15th. He understood that the City had three applicants at this time.

Mayor Grant commented that he recently traveled over the new County Road F bridge. He was pleased by how the trail was completed and believed that the safety railings would greatly benefit the students traveling to Mounds View High School.

Mayor Grant discussed an upcoming luncheon where the Employee of the Year would be recognized.

Mayor Grant reported that there would be a ribbon cutting ceremony for the Army National Guard at 1536 Ben Franklin Street to commemorate the new training and community center on Friday, January 8, 2016, from 10:00 a.m. to 11:00 a.m.

Councilmember Holden asked why residents were no longer able to recycle plastic bags.

City Planner Streff explained that the plastic bags are getting tangled up in the equipment at the Materials Recovery Facility (MRF), and for this reason, the hauler has requested that plastic bags no longer be placed in recycling carts.

Community Development Director Hutmacher encouraged homeowners to not put their recyclables in a plastic bag and then toss the entire bag into the recycling cart. She stated that many times, these bags are tossed into the garbage because employees at the plant do not have the

time to untie and sort these items. Rather, residents are encouraged to place their recyclables directly into their recycling cart.

City Planner Streff clarified that it is acceptable to place brown paper bags in recycling bins, but not tied plastic bags.

Community Development Director Hutmacher commented that staff will be drafting a newsletter article addressing the do's and don'ts of recycling in order to keep the public informed on the City's new system in hopes of reducing the overall recycling expense to the City.

ADJOURN

MOTION: Mayor Grant moved and Councilmember Holmes seconded a motion to adjourn. The motion carried unanimously (4-0).

Mayor Grant adjourned the regular City Council meeting at 8:49 p.m.

Amy Dietl
City Clerk

David Grant
Mayor



DRAFT

Approved: January 11, 2016

**CITY OF ARDEN HILLS, MINNESOTA
SPECIAL CITY COUNCIL WORK SESSION
DECEMBER 28, 2015
6:00 PM - ARDEN HILLS CITY HALL**

CALL TO ORDER/ROLL CALL

Pursuant to due call and notice thereof, Mayor David Grant called to order the special City Council work session at 6:10 p.m.

Present: Mayor David Grant; Councilmembers Brenda Holden and Fran Holmes

Absent: Councilmember Dave McClung

Also present: Interim City Administrator and Director of Finance and Administrative Services Sue Iverson

1. APPROVAL OF AGENDA

The Council accepted the agenda as presented.

2. AGENDA ITEMS

A. Discussion with Recruitment Firm Regarding City Administrator Applicants

Continued discussion on City Administrator hiring.

ADJOURN

Mayor Grant adjourned the special City Council work session at 6:45 p.m.

Sue Iverson
Interim City Administrator

David Grant
Mayor



DATE: January 11, 2016
TO: Honorable Mayor and City Council Members
FROM: Sue Iverson, Acting City Administrator/Director of Finance and Admin Services,
 Dave Perrault, Finance Analyst
SUBJECT: Claims & Payroll

Requested Action:

- 1. Motion to Approve Consent Agenda Item – Claims and Payroll

Supporting Documents:

<u>Payroll</u>	
2015 Payroll #27	\$ 72,415.94
Total Payroll	\$ 72,415.94

Accounts Payable Claims Through 1/09/2015

Paid Claims (Check No 45368-Check No 45370)	\$ 1,725.59
Paid Claims (Check No 45371-Check No 45378)	\$ 14,169.20
Total Accounts Payable	\$ 15,894.79
Total Claims	\$ 88,310.73

CITY OF ARDEN HILLS

PAYROLL # 27

CHECKS DATED: 12/30/15

Biweekly:

EMPLOYEE DEDUCTIONS	AMT.	CITY BENEFIT	Payment Method
FIT	6,607.72		EFT
SIT	2,706.75		EFT
FICA Oasdi	3,876.16	3,876.16	EFT
FICA Medicare	906.54	906.54	EFT
TOTAL TAXES	14,097.17	4,782.70	
Health Premium	0.00	0.00	A/P Check*
Dental Premium		0.00	A/P Check*
FSA Health Care Reimb.	0.00		A/P Check*
FSA Dependent Care Reimb.	0.00		A/P Check*
TOTAL FLEXIBLE SPENDING	0.00	0.00	
HSA Health Saving	0.00	0.00	
Health Care Savings Plan			EFT
Health Care Savings Plan-2%	257.81		EFT
Health Care Savings Plan-4%	170.95		EFT
TOTAL HEALTH SAVINGS	428.76	0.00	
PERA	4,061.46	4,686.30	EFT
ICMA	1,506.05	0.00	EFT
Central Pension Fund-Union	0.00		A/P Check*
MN State Retirement System	570.53		EFT
TOTAL RETIREMENT	6,138.04	4,686.30	
IUOE 49 Dues (Union)	0.00		A/P Check*
LTD/STD Insurance	0.00		A/P Check*
PERA Life Insurance	0.00		A/P Check*
Life/Addl/Dep Life	0.00	0.00	A/P Check*
Public Employee Long Term Care	0.00		A/P Check*
UNUM	0.00		A/P Check*
AFLAC	0.00		EFT
Avesis-Vision Care	0.00		A/P Check*
TOTAL VOLUNTARY	0.00	0.00	
Total Employee Deductions	20,663.97		
Net Payroll	0.00		
Direct Deposit	41,668.57		EFT
Gross Payroll Tie-Out	62,946.94		
STD/LTD Gross - Up	0.00		
Plus City Paid Benefit	9,469.00		
ICMA Benefit Held	0.00		
TOTAL PAYROLL COST	72,415.94		
FICA TIE-OUT			
Gross Payroll	62,946.94		
Less Total FSA	0.00		
Plus Employer Match ICMA	0.00		
Plus ICMA Benefit Held	0.00		
Net P/R Subject to FICA	62,946.94		
FICA Oasdi @ 6.20%	3,876.16		
FICA Medicare @ 1.45%	906.54		

Note: Federal and State Payroll Tax obligations are satisfied by means of utilizing the "Taxtel" Electronic Tax Deposit Service. Transfers are typically made two business days after the payroll date.

* A/P Checks can be found on the *ACCOUNTS PAYABLE Check Approval* report. Checks may be paid this week or the following week.

Accounts Payable

Checks by Date - Summary by Check Date

User: dave.perrault
 Printed: 1/8/2016 6:16 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	0387	ICMA Retirement Trust- #302482	12/31/2015	1,506.05
45368	0131	Beisswenger's How-To Store	12/31/2015	54.20
45369	5548	Finance & Commerce, Inc.	12/31/2015	139.00
45370	0176	Frattallone's Hardware, Inc.	12/31/2015	26.34
Total for 12/31/2015:				1,725.59
ACH	0285	Xcel Energy	01/07/2016	862.20
ACH	0292	Oxygen Service Company, Inc.	01/07/2016	43.21
ACH	0602	US BANK	01/07/2016	3,777.37
ACH	0750	Verizon Wireless	01/07/2016	1,708.11
ACH	1001	Sprint/Nextel Communications	01/07/2016	169.06
ACH	3117	Jill Hutmacher	01/07/2016	84.16
ACH	5585	Amy Dietl	01/07/2016	11.50
ACH	6077	CIVICPLUS	01/07/2016	150.00
ACH	ALPI	Allegra Print & Imaging	01/07/2016	1,582.94
45371	0600	315800-NCPERS Minnesota	01/07/2016	64.00
45372	CPF1	Central Pension Fund	01/07/2016	1,228.00
45373	0841	Ehlers & Associates, Inc.	01/07/2016	3,412.50
45374	4470	GLTC Premium Payments	01/07/2016	187.44
45375	UB*00153	Derek & Molly Johnsen	01/07/2016	3.89
45376	1706	M-R Sign Co., Inc	01/07/2016	82.40
45377	UB*00152	Steve Melena	01/07/2016	49.42
45378	8032	Pace Analytical Field Svc	01/07/2016	753.00
Total for 1/7/2016:				14,169.20
Report Total (21 checks):				15,894.79



DATE: January 11, 2016

TO: Honorable Mayor and City Councilmembers
Sue Iverson, Acting City Administrator

FROM: Amy Dietl, City Clerk

SUBJECT: Resolution 2016-001 Relating to the Organization of the City of Arden Hills

Background

Per State law, the organization of the City of Arden Hills is re-established yearly. The City is required to designate official depositories, the official newspaper, statutory authority, and appointments.

Council Action Requested

Motion to approve Resolution 2016-001, a resolution relating to the organization of the City of Arden Hills.

Attachment

Attachment A: Resolution 2016-001



**CITY OF ARDEN HILLS
COUNTY OF RAMSEY
STATE OF MINNESOTA**

RESOLUTION No. 2016-001

Resolution Relating to the Organization of the City of Arden Hills

BE IT RESOLVED by the City of Arden Hills, Ramsey County, Minnesota (City) as follows:

Section 1. **Official Depository.** Pursuant to Minnesota Statutes, Chapter 118A.02, Subdivision 1, the City Council designates the following financial institutions as official depositories for municipal funds:

- a) US Bank
- b) Affinity Plus Federal Credit Union
- c) Wells Fargo Bank, N.A.

Investment Brokers:

- a) RBC Wealth Management
- b) Minnesota Municipal Money Market Fund (4M Liquid Asset and 4M PLUS Funds)
- c) Wells Fargo Securities, LLC
- d) Wells Fargo Advisors, LLC
- e) Morgan Stanley Smith Barney, LLC

Section 2. **Official Newspaper.** Pursuant to Minnesota Statutes, Section 412.831, the City Council designates the following newspaper as official newspaper of the City:

- a) Shoreview-Arden Hills Bulletin

The Mayor and Clerk are authorized and directed to enter into agreements with the official newspapers for the publication of items required by law to be published.

Section 3. **Mayor Pro-Tem.** Pursuant to Minnesota Statutes, Section 412.121, Council Member Brenda Holden is appointed Mayor Pro-Tem and is to perform the duties of the Mayor during the absence or disqualification of the Mayor or in the case of a vacancy in the office of the Mayor.

Section 4. **Officers: Employees: Appointment.** The following persons are appointed to the offices indicated.

Interim City Administrator	Susan Iverson
City Clerk	Amy Dietl
Director of Finance and Administrative Services/Treasurer:	Susan Iverson

Section 5. **Acting Officers; Deputies.** The following are appointed to the office indicated.

Acting Administrator:	Susan Iverson
Deputy Clerks	Susan Iverson, Julie Hanson
Deputy Treasurer:	Vacant

Section 6. **Liaisons.** The following are appointed liaisons as indicated.

Planning Commission

Council Liaison:	David Grant
Staff:	City Planner
Alternate:	Community Development Director

Parks, Trails and Recreation Committee

Council Liaison:	Fran Holmes
Staff:	Parks and Recreation Coordinator
Alternate:	Public Works Director

Communications Committee

Council Liaison:	New Councilmember once appointed
Staff:	City Clerk
Alternate:	Deputy Clerk

Financial Planning and Analysis Committee

Council Liaison:	Dave McClung
Staff:	Director of Finance and Administrative Services
Alternate:	Finance Analyst

Lake Johanna Fire Department Board of Directors

Council Liaison:	Dave McClung
Staff:	City Administrator
Alternate:	Director of Finance and Administrative Services

Economic Development Commission

Council Liaison:	Brenda Holden
Staff:	Community Development Director
Alternate:	Senior Planner

Personnel Committee

Council: David Grant
Council: Brenda Holden
Staff: City Administrator
Staff: Director of Finance and Administrative Services

Joint Development Authority Board

Council: David Grant
Council: Brenda Holden
Staff: City Administrator
Staff: Community Development Director

Ramsey County League

Council Liaison: New Councilmember once appointed
Alternates: David Grant, Dave McClung, Brenda Holden, and Fran Holmes

Karth Lake Improvement District

Staff: Public Works Director

Northeast Youth and Family Services

Representative: Miriam Ward
Staff: City Administrator

Cable Commission

Representative: Craig Wilson
Alternate: City Administrator

Section 7. **Regular Council Meetings.** The regular meeting of the City Council of Arden Hills is to be held on the second and last Monday of each month at 7:00 p.m. in the City Hall.

Section 8. **City Attorney.** The firm of Campbell Knutson, P.A. is appointed City Attorney with Joel Jamnik as primary City Attorney.

Section 9. **Financial Consultant.** The firm Ehlers & Associates, Inc. is appointed financial consultant.

Section 10. **Engineer.** The Acting Public Works Director, John Anderson is appointed City Engineer.

Section 11. **Auditor.** The firm Malloy, Montague, Karnowski, Radosevich and Company (MMKR) is appointed City Auditor.

Section 12. **Insurance Consultant.** D.C. Fields is appointed insurance consultant with Mark Lenz as principal consultant.

Section 13. **Emergency Management Director.** Lance Ross with the firm Emergency Preparedness Resource Group, LLC is appointed Emergency Management Director.

Section 14. **Police.** Ramsey County is appointed as the City police and law enforcement agency.

Section 15. **Fire.** Lake Johanna Fire Department is appointed as the City Fire Safety Officer.

Section 16. **Fee Schedule.** The fee schedule for the year 2016 was adopted as Ordinance number 2015-012.

Section 17. **Animal Control.** Ramsey County is appointed as the City animal control officer.

Section 18. **Elections.** Ramsey County is appointed to administer Elections.

Adopted this 11th day of January 2016.

David Grant, Mayor

ATTEST:

Amy Dietl, City Clerk



DATE: January 11, 2016

TO: Honorable Mayor and City Councilmembers
Sue Iverson, Acting City Administrator

FROM: Amy Dietl, City Clerk

SUBJECT: Adoption of Resolution 2016-002 - Commission and Committee Appointments

Background

The following is a list of the commission/committee members whose terms expired December 31, 2015, and all are seeking reappointment.

Planning Commission

Brent Bartel, Clayton Zimmerman, and Andy Holewa are current Planning Commission members. Their terms expired December 31, 2015, and all have requested reappointment. It should be noted that Andy Holewa asked to serve as the Commission's Alternate, which is currently a vacant seat.

Parks, Trails and Recreation Committee

John Van Valkenburg's term expired December 31, 2015, and he is seeking reappointment.

Financial Planning and Analysis Committee

Katharine Peter's term expired December 31, 2015, and she has requested reappointment.

Requested Action

Motion to approve Resolution 2016-002 relating to commission and committee appointments.

Attachment

Attachment A: Resolution 2016-002



**CITY OF ARDEN HILLS
COUNTY OF RAMSEY
STATE OF MINNESOTA**

RESOLUTION No. 2016-002

**Resolution Relating to the Appointments to the
Commissions and Committees of the City**

WHEREAS, the City Council annually appoints residents to serve in an advisory capacity to the City Council regarding planning and zoning issues on the Planning Commission;

WHEREAS, the City Council annually appoints members to serve in an advisory capacity to the City Council regarding parks, trails and recreation issues on the Parks, Trails, and Recreation Committee;

WHEREAS, the City Council annually appoints residents to serve in an advisory capacity to the City Council regarding communications and newsletters on the Communications Committee;

WHEREAS, the City Council annually appoints residents to serve in an advisory capacity to the City Council regarding the development and redevelopment in the City of Arden Hills on the Economic Development Commission;

WHEREAS, the City Council annually appoints residents to serve in an advisory capacity to the City Council regarding City financial planning on the Financial Planning and Analysis Committee;

WHEREAS, the City Council bi-annually appoints a resident to serve in an advisory capacity to the City Council regarding redevelopment of TCAAP on the Joint Development Authority;

THEREFORE, BE IT RESOLVED The Arden Hills City Council appoints or reappoints the following people to serve on the following commissions and committees with terms ending as noted by the name:

Section 1: Planning Commission:

- A. Brent Bartel – December 31, 2018
- B. Clayton Zimmerman – December 31, 2018
- C. Andy Holewa (Alternate) – December 31, 2018

Section 2: Parks, Trails, and Recreation Committee:

- A. John Van Valkenburg – December 31, 2018

Section 3: Financial Planning and Analysis Committee

- A. Katharine Peters – December 31, 2018

Adopted this 11th day of January 2016.

David Grant, Mayor

ATTEST:

Amy Dietl, City Clerk



DATE: January 11, 2016

TO: Honorable Mayor and City Council

FROM: Sue Iverson, Interim City Administrator
Director of Finance and Administrative Services

SUBJECT: Appointment of Customer Support Representative

Background

At the December 14, 2015, City Council Meeting, the City Council accepted the resignation of Pam Sweeney, Customer Support Representative who retired after 16 plus years of service to the City of Arden Hills. Council authorized staff to advertise for the vacancy.

Discussion

In total, the City received 88 applications for the Customer Service Specialist position. The Director of Finance and Administrative Services and the City Clerk interviewed seven of those applicants. The top candidate is Jolene Trauba. The Personnel Committee met on January 4, 2016, and reviewed the applicant's materials and recommends appointing Jolene Trauba to the position of Customer Support Representative. Jolene's application was sent to the City Council under separate cover.

A criminal background check has been submitted and received from the Ramsey County Sheriff's Office.

Recommendation

1. The Personnel Committee recommends appointing Jolene Trauba to the position of Customer Support Representative for the City of Arden Hills at Pay Grade 7, Step 1, contingent upon satisfactory reference checks.



ARDEN HILLS
MEMORANDUM

DATE: January 11, 2016

TO: Honorable Mayor and City Councilmembers
Susan Iverson, Acting City Administrator

FROM: John Anderson, Acting Public Works Director

SUBJECT: Mounds View High School Trail - Pay Estimate No. 1

Requested Action

Approve payment of invoice to the City of New Brighton in the amount of \$513,577.62 for the Mounds View High School Trail

Background

The City Council Approved a Joint Powers Agreement (JPA) with the City of New Brighton on May 11, 2015, for a contract with Bituminous Roadways to construct the trail from the easterly bridge terminus to the west driveway to Mounds View High School.

Discussion

This first pay request includes work through the end of 2015. Two percent is being withheld from the work completed according to the contract documents. The payment includes 5% for engineering as specified in the JPA. The amount due to the City of New Brighton for this pay estimate is \$513,577.62. Final payment is expected to be made sometime in early 2016 once the balance of the New Brighton project is completed and closed out.

Financial Implications

The project is funded by Municipal State aid funds and funds from Mounds View High School.

Attachments

Attachment A: New Brighton Invoice 1/5/16

Attachment A



City of New Brighton
803 Old Highway 8 Ave. NW
New Brighton, MN 55112

Invoice

Date: January 5, 2016
City Contact: Craig Schlichting,
Director of Community Assets & Development
Phone: (651) 638-2056

Bill To: Arden Hills
Attn: John Anderson
City of Arden Hills
1245 West Highway 96
Arden Hills, MN 55112-5743

RE: **Cost Share of JPA City of New Brighton, City of Arden Hills, and Ramsey County**
County Road F/10th Street NW Street Rehabilitation and
Mounds View High School Trail
City of New Brighton Project 15-1, SAP's 147-020-041, 147-020-040, 147-121-005
City of Arden Hills SAP 187-108-002
Ramsey County SAP's 62-619-033, 062-677-028

Date	Description	Amount
9/9/2010	Arden Hills Cost Share for New Brighton City Project 15-1 (Schedule G)	\$499,103.62
	Contract includes 2% retainage	<u>(\$9,982.07)</u>
	2015 Construction Total (minus retainage)	\$489,121.55
	Engineering (5%)	<u>\$24,456.08</u>
	Arden Hills Partial Payment 1	\$513,577.62

TOTAL INVOICE **\$513,577.62**

Please include a copy of this invoice with your payment to:

City of New Brighton
803 Old Hwy 8 NW
New Brighton MN 55112

Payment is due within 30 days of receipt

Finance Coding: Fund 438-41501

PARTIAL PAYMENT 6

DATE: DECEMBER 21, 2015

Contract: CP 15-1 (INCLUDES 147-020-040, 147-020-041, 147-121-004, 147-109-002, 147-110-011)
 SAP 187-108-002
 062-612-025 AND 062-677-028

Owner: CITY OF NEW BRIGHTON, CITY OF ARDEN HILLS, RAMSEY COUNTY

Project: NEW BRIGHTON PROJECT CP 15-1 2015 STREET REHABILITATION
 SAP 187-108-002 MOUNDS VIEW HIGH SCHOOL TRAIL
 062-612-025 - 10th Street west of Old Highway 8 & 062-677-028 - Old Highway 8 (RAMSEY COUNTY)

CONTRACTOR: Bituminous Roadways
 1520 Commerce Drive
 Mendota Heights, MN 55120
 PHONE: (651) 686-7001

Schedule: A
 Description: STREET IMPROVEMENTS

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	CONTRACT BID		PAYMENT		
					Unit Price	Amount	Quantity this Payment	Quantity	Cost
1	2021.501	MOBILIZATION	LUMP SUM	1	\$ 78,583.00	\$ 78,583.00		1.0	\$ 78,583.00
2	2101.501	CLEARING	ACRE	0.1	\$ 15,790.00	\$ 1,579.00		0.1	\$ 1,579.00
3	2101.502	CLEARING	TREE	51	\$ 132.00	\$ 6,732.00		57	\$ 7,524.00
4	2101.506	GRUBBING	ACRE	0.1	\$ 15,790.00	\$ 1,579.00		0.1	\$ 1,579.00
5	2101.507	GRUBBING	TREE	53	\$ 95.00	\$ 5,035.00		55	\$ 5,225.00
6	2102.502	PAVEMENT MARKING REMOVAL	LIN FT	2875	\$ 1.10	\$ 3,162.50		3189	\$ 3,507.90
7	2104.501	REMOVE CURB & GUTTER	LIN FT	3355	\$ 6.10	\$ 20,465.50	14.5	3879.5	\$ 23,664.95
8	2104.501	REMOVE RETAINING WALL	LIN FT	276	\$ 40.00	\$ 11,040.00		276	\$ 11,040.00
9	2104.501	REMOVE FENCE	LIN FT	300	\$ 6.30	\$ 1,890.00		300	\$ 1,890.00
10	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	1965	\$ 19.00	\$ 37,335.00	108	1627	\$ 30,913.00
11	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	20125	\$ 8.30	\$ 167,037.50		20425	\$ 169,527.50
12	2104.509	REMOVE BOLLARDS	EACH	1	\$ 368.00	\$ 368.00		1	\$ 368.00
13	2104.509	REMOVE SIGN TYPE C	EACH	11	\$ 37.00	\$ 407.00		11	\$ 407.00
14	2104.509	REMOVE SIGNAL SYSTEM	EACH	1	\$ 6,316.00	\$ 6,316.00		1	\$ 6,316.00
15	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	265	\$ 3.70	\$ 980.50	33	250	\$ 925.00
16	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	1910	\$ 2.60	\$ 4,966.00	229	2229	\$ 5,795.40
17	2104.521	SALVAGE CHAIN LINK FENCE	LIN FT	88	\$ 11.50	\$ 1,012.00			\$ -
18	2104.521	SALVAGE WOODEN FENCE	LIN FT	60	\$ 17.00	\$ 1,020.00		8	\$ 136.00
19	2104.523	SALVAGE SIGN TYPE C	EACH	21	\$ 37.00	\$ 777.00	2	20	\$ 740.00
20	2104.523	SALVAGE BENCH	EACH	1	\$ 263.00	\$ 263.00		1	\$ 263.00
21	2104.618	REMOVE BRICK PAVERS	SQ FT	4500	\$ 1.90	\$ 8,550.00		4500	\$ 8,550.00
22	2105.501	COMMON EXCAVATION (P)	CU YD	525	\$ 21.00	\$ 11,025.00	-10	1125.77	\$ 23,641.17
23	2105.505	MUCK EXCAVATION	CU YD	122	\$ 47.00	\$ 5,734.00		122	\$ 5,734.00
24	2105.507	SUBGRADE EXCAVATION	CU YD	100	\$ 37.00	\$ 3,700.00			\$ -
25	2105.522	SELECT GRANULAR BORROW (CV) (P)	CU YD	1029	\$ 32.50	\$ 33,442.50			\$ -
26	2105.523	COMMON BORROW (CV)	CU YD	290	\$ 14.50	\$ 4,205.00		290	\$ 4,205.00
27	2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	6300	\$ 1.40	\$ 8,820.00			\$ -
28	2105.607	REMOVE PEAT MATERIAL	CU YD	2700	\$ 23.00	\$ 62,100.00		1011	\$ 23,253.00
29	2112.604	SUBGRADE PREPARATION	SQ YD	20550	\$ 0.55	\$ 11,302.50		20550	\$ 11,302.50
30	2211.501	AGGREGATE BASE CLASS 5	TON	9975	\$ 10.50	\$ 104,737.50		5097.48	\$ 53,523.54
31	2232.501	MILL BITUMINOUS SURFACE (2")	SQ YD	800	\$ 3.40	\$ 2,720.00		906.00	\$ 3,080.40
32	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	TON	4350	\$ 71.50	\$ 311,025.00		4202.22	\$ 300,458.73
33	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C) (DRIVEWAY MIX)	TON	50	\$ 221.00	\$ 11,050.00		110.66	\$ 24,455.86
34	2360.502	TYPE SP 12.5 NON WEAR COURSE MIXTURE (3,B)	TON	2697	\$ 52.00	\$ 140,244.00		2619.93	\$ 136,236.36
35	2411.604	MODULAR BLOCK RETAINING WALL	SQ YD	255	\$ 539.00	\$ 137,445.00	12	276	\$ 148,764.00
36	2505.602	ADJUST GAS VALVE	EACH	2	\$ 233.00	\$ 466.00		2	\$ 466.00

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	CONTRACT BID		PAYMENT		
					Unit Price	Amount	Quantity this Payment	Quantity	Cost
37	2506.602	ADJUST FRAME & RING CASTING (UTILITY)	EACH	1	\$ 516.00	\$ 516.00			\$ -
38	2521.501	4" CONCRETE WALK	SQ FT	26755	\$ 4.80	\$ 128,424.00		18865	\$ 90,552.00
39	2521.501	6" CONCRETE WALK	SQ FT	2185	\$ 9.00	\$ 19,665.00		1435	\$ 12,915.00
40	2521.618	4" CONCRETE WALK SPECIAL (ADDL. WORK)	SQ FT	5665	\$ 15.50	\$ 87,807.50		5830	\$ 90,365.00
41	2521.618	6" CONCRETE WALK SPECIAL (ADDL. WORK)	SQ FT	700	\$ 19.50	\$ 13,650.00		540	\$ 10,530.00
42	2531.501	CONCRETE CURB & GUTTER DESIGN B612	LIN FT	265	\$ 23.50	\$ 6,227.50		912	\$ 21,432.00
43	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	1205	\$ 27.50	\$ 33,137.50	3	1578	\$ 43,395.00
44	2531.501	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	2175	\$ 21.50	\$ 46,762.50	-2	3394	\$ 72,971.00
45	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	390	\$ 63.00	\$ 24,570.00		402.51	\$ 25,358.13
46	2531.602	CONCRETE FOOTING FOR PYLON	EACH	4	\$ 1,188.00	\$ 4,752.00		4	\$ 4,752.00
47	2531.603	CONCRETE CURB & GUTTER DESIGN B612 OUTFALL	LIN FT	250	\$ 23.50	\$ 5,875.00		245	\$ 5,757.50
48	2531.603	CONCRETE CURB & GUTTER DESIGN B612 OUTFALL - MOD NOTCH	LIN FT	750	\$ 23.50	\$ 17,625.00		763	\$ 17,930.50
49	2531.604	7" CONCRETE VALLEY GUTTER	SQ YD	25	\$ 87.00	\$ 2,175.00			\$ -
50	2531.618	TRUNCATED DOMES	SQ FT	146	\$ 42.00	\$ 6,132.00		252	\$ 10,584.00
51	2540.602	INSTALL BENCH	EACH	1	\$ 526.00	\$ 526.00	1	1	\$ 526.00
52	2557.603	INSTALL CHAIN LINK FENCE	LIN FT	88	\$ 26.00	\$ 2,288.00			\$ -
53	2557.603	INSTALL WOODEN FENCE	LIN FT	60	\$ 55.00	\$ 3,300.00		8	\$ 440.00
54	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$ 28,800.00	\$ 28,800.00		1.00	\$ 28,800.00
55	2564.531	SIGN PANELS TYPE C	SQ FT	87	\$ 42.00	\$ 3,654.00	35.75	91.75	\$ 3,853.50
56	2564.537	INSTALL SIGN TYPE C	EACH	21	\$ 132.00	\$ 2,772.00	4	15	\$ 1,980.00
57	2565.511	TRAFFIC CONTROL SIGNAL SYSTEM	SIG SYS	1	\$ 291,594.00	\$ 291,594.00	-0.03	0.97	\$ 282,846.18
58	2565.601	EMERGENCY VEHICLE PREEMPTION SYSTEM	LUMP SUM	1	\$ 6,316.00	\$ 6,316.00		1	\$ 6,316.00
59	2565.601	TRAFFIC CONTROL INTERCONNECTION	LUMP SUM	1	\$ 6,316.00	\$ 6,316.00		1	\$ 6,316.00
60	2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM	SYSTEM	1	\$ 22,738.00	\$ 22,738.00	0.05	0.95	\$ 21,601.10
61	2572.505	PRUNE TREES	HOURL	10	\$ 316.00	\$ 3,160.00		2	\$ 632.00
62	2573.502	SILT FENCE, TYPE MS	LIN FT	580	\$ 2.60	\$ 1,508.00			\$ -
63	2573.505	FLOTATION SILT CURTAIN TYPE STILL WATER	LIN FT	75	\$ 17.50	\$ 1,312.50			\$ -
64	2573.530	STORM DRAIN INLET PROTECTION	EACH	54	\$ 158.00	\$ 8,532.00		54	\$ 8,532.00
65	2573.533	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	40	\$ 3.20	\$ 128.00		300	\$ 960.00
66	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	\$ 1,000.00	\$ 1,000.00		1	\$ 1,000.00
67	2573.602	ROCK DITCH CHECK	EACH	3	\$ 158.00	\$ 474.00			\$ -
68	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	800	\$ 3.70	\$ 2,960.00		1295	\$ 4,791.50
69	2575.570	RAPID STABILIZATION METHOD 2	ACRE	0.25	\$ 842.00	\$ 210.50			\$ -
70	2575.604	HYDROSEEDING, MULCH, FERTILIZER, 4" TOPSOIL AND SEED MIXTURE 25-151	SQ YD	4675	\$ 6.20	\$ 28,985.00		5463	\$ 33,870.60
71	2575.604	SODDING TYPE LAWN WITH 4" TOPSOIL	SQ YD	950	\$ 13.00	\$ 12,350.00		725	\$ 9,425.00
72	2582.502	4" SOLID LINE WHITE-EPOXY	LIN FT	6040	\$ 0.45	\$ 2,718.00		6088	\$ 2,739.60
73	2582.502	8" SOLID LINE WHITE-EPOXY	LIN FT	295	\$ 1.10	\$ 324.50			\$ -
74	2582.502	12" SOLID LINE WHITE-EPOXY	LIN FT	50	\$ 6.80	\$ 340.00		32	\$ 217.60
75	2582.502	4" BROKEN LINE WHITE-EPOXY	LIN FT	160	\$ 0.45	\$ 72.00		160	\$ 72.00
76	2582.502	8" DOTTED LINE WHITE-EPOXY	LIN FT	168	\$ 2.10	\$ 352.80		177	\$ 371.70
77	2582.502	4" SOLID LINE YELLOW-EPOXY	LIN FT	1200	\$ 0.45	\$ 540.00		5189	\$ 2,335.05
78	2582.502	4" DOUBLE SOLID LINE YELLOW-EPOXY	LIN FT	3405	\$ 0.95	\$ 3,234.75		1082	\$ 1,027.90
79	2582.603	PAVEMENT MARKING SPECIAL	LIN FT	60	\$ 27.50	\$ 1,650.00		21	\$ 577.50
80	2582.618	PAVEMENT MARKING SPECIAL	SQ FT	1628	\$ 20.50	\$ 33,374.00		1119	\$ 22,939.50
81	2105.521	GRANULAR BORROW (CV) 0.63 x PEAT REMOVAL	CU YD	2700	\$ 26.50	\$ 71,550.00		919	\$ 24,353.50
Schedule A Subtotal:						\$ 2,147,513.55			\$ 1,966,720.67

Schedule: B									
Description: STORM SEWER IMPROVEMENTS									
Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	CONTRACT BID		PAYMENT		
					Unit Price	Amount	Quantity this Payment	Quantity	Cost
1	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	233	\$ 27.50	\$ 6,407.50		291	\$ 8,002.50
2	2104.509	REMOVE MANHOLE OR CATCH BASIN	EACH	15	\$ 1,315.00	\$ 19,725.00		17	\$ 22,355.00
3	2104.523	SALVAGE CASTING	EACH	3	\$ 89.00	\$ 267.00	3	11	\$ 979.00
4	2104.602	REMOVE CATCH BASIN TOP AND CASTING	EACH	5	\$ 164.00	\$ 820.00		4	\$ 656.00
5	2105.501	COMMON EXCAVATION (P)	CU YD	300	\$ 16.50	\$ 4,950.00	55	355	\$ 5,857.50
6	2501.515	15" RC PIPE APRON	EACH	1	\$ 931.00	\$ 931.00		1	\$ 931.00
7	2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	715	\$ 71.00	\$ 50,765.00		677	\$ 48,067.00
8	2503.541	18" RC PIPE SEWER DES 3006 CL III	LIN FT	89	\$ 104.00	\$ 9,256.00	11	100	\$ 10,400.00
9	2503.541	24" RC PIPE SEWER DES 3006 CL III	LIN FT	31	\$ 137.00	\$ 4,247.00		31	\$ 4,247.00
10	2503.602	CONSTRUCT BULKHEAD	EACH	2	\$ 822.00	\$ 1,644.00		4	\$ 3,288.00
11	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	41	\$ 1,315.00	\$ 53,915.00		13	\$ 17,095.00
12	2503.602	CONNNECT TO EXISTING MANHOLES	EACH	4	\$ 1,315.00	\$ 5,260.00		5	\$ 6,575.00
13	2506.501	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	140.33	\$ 449.00	\$ 63,008.17		92.14	\$ 41,370.86
14	2506.501	CONST DRAINAGE STRUCTURE DES 60-4020	LIN FT	17.75	\$ 556.00	\$ 9,869.00		37.99	\$ 21,122.44
15	2506.501	CONST DRAINAGE STRUCTURE DES 84-4020	LIN FT	6.61	\$ 994.00	\$ 6,570.34		6.61	\$ 6,570.34
16	2506.516	CASTING ASSEMBLY	EACH	42	\$ 679.00	\$ 28,518.00		37	\$ 25,123.00
17	2506.521	INSTALL CASTING	EACH	3	\$ 301.00	\$ 903.00	5	11	\$ 3,311.00
18	2506.522	ADJUST FRAME & RING CASTING	EACH	2	\$ 516.00	\$ 1,032.00		2	\$ 1,032.00
19	2506.602	EXTERNAL SEALING SYSTEM FOR CASTING & RINGS (INFI-SHIELD)	EACH	14	\$ 495.00	\$ 6,930.00	2	20	\$ 9,900.00
20	2506.602	F&I CASTING AND MANHOLE TOP	EACH	5	\$ 1,315.00	\$ 6,575.00		4	\$ 5,260.00
21	2506.602	FLEX SEAL STORM SEWER STRUCTURE	EACH	39	\$ 493.00	\$ 19,227.00			\$ -
22	2506.603	CONST DRAINAGE STRUCTURE 2' X 3' CATCH BASIN	LIN FT	49.02	\$ 320.00	\$ 15,686.40		34.63	\$ 11,081.60
23	2511.501	RANDOM RIPRAP CLASS III	CU YD	4.8	\$ 164.00	\$ 787.20		5	\$ 820.00
24	2511.502	RANDOM RIPRAP CLASS II	TON	100	\$ 137.00	\$ 13,700.00			\$ -
25	2511.515	GEOTEXTILE FILTER TYPE IV	SQ YD	20.8	\$ 5.50	\$ 114.40		10	\$ 55.00
Schedule B Subtotal:						\$ 331,108.01			\$ 254,099.24

Schedule: C									
Description: WATERMAIN IMPROVEMENTS									
Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	CONTRACT BID		PAYMENT		
					Unit Price	Amount	Quantity this Payment	Quantity	Cost
1	2104.501	REMOVE WATER MAIN	LIN FT	106	\$ 27.50	\$ 2,915.00		115	\$ 3,162.50
2	2104.501	REMOVE WATER SERVICE PIPE	LIN FT	91	\$ 27.50	\$ 2,502.50		108	\$ 2,970.00
3	2104.509	REMOVE GATE VALVE	EACH	5	\$ 822.00	\$ 4,110.00		5	\$ 4,110.00
4	2104.509	REMOVE HYDRANT	EACH	5	\$ 1,973.00	\$ 9,865.00		5	\$ 9,865.00
5	2104.602	REMOVE GATE VALVE AND SLEEVE	EACH	2	\$ 1,315.00	\$ 2,630.00		3	\$ 3,945.00
6	2503.608	DUCTILE IRON FITTINGS	POUND	68	\$ 7.70	\$ 523.60		712	\$ 5,482.40
7	2504.602	INSTALL CURB BOX COVER	EACH	1	\$ 164.00	\$ 164.00			\$ -
8	2504.602	WATERMAIN OFFSET	EACH	1	\$ 6,027.00	\$ 6,027.00			\$ -
9	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	11	\$ 1,315.00	\$ 14,465.00		12	\$ 15,780.00
10	2504.602	HYDRANT	EACH	5	\$ 4,603.00	\$ 23,015.00		5	\$ 23,015.00
11	2504.602	ADJUST GATE VALVE	EACH	5	\$ 233.00	\$ 1,165.00	2	13	\$ 3,029.00
12	2504.602	6" GATE VALVE & BOX	EACH	10	\$ 2,740.00	\$ 27,400.00		9	\$ 24,660.00
13	2504.603	EXPOSE AND INSULATE WATER SERVICE	LIN FT	96	\$ 66.00	\$ 6,336.00		104	\$ 6,864.00
14	2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	127	\$ 137.00	\$ 17,399.00		119	\$ 16,303.00
Schedule C Subtotal:						\$ 118,517.10			\$ 119,185.90
Schedule: D									
Description: SANITARY SEWER IMPROVEMENTS									
Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	CONTRACT BID		PAYMENT		
					Unit Price	Amount	Quantity this Payment	Quantity	Cost
1	2104.501	REMOVE SEWER PIPE (SANITARY)	LIN FT	480	\$ 27.50	\$ 13,200.00		489	\$ 13,447.50
2	2104.523	SALVAGE CASTING	EACH	18	\$ 89.00	\$ 1,602.00		19	\$ 1,691.00
3	2451.607	PIPE BEDDING MATERIAL	CU YD	100	\$ 38.50	\$ 3,850.00		371	\$ 14,283.50
4	2503.511	8" PVC PIPE SEWER	LIN FT	165	\$ 71.00	\$ 11,715.00		177	\$ 12,567.00
5	2503.511	10" PVC PIPE SEWER	LIN FT	315	\$ 82.00	\$ 25,830.00		312	\$ 25,584.00
6	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	4	\$ 2,740.00	\$ 10,960.00		3	\$ 8,220.00
7	2506.521	INSTALL CASTING	EACH	18	\$ 301.00	\$ 5,418.00		17	\$ 5,117.00
8	2506.602	EXTERNAL SEALING SYSTEM FOR CASTING & RINGS (INFI-SHIELD)	EACH	18	\$ 384.00	\$ 6,912.00		19	\$ 7,296.00
Schedule D Subtotal:						\$ 79,487.00			\$ 88,206.00

Schedule: E									
Description: LANDSCAPE IMPROVEMENTS									
Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	CONTRACT BID		PAYMENT		
					Unit Price	Amount	Quantity this Payment	Quantity	Cost
1	2104.601	REMOVE FENCE AND SALVAGE LIMESTONE PYLONS	LUMP SUM	1	\$ 5,940.00	\$ 5,940.00		1	\$ 5,940.00
2	2104.603	SALVAGE PLANTER EDGING	LIN FT	30	\$ 5.30	\$ 159.00		30	\$ 159.00
3	2540.602	INSTALL LIMESTONE PYLON	EACH	4	\$ 6,564.00	\$ 26,256.00		4	\$ 26,256.00
4	2557.603	ORNAMENTAL FENCE DESIGN SPECIAL 1	LIN FT	43	\$ 183.00	\$ 7,869.00	29	29	\$ 5,307.00
5	2557.603	ORNAMENTAL FENCE DESIGN SPECIAL 2	LIN FT	284	\$ 165.00	\$ 46,860.00	310	310	\$ 51,150.00
6	2571.502	DECIDUOUS TREE 2.5" B&B	TREE	35	\$ 474.00	\$ 16,590.00	15	33	\$ 15,642.00
7	2571.503	ORNAMENTAL TREE 2" CAL B&B	TREE	3	\$ 416.00	\$ 1,248.00	1	4	\$ 1,664.00
8	2571.504	CONIFEROUS SHRUB 5' HT CONT	SHRUB	63	\$ 44.00	\$ 2,772.00		63	\$ 2,772.00
9	2571.507	PERENNIAL NO 1 CONT	PLANT	292	\$ 13.50	\$ 3,942.00		290	\$ 3,915.00
10	2571.507	ORNAMENTAL GRASS NO 1 CONT	PLANT	95	\$ 13.50	\$ 1,282.50		95	\$ 1,282.50
11	2571.507	ORNAMENTAL GRASS NO 2 CONT	PLANT	99	\$ 19.00	\$ 1,881.00		99	\$ 1,881.00
12	2574.508	FERTILIZER TYPE 1	POUND	12	\$ 3.20	\$ 38.40		12	\$ 38.40
13	2574.525	COMMON TOPSOIL BORROW	CU YD	710	\$ 34.50	\$ 24,495.00		212	\$ 7,314.00
14	2575.513	MULCH MATERIAL TYPE 6	CU YD	50	\$ 95.00	\$ 4,750.00	6	12	\$ 1,140.00
Schedule E Subtotal:					\$ 144,082.90		\$ 124,460.90		
Schedule: F									
Description: LIGHTING IMPROVEMENTS									
Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	CONTRACT BID		PAYMENT		
					Unit Price	Amount	Quantity this Payment	Quantity	Cost
1	2104.501	REMOVE UNDERGROUND WIRE	LIN FT	925	\$ 1.10	\$ 1,017.50		925	\$ 1,017.50
2	2104.509	REMOVE LUMINAIRE	EACH	29	\$ 126.00	\$ 3,654.00	29	29	\$ 3,654.00
3	2104.509	REMOVE LIGHT FOUNDATION	EACH	7	\$ 684.00	\$ 4,788.00		7	\$ 4,788.00
4	2104.523	SALVAGE LIGHT STANDARD	EACH	7	\$ 158.00	\$ 1,106.00		7	\$ 1,106.00
5	2545.511	LIGHTING UNIT TYPE SPECIAL	EACH	6	\$ 5,337.00	\$ 32,022.00	4	6	\$ 32,022.00
6	2545.511	LIGHTING UNIT TYPE SPECIAL 1	EACH	2	\$ 4,690.00	\$ 9,380.00		2	\$ 9,380.00
7	2545.511	LIGHTING UNIT TYPE SPECIAL 2	EACH	3	\$ 5,195.00	\$ 15,585.00	3	3	\$ 15,585.00
8	2545.513	LUMINAIRE TYPE SPECIAL	EACH	35	\$ 2,069.00	\$ 72,415.00	35	35	\$ 72,415.00
9	2545.515	LIGHT FOUNDATION DESIGN E MODIFIED	EACH	15	\$ 842.00	\$ 12,630.00	4	15	\$ 12,630.00
10	2545.523	2" NON-METALLIC CONDUIT	LIN FT	2100	\$ 5.30	\$ 11,130.00	-294	3012	\$ 15,963.60
11	2545.523	2" NON-METALLIC CONDUIT (DIRECTIONAL BORE)	LIN FT	175	\$ 16.00	\$ 2,800.00	35	210	\$ 3,360.00
12	2545.531	UNDERGROUND WIRE 1 COND NO 4	LIN FT	15750	\$ 1.50	\$ 23,625.00	13802	13802	\$ 20,703.00
13	2545.531	UNDERGROUND WIRE 1 COND NO 8	LIN FT	2625	\$ 1.10	\$ 2,887.50	2507	2507	\$ 2,757.70
14	2545.531	UNDERGROUND WIRE 1 COND NO 10	LIN FT	1875	\$ 0.80	\$ 1,500.00	1820	1820	\$ 1,456.00
15	2545.531	UNDERGROUND WIRE 1 COND NO 12	LIN FT	4475	\$ 0.65	\$ 2,908.75	915	915	\$ 594.75
16	2545.553	HANDHOLE	EACH	3	\$ 632.00	\$ 1,896.00		4	\$ 2,528.00
17	2545.602	INSTALL LIGHT STANDARD	EACH	7	\$ 211.00	\$ 1,477.00	3	7	\$ 1,477.00
18	2545.602	MODIFY FEED POINT	EACH	1	\$ 790.00	\$ 790.00		1	\$ 790.00
Schedule F Subtotal:					\$ 201,611.75		\$ 202,227.55		

Schedule: G									
Description: MOUNDS VIEW HIGH SCHOOL TRAIL IMPROVEMENTS									
Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	CONTRACT BID		PAYMENT		
					Unit Price	Amount	Quantity this Payment	Quantity	Cost
1	2021.501	MOBILIZATION	LUMP SUM	1	\$ 21,212.00	\$ 21,212.00		1.0	\$ 21,212.00
2	2101.511	CLEARING & GRUBBING	LUMP SUM	1	\$ 3,684.00	\$ 3,684.00		1	\$ 3,684.00
3	2104.501	REMOVE CONCRETE CURB AND GUTTER	LIN FT	80	\$ 5.40	\$ 432.00		130	\$ 702.00
4	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	670	\$ 16.50	\$ 11,055.00		336	\$ 5,544.00
5	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	25	\$ 5.20	\$ 130.00		17.3	\$ 89.96
6	2104.509	REMOVE SIGN TYPE C	EACH	5	\$ 37.00	\$ 185.00	5	10	\$ 370.00
7	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	20	\$ 3.70	\$ 74.00		15	\$ 55.50
8	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	710	\$ 2.60	\$ 1,846.00		546	\$ 1,419.60
9	2104.602	ABANDON MANHOLE	EACH	1	\$ 1,096.00	\$ 1,096.00		1	\$ 1,096.00
10	2104.602	REMOVE FLARED END SECTION	EACH	1	\$ 384.00	\$ 384.00		1	\$ 384.00
11	2105.501	COMMON EXCAVATION (P)	CU YD	223	\$ 16.50	\$ 3,679.50	-100	541	\$ 8,926.50
12	2105.522	SELECT GRANULAR BORROW (CV) (P)	CU YD	530	\$ 5.30	\$ 2,809.00		421	\$ 2,231.30
13	2105.523	COMMON BORROW (CV) (P)	CU YD	126	\$ 5.30	\$ 667.80		126	\$ 667.80
14	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	5	\$ 142.00	\$ 710.00		1	\$ 142.00
15	2211.503	AGGREGATE BASE (CV) CLASS 6	CU YD	80	\$ 23.50	\$ 1,880.00	-62.8	231.2	\$ 5,433.20
16	2232.501	MILL BITUMINOUS SURFACE (2.0")	SQ YD	2820	\$ 2.10	\$ 5,922.00		2850	\$ 5,985.00
17	2360.501	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	400	\$ 71.00	\$ 28,400.00		386.04	\$ 27,408.84
18	2411.604	MODULAR BLOCK RETAINING WALL (P)	SQ YD	391	\$ 547.00	\$ 213,877.00		391	\$ 213,877.00
19	2501.515	12" RC PIPE APRON	EACH	1	\$ 822.00	\$ 822.00		1	\$ 822.00
20	2502.541	4" PERF PE PIPE DRAIN	LIN FT	65	\$ 27.50	\$ 1,787.50		42	\$ 1,155.00
21	2502.602	VENTED CLEANOUT ASSEMBLY	EACH	1	\$ 712.00	\$ 712.00		1	\$ 712.00
22	2503.541	12" RC PIPE SEWER DES 3006 CL V	LIN FT	33	\$ 137.00	\$ 4,521.00		28	\$ 3,836.00
23	2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	342	\$ 82.00	\$ 28,044.00	0.71	352.71	\$ 28,922.22
24	2503.602	CONNECT TO EXISTING CULVERT	EACH	1	\$ 822.00	\$ 822.00		1	\$ 822.00
25	2504.602	ADJUST GATE VALVE	EACH	1	\$ 268.00	\$ 268.00			\$ -
26	2506.501	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	7.71	\$ 384.00	\$ 2,960.64		7.71	\$ 2,960.64
27	2506.501	CONST DRAINAGE STRUCTURE DES 60-4020	LIN FT	8.35	\$ 822.00	\$ 6,863.70		8.35	\$ 6,863.70
28	2506.516	CASTING ASSEMBLY	EACH	3	\$ 679.00	\$ 2,037.00		3	\$ 2,037.00
29	2506.522	ADJUST FRAME & RING CASTING	EACH	1	\$ 516.00	\$ 516.00			\$ -
30	2506.602	CONST DRAINAGE STRUCTURE 2' X 3' CB	LIN FT	6.79	\$ 329.00	\$ 2,233.91		6.79	\$ 2,233.91
31	2506.602	OUTLET CONTROL STRUCTURE	EACH	1	\$ 4,931.00	\$ 4,931.00		1	\$ 4,931.00
32	2521.501	4" CONCRETE WALK	SQ FT	400	\$ 4.80	\$ 1,920.00		498	\$ 2,390.40
33	2521.511	3" BITUMINOUS WALK	SQ FT	13000	\$ 1.40	\$ 18,200.00		12036	\$ 16,850.40
34	2531.501	CONCRETE CURB & GUTTER DESIGN B612	LIN FT	60	\$ 23.50	\$ 1,410.00		70	\$ 1,645.00
35	2531.501	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	500	\$ 21.50	\$ 10,750.00		644.54	\$ 13,857.61
36	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	150	\$ 77.50	\$ 11,625.00			\$ -
37	2531.618	TRUNCATED DOMES	SQ FT	16	\$ 42.00	\$ 672.00			\$ -
38	2557.501	WIRE FENCE DESIGN 48V-9322	LIN FT	510	\$ 107.00	\$ 54,570.00		510	\$ 54,570.00
39	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$ 6,621.00	\$ 6,621.00		1.00	\$ 6,621.00
40	2564.531	SIGN PANELS TYPE C	SQ FT	26	\$ 42.00	\$ 1,092.00	28.75	28.75	\$ 1,207.50
41	2573.502	SILT FENCE, TYPE MS	LIN FT	750	\$ 2.60	\$ 1,950.00		585	\$ 1,521.00
42	2573.530	STORM DRAIN INLET PROTECTION	EACH	3	\$ 158.00	\$ 474.00		4	\$ 632.00
43	2573.533	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	500	\$ 3.20	\$ 1,600.00		410	\$ 1,312.00
Schedule G Subtotal:						\$ 465,446.05			\$ 455,131.08

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	CONTRACT BID		PAYMENT		
					Unit Price	Amount	Quantity this Payment	Quantity	Cost
44	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	\$ 1,000.00	\$ 1,000.00		\$ -	
45	2574.525	FILTER TOPSOIL BORROW	CU YD	20	\$ 90.50	\$ 1,810.00		20	\$ 1,810.00
46	2575.505	SODDING TYPE LAWN WITH 4" TOPSOIL	SQ YD	400	\$ 45.00	\$ 18,000.00			\$ -
47	2575.523	EROSION CONTROL BLANKETS CATEGORY 2	SQ YD	2000	\$ 1.70	\$ 3,400.00		2473	\$ 4,204.10
48	2575.604	HYDROSEEDING, MULCH, 4" TOPSOIL, FERTILIZER AND SEED MIXTURE 25-141	SQ YD	970	\$ 12.50	\$ 12,125.00		2121	\$ 26,512.50
49	2575.604	HYDROSEEDING, MULCH, 4" TOPSOIL, FERTILIZER AND SEED MIXTURE 33-261	SQ YD	730	\$ 13.50	\$ 9,855.00		463	\$ 6,250.50
50	2575.604	EROSION STABILIZATION MAT - ENKAMAT	SQ YD	10	\$ 213.00	\$ 2,130.00		6	\$ 1,278.00
51	2575.604	EROSION STABILIZATION MAT - SHOREMAX	SQ YD	15	\$ 227.00	\$ 3,405.00		7.92	\$ 1,797.84
52	2582.502	4" SOLID LINE WHITE-EPOXY	LIN FT	500	\$ 0.45	\$ 225.00	1444	1444	\$ 649.80
53	2582.502	4" SOLID LINE YELLOW-EPOXY	LIN FT	165	\$ 0.45	\$ 74.25	200	200	\$ 90.00
54	2582.502	12" SOLID LINE YELLOW-EPOXY	LIN FT	65	\$ 5.80	\$ 377.00	71	71	\$ 411.80
55	2582.502	4" BROKEN LINE YELLOW-EPOXY	LIN FT	40	\$ 0.45	\$ 18.00	40	40	\$ 18.00
56	2582.502	4" DOUBLE SOLID LINE YELLOW-EPOXY	LIN FT	1000	\$ 0.95	\$ 950.00	1000	1000	\$ 950.00
57	2582.618	PAVEMENT MARKING SPECIAL	SQ FT	176	\$ 20.50	\$ 3,608.00			\$ -
Schedule G Subtotal:						\$ 522,423.30			\$ 499,103.62
CHANGE CHANGE ORDER NUMBER 1									
Description: REMOVE AND REPLACE SETTLED MANHOLE & INNSBRUCK PARK									
Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	CONTRACT BID		PAYMENT		
					Unit Price	Amount	Quantity this Payment	Quantity	Cost
1		REMOVE MANHOLE	EACH	1	\$ 935.00	\$ 935.00		1	\$ 935.00
2		ADDITIONAL BYPASS	LUMP SUM	1	\$ 5,335.00	\$ 5,335.00		1	\$ 5,335.00
3		REMOVE SEWER PIPE	LIN FT	10	\$ 19.80	\$ 198.00			\$ -
4		48" SANITARY SEWER MANHOLE	EACH	1	\$ 6,429.50	\$ 6,429.50		1	\$ 6,429.50
5		CONNECT TO EXISTING SANITARY SEWER	EACH	1	\$ 1,595.00	\$ 1,595.00		1	\$ 1,595.00
6		PIPE BEDDING MATERIAL	CU YD	10	\$ 49.50	\$ 495.00		10	\$ 495.00
7		2" BITUMINOUS WALK (OVERLAY @ INNSBRUCK POND SITE)	SQ FT	16600	\$ 1.35	\$ 22,410.00		16600	\$ 22,410.00
8		REMOVE AND REPLACE 3" BITUMINOUS WALK	SQ FT	352	\$ 4.00	\$ 1,408.00		352	\$ 1,408.00
9		STRIP TOPSOIL	SQ FT	20750	\$ 0.20	\$ 4,150.00		19310	\$ 3,862.00
10		REPLACE TOPSOIL	CU YD	166	\$ 43.00	\$ 7,138.00		166	\$ 7,138.00
11		HYDROSEED AND MULCH	SQ YD	2306	\$ 3.50	\$ 8,071.00		2146	\$ 7,511.00
Change Order 1 Subtotal:						\$ 58,164.50			\$ 57,118.50

CHANGE CHANGE ORDER NUMBER 2									
Description: REMOVE AND REPLACE STORM SEWER AT CHURCH/VETERANS PARK									
Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	CONTRACT BID		PAYMENT		
					Unit Price	Amount	Quantity this Payment	Quantity	Cost
1		MOBILIZATION	LUMP SUM	1	\$ 3,135.00	\$ 3,135.00		1	\$ 3,135.00
2		CONNECT TO EXISTING STORM MH	EACH	2	\$ 1,315.00	\$ 2,630.00		1	\$ 1,315.00
3		REMOVE STORM SEWER PIPE	LF	450	\$ 27.50	\$ 12,375.00		450	\$ 12,375.00
4		REMOVE MH	EACH	4	\$ 1,315.00	\$ 5,260.00		4	\$ 5,260.00
5		8" HDPE DRAIN TILE WITH SOCK	LF	25	\$ 26.40	\$ 660.00		25	\$ 660.00
6		COURSE FILTER AGGREGATE (DRAIN TILE BEDDING)	TON	18	\$ 52.80	\$ 950.40		15.74	\$ 831.07
7		15" HDPE STORM SEWER	LF	42	\$ 54.45	\$ 2,286.90		42	\$ 2,286.90
8		30" RCP CLASS 3 STORM SEWER	LF	154	\$ 161.70	\$ 24,901.80		154	\$ 24,901.80
9		36" RCP CLASS 3 STORM SEWER	LF	234	\$ 185.90	\$ 43,500.60		234	\$ 43,500.60
10		36" HDPE STORM SEWER	LF	33	\$ 105.60	\$ 3,484.80		33	\$ 3,484.80
11		TEMPORARY CONNECTION	EACH	1	\$ 495.00	\$ 495.00		1	\$ 495.00
12		PIPE BEDDING MATERIAL	CY	100	\$ 52.80	\$ 5,280.00		114	\$ 6,019.20
13		27" CATCH BASIN	LF	6	\$ 456.50	\$ 2,739.00		6	\$ 2,739.00
14		72" DIAMETER CB/MH (0-7' BUILD)	LF	14	\$ 1,083.50	\$ 15,169.00		13.15	\$ 14,248.03
15		RAIN GUARDIAN	EACH	1	\$ 1,980.00	\$ 1,980.00		1	\$ 1,980.00
Change Order 2 Subtotal:						\$ 124,847.50			\$ 123,231.40
COST SUMMARY									
Contract: CP 15-1 (INCLUDES 147-020-040, 147-020-041, 147-121-004, 147-109-002, 147-110-011)									
SAP 187-108-002									
062-612-025 AND 062-677-028									
Owner: CITY OF NEW BRIGHTON, CITY OF ARDEN HILLS, RAMSEY COUNTY									
Project: NEW BRIGHTON PROJECT CP 15-1 2015 STREET REHABILITATION									
SAP 187-108-002 MOUNDS VIEW HIGH SCHOOL TRAIL									
062-612-025 - 10th Street west of Old Highway 8 & 062-677-028 - Old Highway 8 (RAMSEY COUNTY)									
Schedule	Description				Amount				Amount
A	STREET IMPROVEMENTS				\$	2,147,513.55	\$	1,966,720.67	
B	STORM SEWER IMPROVEMENTS				\$	331,108.01	\$	254,099.24	
C	WATERMAIN IMPROVEMENTS				\$	118,517.10	\$	119,185.90	
D	SANITARY SEWER IMPROVEMENTS				\$	79,487.00	\$	88,206.00	
E	LANDSCAPE IMPROVEMENTS				\$	144,082.90	\$	124,460.90	
F	LIGHTING IMPROVEMENTS				\$	201,611.75	\$	202,227.55	
G	MOUNDS VIEW HIGH SCHOOL TRAIL IMPROVEMENTS				\$	522,423.30	\$	499,103.62	
	CHANGE ORDER 1				\$	58,164.50	\$	57,118.50	
	CHANGE ORDER 2				\$	124,847.50	\$	123,231.40	
Total Base Bid					\$	3,727,755.61	\$	3,434,353.78	
							ORIGINAL CONTRACT	\$	3,544,743.61
							Change Order 1	\$	58,164.50
							Change Order 2	\$	124,847.50
							Sub-total	\$	3,727,755.61
							TOTAL WORK TO DATE	\$	3,434,353.78
							Less Retainage 2%	\$	68,687.08
							Sub-total	\$	3,365,666.70
							Less Previous Payments	\$	3,043,737.07
							PARTIAL PAYMENT 6	\$	321,929.63
			Partial Payment 1	\$	457,579.16				
			Partial Payment 2	\$	639,598.42	Change Order 1	\$	58,164.50	
			Partial Payment 3	\$	597,756.32	Change Order 2	\$	124,847.50	
			Partial Payment 4	\$	818,254.59		\$	183,012.00	
			Partial Payment 5	\$	530,548.58				

STATEMENT OF ESTIMATED QUANTITIES													
ITEM NO.	ITEM DESCRIPTION	UNIT	BID QUANTITY			CONSTRUCTED QUANTITY		S.A.P. 187-108-002				NON-PARTICIPATING	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	PARTICIPATING		STORM SEWER		QUANTITY	AMOUNT
								QUANTITY	AMOUNT	QUANTITY	AMOUNT		
2021.501	MOBILIZATION	LUMP SUM	1	\$ 21,212.00	\$ 21,212.00	1	\$ 21,212.00	0.8	\$ 16,969.60	0.2	\$ 4,242.40		
2101.511	CLEARING & GRUBBING	LUMP SUM	1	\$ 3,684.00	\$ 3,684.00	1	\$ 3,684.00	1	\$ 3,684.00				
2104.501	REMOVE CONCRETE CURB AND GUTTER	LIN FT	80	\$ 5.40	\$ 432.00	130	\$ 702.00	130	\$ 702.00				
2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	670	\$ 16.50	\$ 11,055.00	336	\$ 5,544.00	336	\$ 5,544.00				
2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	25	\$ 5.20	\$ 130.00	17.3	\$ 89.96	17.3	\$ 89.96				
2104.509	REMOVE SIGN TYPE C	EACH	5	\$ 37.00	\$ 185.00	10	\$ 370.00	10	\$ 370.00				
2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	20	\$ 3.70	\$ 74.00	15	\$ 55.50	15	\$ 55.50				
2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	710	\$ 2.60	\$ 1,846.00	546	\$ 1,419.60	546	\$ 1,419.60				
2104.602	ABANDON MANHOLE	EACH	1	\$ 1,096.00	\$ 1,096.00	1	\$ 1,096.00					1	\$ 1,096.00
2104.602	REMOVE FLARED END SECTION	EACH	1	\$ 384.00	\$ 384.00	1	\$ 384.00	1	\$ 384.00				
2105.501	COMMON EXCAVATION (P)	CU YD	223	\$ 16.50	\$ 3,679.50	541	\$ 8,926.50	541	\$ 8,926.50				
2105.522	SELECT GRANULAR BORROW (CV) (P)	CU YD	530	\$ 5.30	\$ 2,809.00	421	\$ 2,231.30	421	\$ 2,231.30				
2105.523	COMMON BORROW (CV) (P)	CU YD	126	\$ 5.30	\$ 667.80	126	\$ 667.80	126	\$ 667.80				
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	hour	5	\$ 142.00	\$ 710.00	1	\$ 142.00	1	\$ 142.00				
2211.503	AGGREGATE BASE (CV) CLASS 6	CU YD	80	\$ 23.50	\$ 1,880.00	231.2	\$ 5,433.20	231.2	\$ 5,433.20				
2232.501	MILL BITUMINOUS SURFACE (2.0")	SQ YD	2820	\$ 2.10	\$ 5,922.00	2850	\$ 5,985.00	2850	\$ 5,985.00				
2360.501	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	400	\$ 71.00	\$ 28,400.00	386.04	\$ 27,408.84	386.04	\$ 27,408.84				
2411.604	MODULAR BLOCK RETAINING WALL (P)	SQ YD	391	\$ 547.00	\$ 213,877.00	391	\$ 213,877.00	391	\$ 213,877.00				
2501.515	12" RC PIPE APRON	EACH	1	\$ 822.00	\$ 822.00	1	\$ 822.00			1	\$ 822.00		
2502.541	4" PERF PE PIPE DRAIN	LIN FT	65	\$ 27.50	\$ 1,787.50	42	\$ 1,155.00	42	\$ 1,155.00				
2502.602	VENTED CLEANOUT ASSEMBLY	EACH	1	\$ 712.00	\$ 712.00	1	\$ 712.00	1	\$ 712.00				
2503.541	12" RC PIPE SEWER DES 3006 CL V	LIN FT	33	\$ 137.00	\$ 4,521.00	28	\$ 3,836.00			28	\$ 3,836.00		
2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	342	\$ 82.00	\$ 28,044.00	352.71	\$ 28,922.22			352.71	\$ 28,922.22		
2503.602	CONNECT TO EXISTING CULVERT	EACH	1	\$ 822.00	\$ 822.00	1	\$ 822.00			1	\$ 822.00		
2504.602	ADJUST GATE VALVE	EACH	1	\$ 268.00	\$ 268.00								
2506.501	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	7.71	\$ 384.00	\$ 2,960.64	7.71	\$ 2,960.64			7.71	\$ 2,960.64		
2506.501	CONST DRAINAGE STRUCTURE DES 60-4020	LIN FT	8.35	\$ 822.00	\$ 6,863.70	8.35	\$ 6,863.70			8.35	\$ 6,863.70		
2506.516	CASTING ASSEMBLY	EACH	3	\$ 679.00	\$ 2,037.00	3	\$ 2,037.00			3	\$ 2,037.00		
2506.522	ADJUST FRAME & RING CASTING	EACH	1	\$ 516.00	\$ 516.00								
2506.602	CONST DRAINAGE STRUCTURE 2' X 3' CB	LIN FT	6.79	\$ 329.00	\$ 2,233.91	6.79	\$ 2,233.91			6.79	\$ 2,233.91		
2506.602	OUTLET CONTROL STRUCTURE	EACH	1	\$ 4,931.00	\$ 4,931.00	1	\$ 4,931.00			1	\$ 4,931.00		
2521.501	4" CONCRETE WALK	SQ FT	400	\$ 4.80	\$ 1,920.00	498	\$ 2,390.40	498	\$ 2,390.40				
2521.511	3" BITUMINOUS WALK	SQ FT	13000	\$ 1.40	\$ 18,200.00	12036	\$ 16,850.40	12036	\$ 16,850.40				
2531.501	CONCRETE CURB & GUTTER DESIGN B612	LIN FT	60	\$ 23.50	\$ 1,410.00	70	\$ 1,645.00	70	\$ 1,645.00				
2531.501	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	500	\$ 21.50	\$ 10,750.00	644.54	\$ 13,857.61	644.54	\$ 13,857.61				
2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	150	\$ 77.50	\$ 11,625.00								
2531.618	TRUNCATED DOMES	SQ FT	16	\$ 42.00	\$ 672.00								
2557.501	WIRE FENCE DESIGN 48V-9322	LIN FT	510	\$ 107.00	\$ 54,570.00	510	\$ 54,570.00	510	\$ 54,570.00				
2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$ 6,621.00	\$ 6,621.00	1	\$ 6,621.00	0.8	\$ 5,296.80	0.2	\$ 1,324.20		
2564.531	SIGN PANELS TYPE C	SQ FT	26	\$ 42.00	\$ 1,092.00	28.75	\$ 1,207.50	28.75	\$ 1,207.50				
2573.502	SILT FENCE, TYPE MS	LIN FT	750	\$ 2.60	\$ 1,950.00	585	\$ 1,521.00	585	\$ 1,521.00				
2573.530	STORM DRAIN INLET PROTECTION	EACH	3	\$ 158.00	\$ 474.00	4	\$ 632.00	4	\$ 632.00				
2573.533	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	500	\$ 3.20	\$ 1,600.00	410	\$ 1,312.00	410	\$ 1,312.00				



DATE: January 11, 2016

TO: Honorable Mayor and City Councilmembers
Susan Iverson, Acting City Administrator

FROM: John Anderson, Acting Public Works Director

SUBJECT: Mounds View High School Trail JPA Amendment

Requested Action

Approve the amended Joint Powers Agreement with the City of New Brighton and Ramsey County for the construction of the Mounds View High School Trail.

Background/Discussion

The City of Arden Hills approved a Joint Powers Agreement (JPA) with the City of New Brighton and Ramsey County on May 11, 2015. The final form approved by Ramsey County was slightly different in that the language in Article IV described the specific areas of maintenance responsibilities for each party. The added language did not alter the intent of the first sentence but merely clarified the first sentence in that section.

The costs the City of Arden Hills are responsible for in the JPA remain unchanged from the earlier version.

Attachments

Attachment A: Memo 5-11-15
Attachment B: Revised Joint Powers Agreement redline copy



DATE: May 11, 2015

TO: Honorable Mayor and City Councilmembers
Patrick Klaers, City Administrator

FROM: Terry Maurer, Public Works Director

SUBJECT: Mounds View High School Trail

Requested Action

It is recommended that the Council take two actions. They are:

1. Approve entering into a Joint Powers Agreement with the City of New Brighton and Ramsey County for the construction of the Mounds View High School Trail.
2. Approve entering into an Agreement with the Mounds View Public Schools (District 621) for their contribution of \$120,000 towards the project.

Background/Discussion

For the past several years the City has had an item in the Capital Improvement Plan (CIP) for the construction of a trail from Mounds View High School to the bridge over I-35W. The CIP item has been “floating” with no specified year for construction. Since MnDOT is planning to replace the bridge over I-35W this year, the trail project has moved forward in conjunction with that project.

As discussed with the Council at the February 9, 2015, work session, the project includes approximately 1200 feet of bituminous trail from the new bridge to the most westerly Mounds View High School driveway where it connects with existing sidewalk. Due to the steep slopes on the south side of Lake Valentine Road, the project will also require the reconstruction, or the addition of concrete curb and gutter, on the south side of Lake Valentine Road and the overlay of the same 1200 feet of street. This “urbanization” of Lake Valentine Road will allow the trail to be built immediately behind the new curb and gutter thus minimizing the amount of retaining wall needed to create an area for the new trail. Attached is an exhibit that shows an overview of the project.

Also, as discussed at the February work session, the trail project was combined with a much larger project in New Brighton on the west side of I-35W for bidding purposes. Bids were

opened on Tuesday May 5, 2015. Five bids were received ranging in total price (New Brighton and Arden Hills work) from \$3,538,506.61 to \$3,810,127.70. The Arden Hills' portion of the project based on the low bid submitted by Bituminous Roadways is \$522,423.30. This amount is significantly higher than the February estimate of \$400,000. Most of the overage appears to be in concrete items such as retaining wall and curb and gutter as well as a small general "across the board" increase that reflects the amount of work in the metro area. With a few very minor exceptions, the entire cost is fundable by Municipal Stare Aid funds.

Attached is a Joint Powers Agreement prepared by New Brighton and reviewed by our City Attorney for payment of our share of the construction cost plus 5% for bidding and administration, shop drawing review, construction staking and construction observation. A small amount of testing will be contracted separately. Staff would recommend approval by Council to enter into the Joint Powers Agreement for the Mounds View Trail.

At the February work session, staff reported on preliminary discussions with the Mounds View School District relative to financial participation in the project. At that time the School District indicated that they would contribute \$80,000 and may consider raising that to \$100,000. Through negotiations staff has been able to get the School District to increase their contribution to \$120,000. Attached is an Agreement that was prepared by our City Attorney and reviewed by the School District's Attorney. Staff would recommend approval of the Agreement for the School District's contribution.

Attachments

Attachment A: Exhibit showing project
Attachment B: Joint Powers Agreement
Attachment C: Agreement

JOINT POWERS AGREEMENT

City of New Brighton, City of Arden Hills, and Ramsey County

Establishing the
County Road F/10th Street NW Street Rehabilitation and
Mounds View High School Trail
City of New Brighton Project 15-1, SAP's 147-020-041, 147-020-040, 147-121-005
City of Arden Hills SAP 187-108-002
Ramsey County SAP's 62-612-025, 062-677-028

THIS JOINT POWERS AGREEMENT ("Agreement") is entered into on _____ day of _____, 2015, by and among the City of New Brighton ("New Brighton"), City of Arden Hills ("Arden Hills"), and Ramsey County, all being governmental units of the State of Minnesota, pursuant to the authority contained in Minnesota Statutes, sections 471.59 and 398A.04, subdivision 9.

RECITALS

WHEREAS, the parties to this Agreement are authorized to enter into agreements to exercise jointly the governmental powers and functions each has individually;

WHEREAS, New Brighton is proposing to complete the County Road F/10th Street NW Street Rehabilitation, City Project No. 15-1. The location of the proposed improvements, including the replacement of the County Road F/10th Street NW and Old Highway 8 (CSAH 77) signal system, is shown in Figure 1, County Road F/10th Street NW/Lake Valentine Road Improvements Map attached to this Agreement as Exhibit A;

WHEREAS, Arden Hills is proposing to construct the Mounds View High School Trail project, SAP 187-108-002, along Lake Valentine Road from the I-35W Bridge to the Mounds View High School. The location of the proposed improvements within Arden Hills is shown in Figure 1, County Road F/10th Street NW/Lake Valentine Road Improvements Map attached to this Agreement as Exhibit A;

WHEREAS, MnDOT is proposing to replace the County Road F bridge over I-35W as part of State Project 6284-171. The proposed MnDOT improvements include improvements along County Road F/10th Street NW/Lake Valentine Road to accommodate the horizontal and vertical re-alignment of the new bridge. New Brighton and Arden Hills have entered into a Cooperative Construction Agreement (MnDOT Contract No. 07080) for the proposed improvements associated with SP 6284-171. The Cooperative Construction Agreement is attached to this Agreement as Exhibit B;

WHEREAS, New Brighton, Ramsey County and Arden Hills wish to bid the County Road F/10th Street NW Improvements (New Brighton Project No. 15-1) and the Mounds View

High School Trail (SAP 187-108-002) project as one construction project to be bid and administered by New Brighton; and

WHEREAS, Ramsey County has requested geometric improvements and the replacement of the existing signal at the County Road F/10th Street NW and Old Highway 8 (CSAH 77) intersection to be completed as part of the New Brighton Project 15-1. Old Highway 8 (CSAH 77) and County Road F to the west of the intersection with Old Highway 8 are part of the County State Aid highway system and represent three out of the four legs of the intersection as shown in Figure 1 attached hereto as Exhibit A.

NOW THEREFORE, in consideration of the mutual promises and benefits that each party shall derive herefrom, the parties hereby agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to accommodate and facilitate in an efficient manner the construction of the identified improvements and facilities proposed within the respective jurisdictions of the parties to this Agreement. By this Agreement the parties intend to assign authority and responsibility to contract for the described work and to identify financial responsibilities of the respective parties for the project.

ARTICLE II. CONTRACT ADMINISTRATION

New Brighton agrees to undertake the process to advertise and let the contract for the County Road F/10th Street NW Improvements and the Mounds View School Trail project as one construction project. New Brighton further agrees to administer the contract and oversee the construction work, except as otherwise provided herein. The parties hereby agree to delegate to New Brighton such authority as may be needed to award the contract and carry out the construction of the improvements as identified in this Agreement.

ARTICLE III. COSTS

The parties to this Agreement shall be responsible for paying the costs associated with this project as indicated below.

A. County Road F/10th Street NW Improvements (New Brighton)

New Brighton agrees to pay the cost for the construction and administration for all improvements along County Road F/10th Street NW outside of the Old Highway 8 intersection as shown in Exhibit A.

B. County Road F/10th Street NW and Old Highway 8 Intersection (Ramsey County)

Ramsey County agrees to pay to New Brighton 75% of the cost of the traffic signal and pedestrian curb ramps at the intersection of County Road F and 10th Street. Ramsey County also agrees to pay for the roadway widening on the south leg of the intersection as shown in Exhibit A. Based upon the statement of estimated quantities included in the approved project plans and the engineer's cost estimate, Ramsey County's cost share for these

improvements is estimated to be \$360,966.72. This includes estimated construction costs (\$305,904.00) (see Engineer's Estimate attached hereto as Exhibit C) plus an additional 8% (\$24,742.32) for engineering and administration costs and 10% (\$30,590.40) for construction inspection services. Ramsey County's actual share of these costs shall be determined based upon actual bid prices and final quantities. Any increase of ten percent over the bid quantity, any increase in the quantity that increases Ramsey County's costs by \$10,000.00 or more, or any additional item not originally included in the bid, must be first approved by Ramsey County in writing. Ramsey County is not responsible for such cost, unless such approval is made prior to invoice or has been waived in writing. The project is anticipated to be substantially complete by October 30, 2015. Following substantial completion, New Brighton will invoice Ramsey County for payment. Ramsey County shall provide payment to New Brighton for the project costs as defined above on or before December 31, 2015.

- C. County Road F/10th Street NW and Old Highway 8 Intersection (New Brighton)
New Brighton agrees to pay for the remaining improvements at the County Road F/10th Street NW and Old Highway 8 intersection, including the remaining 25% of the costs for the geometric improvements and signal system replacement as described above. New Brighton may elect to upgrade the new concrete sidewalks at the northeast, southeast, and southwest quadrants to a higher level of finish (i.e. colored concrete, detailed concrete scoring patterns, or brick pavers). New Brighton will pay 100% of the costs of any improvements that go above and beyond the defined Ramsey County's cost share items detailed in Article III, paragraph B above.

New Brighton will pay for 100% of the improvements to the northwest quadrant of the intersection, including the right turn lane improvements from Old Highway 8 to County Road F and associated sidewalk, landscaping and lighting improvements as depicted in Exhibit A.

- D. Mounds View High School Trail (Arden Hills)
Arden Hills will pay 100% of the cost of the bituminous trail and associated improvements (SAP 187-108-002) to be constructed along County Road F/Lake Valentine Road within Arden Hills. Based upon the statement of estimated quantities included in the approved project plans and the engineer's cost estimate, Arden Hills' cost share for these improvements is estimated to be \$548,544.47. This includes estimated construction costs (\$522,423.30; see the Bid Summary-SEQ attached hereto as Exhibit D) plus an additional 5% (\$26,121.17) for bidding, limited observation, staking, testing and administration of the construction contract. Arden Hills agrees to provide all construction observation of the project improvements described in this paragraph. Arden Hills' actual share of these costs shall be determined based upon actual bid prices and final quantities. The project is anticipated to be substantially complete by October 31, 2015. Following substantial completion, New Brighton will invoice Arden Hills for payment. Arden Hills shall provide payment to New Brighton for the project costs as defined above on or before December 31, 2015.

ARTICLE IV. MAINTENANCE

No amendments to the current maintenance responsibilities for the roadways and other facilities to be improved are proposed as part of this Agreement. The City of New Brighton will continue to maintain all sidewalks and trails constructed as a part of this agreement within the City of New Brighton. The City of Arden Hills will continue to maintain all sidewalks and trails constructed as a part of this agreement within the City of Arden Hills. The Cities of New Brighton and Arden Hills will share responsibility for the maintenance of the trail on the County Road F bridge over I-35W as detailed in Exhibit B.

ARTICLE V. MISCELLANEOUS

- A. Effective Date. This Agreement shall be effective on the date of the last party to sign.
- B. Amendments. This Agreement contains the full understandings of the parties regarding this matter and it may only be amended in writing approved by all of the parties.
- C. Recitals and Exhibits. The recitals and all exhibits attached hereto are incorporated into and made a part of this Agreement.
- D. Limitation on Liability. Nothing in this Agreement shall be construed as any party waiving or limiting any limitation on or immunity from liability to which the party, its officers, agents, or employees are entitled under law including, but not limited to, Minnesota Statutes, Chapter 466 or otherwise. This Project is a cooperative undertaking of the parties and they shall be considered a single governmental unit for the purposes of determining total liability for damages as provided in Minnesota Statutes, section 471.59, subdivision 1a. Nothing herein shall be construed as any party agreeing to accept the liability of another party.
- E. No Third Party Rights. This Agreement is solely for the benefit of the Towns. This Agreement shall not create or establish any rights in or for the benefit of any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

CITY OF NEW BRIGHTON

By: 
Dave Jacobsen, Mayor

And by: 
Dean Lotter, City Manager

Date: August 25, 2015.

ATTEST BY: 
Terri Haarstad, City Clerk

CITY OF ARDEN HILLS

By: _____
David Grant, Mayor

And by: _____
Susan Iverson, Acting City Administrator

Date: _____, 2016.

RAMSEY COUNTY

PKB

By: Julie Kleinschmidt

Name: _____

Title: County Manager

Date: _____, 2015.

By: _____

Name: _____

Title: _____

Date: _____, 2015.

By: _____

Name: _____

Title: _____

Date: _____, 2015.

By: J. E. Tolson

Name: James E. Tolson

Title: Director and County Engineer

Date: 10/20, 2015.

Approved As To Form

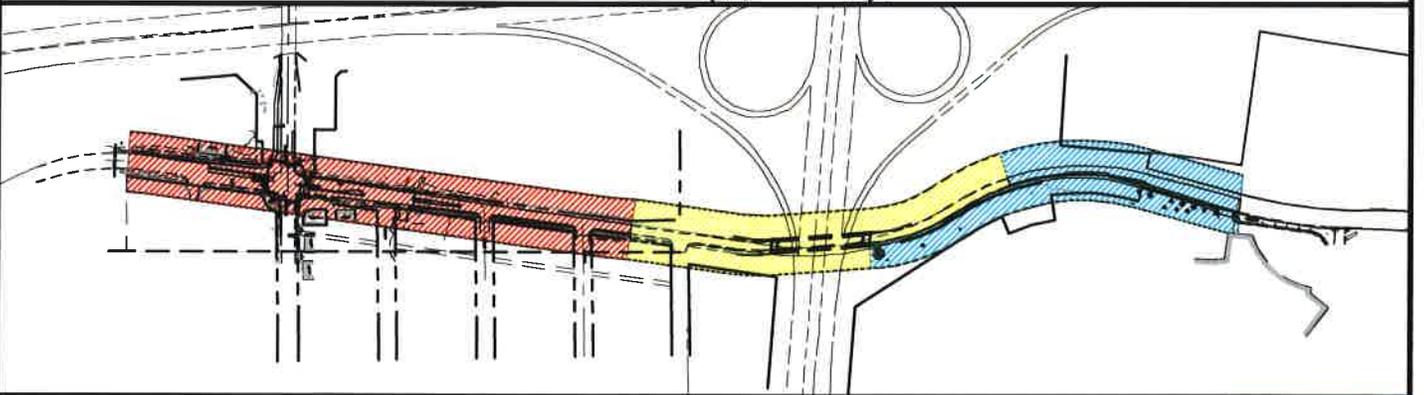
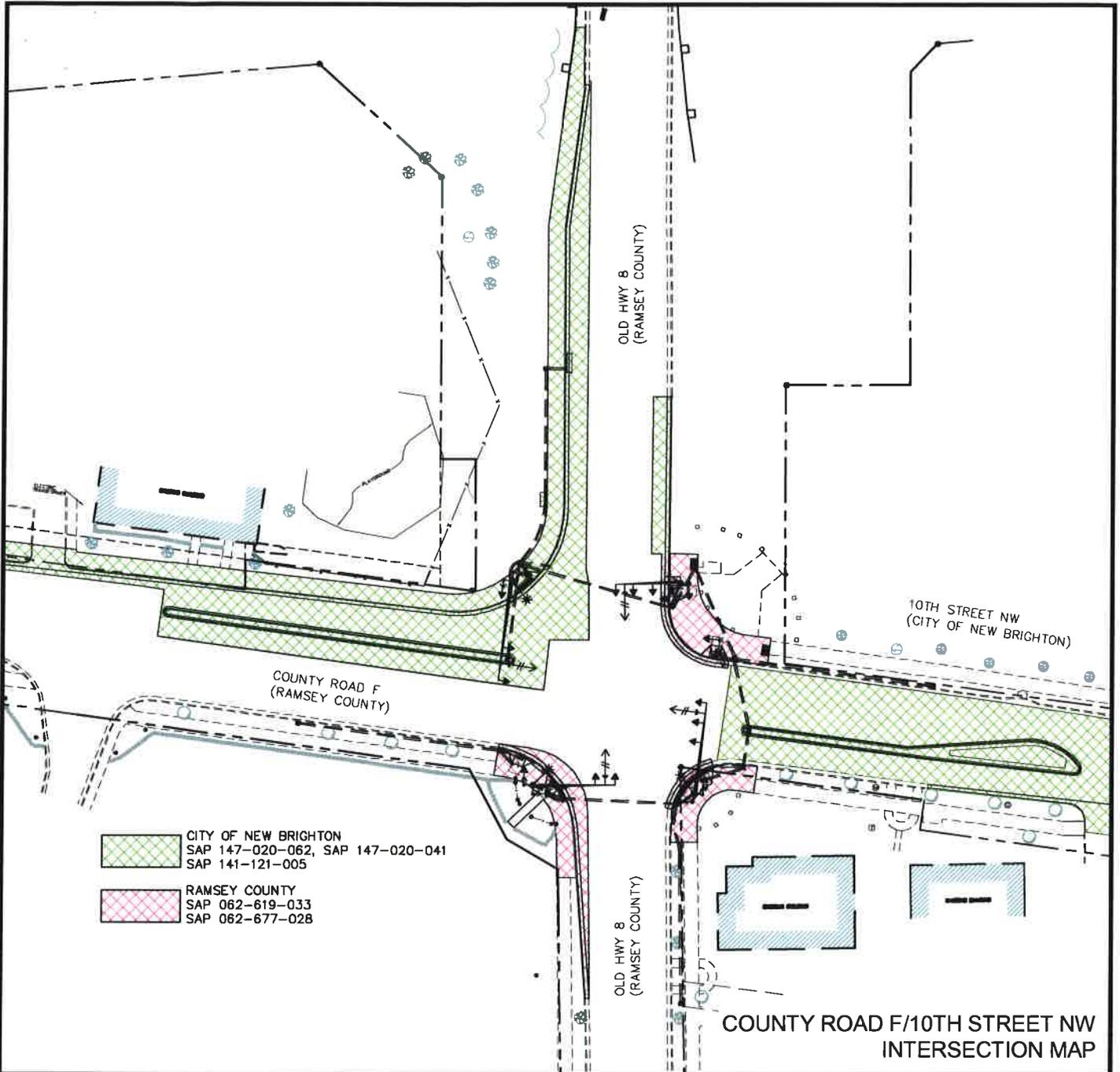
Harry D. McPeak

Harry D. McPeak
Assistant Ramsey County Attorney

EXHIBIT A

County Road F/10th Street NW/Lake Valentine Road Improvement Map

[attached hereto]



CITY OF ARDEN HILLS
SAP 187-108-002

MNDOT SP 6284-171
(MNDOT CONTRACT NO. 07080)

CITY OF NEW BRIGHTON/RAMSEY COUNTY
CITY PROJECT 15-1
SAP 147-020-062, SAP 147-020-041, SAP 141-121-005
SAP 062-619-033, SAP 062-677-028

EXHIBIT A

FIGURE 1

COUNTY ROAD F/10TH ST NW/LAKE VALENTINE ROAD IMPROVEMENTS MAP

EXHIBIT B
Cooperative Construction Agreement

[attached hereto]

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF NEW BRIGHTON
And
CITY OF ARDEN HILLS
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.):	<u>6284-171</u>	City of New Brighton Total Obligation
Trunk Highway Number (T.H.):	<u>35W=063</u>	<u>\$69,000.00</u>
State Project Number (S.P.):	<u>6284-62890</u>	
State Aid Project (S.A.P.):	<u>147-121-005</u>	City of Arden Hills Total Obligation
State Aid Project (S.A.P.):	<u>187-108-001</u>	<u>\$69,000.00</u>
Federal Project Number:	<u>NHPP I35W(003)</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of New Brighton acting through its City Council ("New Brighton") and the City of Arden Hills acting through its City Council ("Arden Hills").

Recitals

1. The State will perform grading and bituminous surfacing, ADA improvement, signing, Bridge No. 62890 construction and other associated construction upon, along and adjacent to Trunk Highway No. 35W located on County Road F from 740 feet west of northbound 35W to 636 feet east of northbound 35W in the Cities of New Brighton and Arden Hills according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 6284-171 (T.H. 35W=063)("Project"); and
2. New Brighton and Arden Hills (the "Parties") have requested that the State widen Bridge No. 62890 to accommodate a trail and have requested that the State include aesthetic elements on the bridge.
3. The Cities of New Brighton and Arden Hills are willing to participate in the costs of said construction as lump sum amounts; and
4. 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; Plans; Incorporation of Exhibits

- 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: 3. Maintenance by the City of New Brighton and City of Arden Hills; 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.

1.4. **Plans, Specifications, Special Provisions.** Plans, specifications and special provisions designated by the State as State Project No. 6284-171 (T.H. 35W=063) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").

1.5. **Exhibits.** Preliminary Schedule "I" is attached and incorporated into this Agreement by reference.

2. Construction by the State

2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. Direction, Supervision and Inspection of Construction.

A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction without cost to the Cities of New Brighton and Arden Hills. All contract construction will be performed according to the Project Plans.

B. **Inspection by the Cities of New Brighton and Arden Hills.** The Parties participation of construction covered under this Agreement will be open to inspection by both municipalities. If the Parties believe their participation construction covered under this Agreement has not been properly performed or that the construction is defective, the Parties will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by either City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the construction covered under this Agreement.

2.3. Plan Changes, Additional Construction, Etc.

A. The State will make changes in the Project Plans and contract construction, which may include the Parties participation construction covered under this Agreement, and will enter into any necessary addenda, change orders and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner.

B. Either of the Cities of New Brighton and or Arden Hills may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

C. The State reserves the right to invoice either of the Parties for the cost of any construction contract addenda and any additional Cities of New Brighton and or Arden Hills requested work and plan changes, before the completion of the contract construction.

2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner. Acceptance by the State of the completed contract construction will be final, binding and conclusive upon the Parties as to the satisfactory completion of the contract construction.

3. City of New Brighton Maintenance and responsibilities.

Upon completion of the project, the City of New Brighton will provide the following without cost or expense to the State:

3.1. **Sidewalks and Shared Use Path.** Maintenance of any sidewalk and shared use path construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks and shared use path in a safe, useable, and aesthetically acceptable condition.

3.2. Bridge No. 62890 over Trunk Highway 35W.

- A. Multi-Color surface finish; when the aesthetic multi-color surface treatment needs repainting, the State will coordinate with the Parties to repaint the surface on a reimbursable basis, if the Parties elect not to participate in the cost of a multi-color finish, the State will repaint the surface with a standard color finish.
- B. Ornamental Rail or Structural Tubular Rail; when the aesthetic ornament rail or structural rail needs repair, the State will coordinate with the Parties to repair the rail on a reimbursable basis, if the Parties elect no to participate in the cost of the repair, the State will replace the rail with a standard rail.
- C. Lighting; Lighting. Maintenance and ownership of any lighting facilities construction. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pullboxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates and painting of poles and other equipment. New Brighton will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.

The State is responsible for inspection and structural maintenance of Bridge No. 62890, concrete bridge approach panels, concrete surfacing, abutments and non-ornamental railings.

- 3.3. **Future Responsibilities.** Upon completion of the County Road F and Bridge No. 62890 (10th Street N.W. and Valentine Lake Road) construction, the Parties will accept full and total responsibility of their respected roadways and all obligations and liabilities arising out of or by reason of the use, operation, maintenance, repair and reconstruction of County Road F up to Bridge No. 62890 approach panels (10th Street N.W. and Valentine Lake Road) and all of the facilities constructed as part of this Agreement, without cost or expense to the State.

4. City of Arden Hills Maintenance and Responsibilities.

- 4.1. **Future Major Pond Maintenance.** The State will provide maintenance of the Mustangs Infiltration Basin at the time major maintenance is necessary. The City of Arden Hills will share in the costs of major maintenance based on a contributing flow percentage of 22%. The City of Arden Hills will be invoiced accordingly.
- 4.2. **Storm Sewers.** Routine maintenance of any storm sewer facilities construction outside of T.H. 35W mainline. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from structures, grates and pipes; repair of minor erosion problems; minor structure repair; and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation or accelerated deterioration of the facilities.
- 4.3. **Additional Drainage.** None of the parties to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, EXHIBIT "Drainage Area", which is on file in the office of the State's District Hydraulics Unit at Roseville and is incorporated into this Agreement by reference.

5. New Brighton and Arden Hills Cost and Payment by New Brighton and Arden Hills

- 5.1. *New Brighton Cost.* \$69,000.00 is the City of New Brighton's full and complete lump sum cost for the widening and associated bridge costs including, but not limited to, approaches, guardrails, lighting, and shared use path construction.
- 5.2. *Arden Hills Cost.* \$69,000.00 is the City of Arden Hills's full and complete lump sum cost for the widening and associated bridge costs including, but not limited to, approaches, guardrails, lighting, and shared use path construction.
- 5.3. *Conditions of Payment.* The Cities of New Brighton and Arden Hills will pay the State the full and complete lump sum amounts after the following conditions have been met:
- A. Execution of this Agreement and transmittal to the Cities of New Brighton and Arden Hills.
 - B. Cities of New Brighton and Arden Hill's receipt of a written request from the State for the advancement of funds.

6. 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.

6.1. The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
 Telephone: (651) 366-4634
 E-Mail: maryanne.kellysonnek@state.mn.us

6.2. The City of New Brighton's Authorized Representative will be:

Name/Title: Craig Schlichting, Director of Community Assets and Development (or successor)
 Address: 803 Old Highway 8, New Brighton, MN 55112
 Telephone: (651) 638-2053
 Fax: (651) 638-2044
 E-Mail: craig.schlichting@newbrightonmn.gov

6.3. The City of Arden Hill's Authorized Representative will be:

Name/Title: Terry Maurer, Public Works Director (or successor)
 Address: 1245 West Highway 96, Arden Hills, MN 55112
 Telephone: (651) 792-7847
 Fax: (651) 634-5137
 E-Mail: tmaurer@cityofardenhills.org

7. Assignment; Amendments; Waiver; Contract Complete

- 7.1. *Assignment.* Neither 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.
- 7.2. *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.
- 7.3. *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.

7.4. Contract Complete. This Agreement contains all prior negotiations and agreements between the State and the Cities of New Brighton and Arden Hills. No other understanding regarding this Agreement, whether written or oral, may be used to bind any of the parties.

8. Liability; Worker Compensation Claims

8.1. 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 and 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 Cities of New Brighton and Arden Hills.

8.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

10. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, Cities of New Brighton and Arden Hills's books, records, documents, and 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.

11. Government Data Practices

The Cities of New Brighton and Arden Hills 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 Cities of New Brighton and Arden Hills 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 Cities of New Brighton and or Arden Hills or the State.

12. 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.

13. Termination; Suspension

13.1. By Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties.

13.2. Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the Cities of New Brighton and or Arden Hills.

13.3. Suspension. In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

14. Force Majeure

Neither 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 NEW BRIGHTON

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: Wendy Jacobson
(Mayor)

Date: 02-24-15

By: [Signature]
(City Manager)

Date: 02/24/2015

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: Scott Z Z
(District Engineer)

Date: 3/13/15

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CITY OF ARDEN HILLS

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: David Hunt

Title: Mayor

Date: February 23, 2015

By: Patrick Klaess

Title: City Administrator

Date: February 23, 2015

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: Scott Zzi
(District Engineer)

Date: 3/14/15

Approved: Christopher Dy
(State Design Engineer)

Date: 3-23-15

COMMISSIONER OF ADMINISTRATION

By: [Signature]
(With delegated authority)

Date: 3-31-2014

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

RESOLUTION NO.
15-016
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

**RESOLUTION TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE
MINNESOTA DEPARTMENT OF TRANSPORTATION AND ARDEN HILLS FOR THE
REPLACEMENT OF THE 10TH STREET NW BRIDGE OVER TRUNK HIGHWAY 35W
(S.P. 6284-171)**

WHEREAS, IT IS RESOLVED that the City of New Brighton enter into MnDOT Agreement No. 07080 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of widening Bridge No. 62890 to accommodate a trail including aesthetic elements and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 35W from 740 feet west of northbound 35W to 636 feet east of northbound 35W within the corporate City limits under State Project No. 6284-171.

ADOPTED this 24th day of February, 2015, by the New Brighton City Council with a vote of 5 ayes and 0 nays.


Dave Jacobsen, Mayor


Dean R. Lotter, City Manager

ATTEST:


Ferri Haarstad, City Clerk



**CITY OF ARDEN HILLS
COUNTY OF RAMSEY
STATE OF MINNESOTA**

RESOLUTION NO. 2015-019

**RESOLUTION ENTERING INTO MN/DOT AGREEMENT NO. 07080
FOR THE RECONSTRUCTION OF THE COUNTY ROAD F (LAKE
VALENTINE ROAD) BRIDGE OVER I-35W**

WHEREAS, Mn/DOT is working on a project to reconstruct the County Road F Bridge over I-35W, and

WHEREAS, the City of Arden Hills will have some cost responsibility for the reconstruction,

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ARDEN HILLS, MINNESOTA

1. that the City of Arden Hills enter into Mn/DOT Agreement No. 07080 with the State of Minnesota, Department of Transportation, for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the widening Bridge No. 62890 to accommodate a trail including aesthetic elements and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 35W from 740 feet west of northbound 35W to 636 feet east of northbound 35W within the corporate City limits under State Project No. 6284-171.

2. that the Mayor and the City Administrator are authorized to execute the Agreement and any amendments to the Agreement.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF ARDEN HILLS
THIS 23RD DAY OF FEBRUARY, 2015.**

David Grant, Mayor

ATTEST:

Amy Dietl, City Clerk

EXHIBIT C
City of New Brighton 15-1 Bid Summary - SEQ

[attached hereto]

EXHIBIT D

City of Arden Hills S.A.P. 187-108-002 Bid Summary - SEQ

[attached hereto]

STATEMENT OF ESTIMATED QUANTITIES											
ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY			S.A.P. 187-108-002				NON-PARTICIPATING	
			QUANTITY	UNIT PRICE	AMOUNT	PARTICIPATING		STORM SEWER		QUANTITY	AMOUNT
						QUANTITY	AMOUNT	QUANTITY	AMOUNT		
2021.501	MOBILIZATION	LUMP SUM	1	\$ 21,212.00	\$ 21,212.00	0.8	\$ 16,969.60	0.2	\$ 4,242.40		
2101.511	CLEARING & GRUBBING	LUMP SUM	1	\$ 3,684.00	\$ 3,684.00	1	\$ 3,684.00				
2104.501	REMOVE CONCRETE CURB AND GUTTER	LIN FT	80	\$ 5.40	\$ 432.00	80	\$ 432.00				
2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	670	\$ 16.50	\$ 11,055.00	670	\$ 11,055.00				
2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	25	\$ 5.20	\$ 130.00	25	\$ 130.00				
2104.509	REMOVE SIGN TYPE C	EACH	5	\$ 37.00	\$ 185.00	5	\$ 185.00				
2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	20	\$ 3.70	\$ 74.00	20	\$ 74.00				
2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	710	\$ 2.60	\$ 1,846.00	710	\$ 1,846.00				
2104.602	ABANDON MANHOLE	EACH	1	\$ 1,096.00	\$ 1,096.00					1	\$ 1,096.00
2104.602	REMOVE FLARED END SECTION	EACH	1	\$ 384.00	\$ 384.00	1	\$ 384.00				
2105.501	COMMON EXCAVATION (P)	CU YD	223	\$ 16.50	\$ 3,679.50	223	\$ 3,679.50				
2105.522	SELECT GRANULAR BORROW (CV) (P)	CU YD	530	\$ 5.30	\$ 2,809.00	530	\$ 2,809.00				
2105.523	COMMON BORROW (CV) (P)	CU YD	126	\$ 5.30	\$ 667.80	126	\$ 667.80				
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	5	\$ 142.00	\$ 710.00	5	\$ 710.00				
2211.503	AGGREGATE BASE (CV) CLASS 6	CU YD	80	\$ 23.50	\$ 1,880.00	80	\$ 1,880.00				
2232.501	MILL BITUMINOUS SURFACE (2.0")	SQ YD	2820	\$ 2.10	\$ 5,922.00	2820	\$ 5,922.00				
2360.501	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	400	\$ 71.00	\$ 28,400.00	400	\$ 28,400.00				
2411.604	MODULAR BLOCK RETAINING WALL (P)	SQ YD	391	\$ 547.00	\$ 213,877.00	391	\$ 213,877.00				
2501.515	12" RC PIPE APRON	EACH	1	\$ 822.00	\$ 822.00			1	\$ 822.00		
2502.541	4" PERF PE PIPE DRAIN	LIN FT	65	\$ 27.50	\$ 1,787.50	65	\$ 1,787.50				
2502.602	VENTED CLEANOUT ASSEMBLY	EACH	1	\$ 712.00	\$ 712.00	1	\$ 712.00				
2503.541	12" RC PIPE SEWER DES 3006 CL V	LIN FT	33	\$ 137.00	\$ 4,521.00			33	\$ 4,521.00		
2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	342	\$ 82.00	\$ 28,044.00			342	\$ 28,044.00		
2503.602	CONNECT TO EXISTING CULVERT	EACH	1	\$ 822.00	\$ 822.00			1	\$ 822.00		
2504.602	ADJUST GATE VALVE	EACH	1	\$ 268.00	\$ 268.00					1	\$ 268.00
2506.501	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	7.71	\$ 384.00	\$ 2,960.64			7.71	\$ 2,960.64		
2506.501	CONST DRAINAGE STRUCTURE DES 60-4020	LIN FT	8.35	\$ 822.00	\$ 6,863.70			8.35	\$ 6,863.70		
2506.516	CASTING ASSEMBLY	EACH	3	\$ 679.00	\$ 2,037.00			3	\$ 2,037.00		
2506.522	ADJUST FRAME & RING CASTING	EACH	1	\$ 516.00	\$ 516.00					1	\$ 516.00
2506.602	CONST DRAINAGE STRUCTURE 2' X 3' CB	LIN FT	6.79	\$ 329.00	\$ 2,233.91			6.79	\$ 2,233.91		
2506.602	OUTLET CONTROL STRUCTURE	EACH	1	\$ 4,931.00	\$ 4,931.00			1	\$ 4,931.00		
2521.501	4" CONCRETE WALK	SQ FT	400	\$ 4.80	\$ 1,920.00	400	\$ 1,920.00				
2521.511	3" BITUMINOUS WALK	SQ FT	13000	\$ 1.40	\$ 18,200.00	13000	\$ 18,200.00				
2531.501	CONCRETE CURB & GUTTER DESIGN B612	LIN FT	60	\$ 23.50	\$ 1,410.00	60	\$ 1,410.00				
2531.501	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	500	\$ 21.50	\$ 10,750.00	500	\$ 10,750.00				
2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	150	\$ 77.50	\$ 11,625.00	150	\$ 11,625.00				
2531.618	TRUNCATED DOMES	SQ FT	16	\$ 42.00	\$ 672.00	16	\$ 672.00				
2557.501	WIRE FENCE DESIGN 48V-9322	LIN FT	510	\$ 107.00	\$ 54,570.00	510	\$ 54,570.00				



DATE: January 11, 2016

TO: Honorable Mayor and City Councilmembers

FROM: Sue Iverson, Interim City Administrator
Director of Finance and Administrative Services

SUBJECT: Northeast Youth and Family Services 2016 Contract

Council Action Requested

City Council is requested to approve the Shared Service Agreement with Northeast Youth and Family Services for 2016 and authorize the Mayor to execute it.

Discussion/Background

NYFS is a non-profit social service agency whose mission is to meet the unmet developmental needs of at-risk youth and families within their community environment with emphasis on providing services through collaboration and coordination with existing community resources. These services are available to youth and families residing in the northern suburbs of Ramsey County, including, but not limited to, the municipalities which are signatory to agreements which are identical to this Agreement (attached) and students and families from Independent School Districts 621, 622, 623, 624, 282 and 832..

Attachment

- Attachment A: Agreement, historical and 2016 cost, and service information.

Attachment A

AGREEMENT

I. PARTIES

This agreement is made and entered into by and between the City of Arden Hills Minnesota ("City") and Northeast Youth and Family Services ("NYFS").

II. RECITALS

- A. NYFS is a non-profit social service agency whose mission is to meet the unmet developmental needs of at-risk youth and families within their community environment with emphasis on providing services through collaboration and coordination with existing community resources. These services are available to youth and families residing in the northern suburbs of Ramsey County, including, but not limited to, the municipalities which are signatory to agreements which are identical to this Agreement ("participating municipalities") and students and families from Independent School Districts 621, 622, 623, 624, 282 and 832.
- B. Through this Agreement the City intends to contract with NYFS to provide such services to its residents and to act as a sponsor of NYFS by providing financial support, a method to establish appropriate services to be provided and policy guidance for its activities.
- C. This Agreement shall be used as the formal agreement between NYFS and each of the participating municipalities. This Agreement is intended to continue the spirit of cooperation and collaboration in the provision of social services between the City and NYFS.

III. TERMS AND CONDITIONS

In consideration of the mutual understandings of this Agreement, the parties hereby agree as follows:

- A. Prior Agreements Cancelled. By execution of this Agreement any prior agreements and amendments thereto between the parties are hereby cancelled.
- B. Services Provided. NYFS shall provide the City and its residents with youth and family programs set forth in the Addendum attached hereto.
- C. Principles of Service and Program Establishment and Operations. On a yearly basis and prior to submission of its annual budget, as provided for hereafter, NYFS shall:
 - 1. Report regarding proposed changes in services and programs to the City; and

2. Establish a fair and open bidding/request for proposal (RFP) process to contract, manage or provide such services and programs, which are not directly provided by NYFS staff.

D. Funding

1. In addition to the participating municipalities' share of the annual budget, funds for the operation of NYFS will be raised by NYFS endeavoring to secure user fees, grants and appropriations from private organizations, the State of Minnesota, Federal and County agencies, and other legal and appropriate sources.
2. The City shall pay annually to NYFS the base amount listed in Exhibit A. This base amount will be adjusted annually for inflation/deflation using the Standard Metropolitan Statistical Area Consumer Price Index for All Urban Consumers (CPI-U). Such adjustment shall not exceed plus or minus 3% in any year. Any adjustment in the payment beyond those indicated by reference to the CPI-U shall require approval of each of the participating municipalities.
3. Any new City joining into this agreement will pay a base amount annually to NYFS that is on par with the amount paid by current participating municipalities.
4. Amounts payable by the City shall be paid to NYFS on or before January 30th of each year, or at a date mutually agreed upon by both parties, to cover the City's share for that year.

E. Board of Directors. This agreement is contingent upon the City having a designated seat on the Board of Directors. The Board of Directors shall be limited to not more than 30 Board members.

F. Further Obligations of NYFS. In addition to the obligations set forth elsewhere in this Agreement, this Agreement is further contingent upon NYFS doing the following:

1. The Bylaws of NYFS shall be amended to add provisions requiring an open process for contracting services as provided for in paragraph C.2., above, and prohibiting NYFS from supporting or opposing individual candidates for election to public office in any of the participating municipalities; and adding the requirement that IRS 501.C3 status be maintained.
2. On or before June 30, of any year NYFS shall submit the proposed city budgeted amount for the subsequent year.

3. On or before November 30, of any year NYFS shall submit a written report to the City including an Annual Report, the audited financial statement, and a program specific summary of services provided to the municipality; in addition, 30 days from the end of each calendar quarter, NYFS shall submit a written report to the participating municipality.
4. Periodically advising the City of services available through NYFS to the City's residents;
5. Establishing a sliding scale for services available through NYFS to the City's residents and periodically advising the City of such fees;
6. Providing other reasonable information requested by the City;
7. Purchasing a policy of liability insurance in the amount of at least \$1,500,000.00, naming the City as an additional insured and providing a copy of the insurance certificate evidencing such policy to the City;
8. Provide the City with a copy of its Articles of Incorporation, Bylaws, Amendments thereto, and the IRS tax exempt status letter;
9. NYFS shall defend and indemnify the City from any and all claims or causes of actions brought against the City of any matter arising out of this Agreement or the services provided pursuant to this Agreement; and,
10. Without the written approval of the City, NYFS will not enter into any agreement with any other city which differs from the terms and conditions of this Agreement.

G. Term. The term of this agreement will be through December 31, 2016. Unless either party gives at least 6 months written notice of its intent to cancel this Agreement effective December 31 of the year in which the notice is made, NYFS will continue to provide services to the City if a successor agreement has not been executed prior to the end of the term.

H. (A) Distribution of Assets Upon Dissolution.

If NYFS ceases to operate, the Board of Directors will do one of the following:

1. Give the assets to one or more non-profit agencies providing similar social services in the northern suburbs of Ramsey County; or,
2. Form a new Foundation to fund appropriate social service programming in the northern suburbs of Ramsey County.

The final Distribution of Assets Plan must be approved by the Ramsey County District Court.

(B) Deviation from the Mission.

If the City Council determines that NYFS has materially deviated from its mission (See II. Recitals, A.), the City Council may ask the NYFS Board of Directors to consider dissolving the agency and liquidating the assets. The Board will do one of the following:

1. Consider the request and by a majority vote deny it.
2. Consider the request and by a majority vote agree to modify the programs to be consistent with the mission.
3. Consider the request and by a majority vote agree with the request and move to dissolve the agency and liquidate the assets.

IN WITNESS WHEREOF, the parties have executed this Agreement on this date set forth below.

CITY OF _____

By: _____
Elected Official

Its: _____
Clerk/Manager

Dated: _____

NORTHEAST YOUTH & FAMILY SERVICES

By: 

President/CEO

Its: 

Chair of the Board of Directors

Dated: 12/18/15

Northeast Youth & Family Services
City Participation Figures

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Arden Hills	14,247 1.4% decrease CPI-U @ 6-09	14,247 Same as 2010 no increase	14,674 3% increase from 2011	14,923 1.7% increase CPI-U @ 6-12	15,087 1.1% increase CPI-U @ 6-13	15,404 2.1% increase CPI-U 6-14	15,465 .04% increase CPI-U 6-15

Northeast Youth & Family Services

NYFS services fall into two categories: mental health services and youth development programs. By serving both areas within our agency, we can provide a continuum of care. This has proven beneficial because although mental health and youth development have similar goals, their distinctions also complement each other.

Contracted Services

Mental Health Services:

- *Mental Health Counseling* – licensed mental health staff provide therapy for the emotional health of children, teens and adults.

Youth Development Programs:

- *Youth Diversion* – a coordinated range of services for youth who have committed minor offenses (e.g. shoplifting, chemical/alcohol use, vandalism) to help them focus on positive behavior and prevent recidivism.
- *Senior Chore Program* – youth and other adults complete seasonal and household tasks to help seniors remain independent.

Non Contracted Services

Mental Health Services:

- *Northeast Educational & Therapeutic Services (NETS)* – provides academics and therapy for youth with mental illnesses who can not function in traditional school environments in grades 6-12.
- *REACH Academy* - program run in collaboration with the Mounds View School District that provides academic instruction and therapeutic support to middle and high school youth receiving special education services.

Youth Development Programs:

- *Out of School Time* – underperforming youth receive support to increase grades, explore career and educational opportunities, and develop leadership in the community .



ARDEN HILLS
MEMORANDUM

DATE: January 11, 2016

TO: Honorable Mayor and City Council Members

FROM: Sue Iverson, Interim City Administrator
Director of Finance and Administrative Services

SUBJECT: Adoption of the 2016 City Contribution for Employee Benefits

Background

Each year the City sets the monthly contribution rate for employee benefits.

Discussion

The City contribution rate is currently set by increasing the current contribution by 50% of the increase in premiums for the next year using the lowest cost medical plan at the family level plus dental. There was only modest increases in the medical (6.9%) and dental (2.9%) premiums. In 2015 the employer contribution rate was \$699.61 per month per employee. For 2016 it has been proposed to increase the contribution rate to \$29.01 for all employees with the exception that a maximum contribution to HSA accounts (those dollars that are not used to pay premiums for dental and medical by those choosing single medical) be capped at \$1,650 per employee hired prior to June 29, 2015 and \$500 for those employees hired June 29 or after.

Council Action

Motion to adopt Resolution 2016-003, a Resolution setting the City Contribution to Employee Monthly Benefits at the amount of \$728.62 per month, per employee, with a cap of \$1,650 or \$500 of HSA contributions where applicable.

Attachments:

Attachment A: Resolution 2016-003



**CITY OF ARDEN HILLS
COUNTY OF RAMSEY
STATE OF MINNESOTA**

RESOLUTION NO. 2016-003

**A RESOLUTION APPROVING THE 2016 CITY CONTRIBUTION TO
EMPLOYEE MONTHLY BENEFITS**

WHEREAS, the City Council of Arden Hills does hereby approve the contribution of seven hundred twenty-eight dollars and one cent (\$728.62) per month, per employee toward bargaining unit employees benefits;

WHEREAS, the City Council of Arden Hills does hereby approve the contribution of seven hundred twenty-eight dollars and one cent (\$728.62) per month, per employee toward non-bargaining unit employees benefits;

WHEREAS, the City Council of Arden Hills does hereby approve that those employees selecting single coverage will have their remaining dollars after medical and dental premiums capped at \$1,650 if hired prior to June 29, 2015 and capped at \$500 if hired on June 29, 2015 or after to be deposited in their HSA accounts;

THEREFORE BE IT RESOLVED, that the City Council of Arden Hills does hereby approve the contribution toward bargaining and non-bargaining unit employee benefits as stated above.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF ARDEN HILLS THIS
11th DAY OF JANUARY, 2016.**

David Grant, Mayor

ATTEST:

Amy Dietl, City Clerk



DATE: January 11, 2016

TO: Honorable Mayor and City Councilmembers
Sue Iverson, Acting City Administrator

FROM: Amy Dietl, City Clerk

SUBJECT: Appointment of Dan Erickson as Chair of the Economic Development Commission (EDC)

Background

On December 14, 2015, the City Council accepted the resignation of Steve Heikkila as the Chair of the Economic Development Commission effective January 31, 2016. Chair Heikkila's place of business will be moving out of Arden Hills, and he will be unable to continue his membership on the EDC.

Dan Erickson, an EDC Commissioner since 2009, has agreed to fulfill the role as Chair of the EDC beginning on February 1, 2016. Commissioner Erickson's current term expires December 31, 2017.

Recommendation

It is recommended that the City Council approve Resolution 2016-004 appointing Dan Erickson as Chair of the Economic Development Commission (EDC) effective February 1, 2016 with a term expiration of December 31, 2017.

Attachment

Attachment A: Resolution 2016-004

Attachment A



**CITY OF ARDEN HILLS
COUNTY OF RAMSEY
STATE OF MINNESOTA**

RESOLUTION NO. 2016-004

**A RESOLUTION APPOINTING DAN ERICKSON AS THE
CHAIR OF THE ECONOMIC DEVELOPMENT COMMISSION (EDC)
FOR A TERM EXPIRING DECEMBER 31, 2017.**

WHEREAS, the City Council appoints residents to serve in an advisory capacity to the City Council regarding development and redevelopment in the City of Arden Hills on the Economic Development Commission (EDC).

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

That Dan Erickson is appointed to serve as the Chair of the Economic Development Commission (EDC) effective February 1, 2016 for a term expiring on December 31, 2017.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF ARDEN HILLS THIS 11TH
DAY OF JANUARY 2016.**

DAVID GRANT, MAYOR

ATTEST:

AMY DIETL, CITY CLERK



ARDEN HILLS
MEMORANDUM

DATE: January 11, 2016

TO: Honorable Mayor and City Councilmembers
Sue Iverson, Acting City Administrator/Director of Finance and Admin Services

FROM: Dave Perrault, Finance Analyst

SUBJECT: Lake Johanna Fire Department Capital Expenditures

Budgeted Amount:	Actual Amount:	Funding Source:
\$12,948	\$12,212.05	Public Safety Capital

Background

The City has received five invoices from the Lake Johanna Fire Department (LJFD) for capital expenditures in 2015 (Attachment A). These invoices relate to capital equipment expenditures which were included and approved in the 2015 budget.

The total LJFD budgeted cost for these items was \$52,000 and the actual cost is \$49,044.35. Arden Hills' budget share for these items in the Public Safety Capital account was \$12,948.00 (or 24.9%) and the actual cost is \$12,212.05.

Invoice #522 is for the replacement of supply hoses (General Equipment). The Arden Hills budget for this expenditure was \$2,988. Our actual expenditure is \$3014.60.

Invoice #530 is for the replacement of mobile computers for shift trucks (General Equipment). The Arden Hills budget for this expenditure was \$3,735. Our actual expenditure is \$3,735.

Invoice #531 is for the replacement of station alerting equipment (General Equipment). The Arden Hills budget for this expenditure was \$2,241. Our actual expenditure is \$2,241.

Invoice #534 is for the replacement of coldwater rescue equipment (General Equipment). The Arden Hills budget for this expenditure was \$1,494. Our actual expenditure is \$1,178.77.

Invoice #539 is for tire replacement (General Equipment). The Arden Hills budget for this expenditure was \$2,490. Our actual expenditure is \$2,042.68.

Council Action Requested

1. Motion to approve a payment in the amount of \$12,212.05 to the Lake Johanna Fire Department, which is the City's share of the capital expenditures for the replacement of supply hoses, mobile computers, tire replacement, station alerting equipment, and coldwater rescue equipment.

Attachment

Attachment A: Invoice #522, Invoice #530, Invoice #531, Invoice #534, and Invoice #539.

Lake Johanna Fire Dept. Inc.
 Shoreview, MN 55126
 5545 Lexington Ave. No.

Invoice

Date	Invoice #
12/16/2015	522

Bill To
City of Arden Hills 1245 West Highway 96 Arden Hills, MN 55112

RECEIVED
 DEC 21 2015
 City of Arden Hills

P.O. No.	Terms	Project
Per Capitol Budget	DUE UPON RECIEPT	

Quantity	Description	Rate	Amount
1	Reimbursement of Capital Expense - 2015 Equipment Budget Lines 7,8,9 Supply Hose replacement 100', 2½ 1¼ hose, Nozzles This is 24.9% of the total \$12,106.83. <i>0495 2015 Capital Equipment supply Hose Replacement 412-48120-45800</i>	3,014.60	3,014.60
	THANK YOU!	Total	\$3,014.60

Lake Johanna Fire Dept. Inc.
 Shoreview, MN 55126
 5545 Lexington Ave. No.

Invoice

Date	Invoice #
12/18/2015	530

Bill To
City of Arden Hills 1245 West Highway 96 Arden Hills, MN 55112

RECEIVED

DEC 21 2015

City of Arden Hills

P.O. No.	Terms	Project
Per Capitol Budget	DUE UPON RECIEPT	

Quantity	Description	Rate	Amount
1	Reimbursement of Capital Expense Mobile Computers for Shift Trucks - Line item #5 - 2015 General Equipment Budget This is 24.9% of \$15,000. <i>0495 2015 Capital Equipment Mobile Computers 412-48120-45800</i>	3,735.00	3,735.00
	THANK YOU!	Total	\$3,735.00

Lake Johanna Fire Dept. Inc.
 Shoreview, MN 55126
 5545 Lexington Ave. No.

Invoice

Date	Invoice #
12/18/2015	531

Bill To
City of Arden Hills 1245 West Highway 96 Arden Hills, MN 55112

RECEIVED
 DEC 21 2015
 City of Arden Hills

P.O. No.	Terms	Project
Per Capitol Budget	DUE UPON RECIEPT	

Quantity	Description	Rate	Amount
1	Reimbursement of Capital Expense Station Alerting - Line item #12 - 2015 General Equipment Budget This is 24.9% of \$9,000. <i>0495 2015 Capital Equipment: Station Alerting 412-48120-45800</i>	2,241.00	2,241.00
	THANK YOU!	Total	\$2,241.00

Lake Johanna Fire Dept. Inc.
 Shoreview, MN 55126
 5545 Lexington Ave. No.

Invoice

Date	Invoice #
12/18/2015	534

Bill To
City of Arden Hills 1245 West Highway 96 Arden Hills, MN 55112

RECEIVED
 DEC 21 2015
 City of Arden Hills

P.O. No.	Terms	Project
Per Capitol Budget	DUE UPON RECIEPT	

Quantity	Description	Rate	Amount
1	Reimbursement of Capital Expense Cold Water Rescue Equipment - Line item #14 - 2015 General Equipment Budget This is 24.9% of \$4,734.00. <i>0495 2015 Capital Equipment: Cold Water Rescue Equipment 412-40120-45800</i>	1,178.77	1,178.77
	THANK YOU!	Total	\$1,178.77

Lake Johanna Fire Dept. Inc.
 Shoreview, MN 55126
 5545 Lexington Ave. No.

Invoice

Date	Invoice #
12/18/2015	539

Bill To
City of Arden Hills 1245 West Highway 96 Arden Hills, MN 55112

RECEIVED

DEC 21 2015

City of Arden Hills

P.O. No.	Terms	Project
Per Capitol Budget	DUE UPON RECIEPT	

Quantity	Description	Rate	Amount
1	Reimbursement of Capital Expense Tire Replacement- Line item #2 - 2015 General Equipment Budget This is 24.9% of the total \$8,203.52. <i>0495 2015 Capital Equipment Tire Replacement 412-48120-45800</i>	2,042.68	2,042.68
	THANK YOU!	Total	\$2,042.68



ARDEN HILLS
MEMORANDUM

DATE: January 11, 2016

TO: Honorable Mayor and City Councilmembers

FROM: Sue Iverson, Interim City Administrator
Director of Finance and Administrative Services

SUBJECT: 2016-2017 Union Contract

Background/Discussion

Staff and our representative, Bill Joynes (Midwest Government Advisors), met with the Union Business Agent, Ron Boesel, and the Union employee representative on several occasions. Prior to these meetings staff had met with the Personnel Committee and our representative Bill Joynes to discuss the City's response to the Union's proposal. A meeting was held on December 30, 2015 where we reached a tentative agreement pending approval of the City Council and the Union employees.

The Personnel Committee met on January 4, 2015 to review the contract and recommends approval to the City Council pending Union approval. The contract includes a wage increase in 2016 of 2.5% and in 2017 of 2.75%. No other items were changed except for the wish of the union employees to change their voluntary deduction for the MSRS Health Care Savings Plan (HCSP) percentage contribution based on years of service. This was approved by MSRS and has no impact to City costs or the budget.

Union employees took a vote on January 6, 2016 and accepted the contract.

Recommendation

The Personnel Committee recommends the approval of the 2016-2017 Labor Agreement between the City of Arden Hills and International Union of Operating Engineers Local No. 49, AFL-CIO as presented.

Attachment A

LABOR AGREEMENT
BETWEEN
THE CITY OF ARDEN HILLS
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 49
AFL-CIO

JANUARY 1, 2016 THROUGH DECEMBER 31, 2017

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
I	PURPOSE OF AGREEMENT	1
II	RECOGNITION	1
III	UNION SECURITY	1
IV	EMPLOYER AUTHORITY	2
V	EMPLOYEE RIGHTS/ GRIEVANCE PROCEDURE	2
VI	DEFINITIONS	4
VII	SAVINGS CLAUSE	5
VIII	WORK SCHEDULES	5
IX	OVERTIME PAY	6
X	STANDBY AND CALL BACK	7
XI	LEGAL DEFENSE	7
XII	RIGHT OF SUBCONTRACT	7
XIII	DISCIPLINE AND DISCHARGE	7
XIV	SENIORITY	8
XV	LAY-OFF	8
XVI	PROBATIONARY PERIODS	8
XVII	SAFETY	8
XVIII	JOB POSTING	8
XIX	PERSONAL TIME OFF CONVERSION.....	9
XX	FUNERAL LEAVE	9
XXI	PERSONAL TIME OFF (PTO).....	9
XXII	GROUP INSURANCE	10
XXIII	HOLIDAYS	11
XXIV	UNIFORM ALLOWANCE	11
XXV	MILEAGE REIMBURSEMENT FOR TRAINING	11
XXVI	INJURY ON DUTY	12
XXVII	UNUSED SICK LEAVE PAY	12
XXVIII	WAIVER	12
XXIX	CENTRAL PENSION FUND.....	13
XXX	POST EMPLOYMENT HEALTH CARE SAVINGS PLAN..	13
XXXI	DURATION	14
	SIGNATURES	14
	APPENDIX A – WAGES AND CLASSIFICATIONS, LICENSE PAY INCENTIVE	15
	COMMERCIAL DRIVERS LICENSE, LETTER OF UNDERSTANDING.....	17
	CELEBRATING ARDEN HILLS EVENT, LETTER OF UNDERSTANDING.....	18

LABOR AGREEMENT
Between
CITY OF ARDEN HILLS
And
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 49

ARTICLE I – PURPOSE OF AGREEMENT

THIS AGREEMENT is entered into between the CITY OF ARDEN HILLS, hereinafter called the EMPLOYER, and LOCAL NO. 49, INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, hereinafter called the UNION.

The intent and purpose of this AGREEMENT is to:

- 1.1 Establish certain hours, wages, and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT’S interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties’ agreement upon terms and conditions of employment for the duration of the AGREEMENT.

The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties’ recognize this AGREEMENT as a pledge of this dedication.

ARTICLE II – RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative for all job classifications included herein whose employment services exceed the lesser of fourteen (14) hours per week, or thirty-five percent (35%) of the normal work week, and more than sixty-seven (67) work days per year, excluding supervisory, confidential and all other employees.

ARTICLE III – UNION SECURITY

In recognition of the UNION as the exclusive representative, the EMPLOYER shall:

- 3.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing in writing such deduction, and
- 3.2 Remit such deduction to the appropriate designated officer of the UNION.

- 3.3 Provide or designate a bulletin board, or a portion thereof, for posting of notices of UNION affairs.
- 3.4 The UNION may designate one employee from the bargaining unit to act as Steward, and shall inform the EMPLOYER in writing of such choice.
- 3.5 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE IV – EMPLOYER AUTHORITY

- 4.1 The UNION recognizes the prerogative of the EMPLOYER to operate and manage its affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities including municipality personnel policies and work rules.
- 4.2 The prerogatives and authority which the EMPLOYER has not officially abridged, delegated or modified by the AGREEMENT are retained by the EMPLOYER.

ARTICLE V – EMPLOYEE RIGHTS/ GRIEVANCE PROCEDURE

5.1 Definition of a Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

5.2 Union Representatives

The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated.

5.3 Processing of a Grievance

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the UNION representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours, provided the employee and the UNION representative have notified and received approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

5.4 Procedure

Grievances, as defined by Section 5.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within ten (10) calendar days after such alleged

violation has occurred, present such grievance to the employee's supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the EMPLOYER'S final answer in Step 4. Any grievance not appealed in writing to Step 5 by the UNION within ten (10) calendar days shall be considered waived.

Step 5. A grievance unresolved in Step 4 and appealed to Step 5 shall be submitted to arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by mutual agreement of the EMPLOYER and the UNION within seven (7) calendar days after the request for such action. If the parties fail to mutually agree upon an arbitrator within the said seven (7) day period, either party may request the Director, Bureau of Mediation Services, to provide a panel of five (5) arbitrators. Both the EMPLOYER and the UNION shall have the right to strike two (2) names from panel. The party requesting arbitration shall strike the first name, the other party shall then strike one (1) name and the process will be repeated and the remaining person shall be the arbitrator. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall be requested to issue a decision within thirty (30) calendar days after the close of the record unless the parties mutually agree to an extension.

5.5 **Arbitrator's Authority**

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way, the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to any extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

5.6 **Waiver**

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION.

ARTICLE VI – DEFINITIONS

6.1 **UNION**

The International Union of Operating Engineers, Local No. 49, AFL-CIO.

6.2 **EMPLOYER**

The City of Arden Hills, Ramsey County, Minnesota, a Minnesota municipal corporation.

6.3 **UNION MEMBER**

A member of the International Union of Operating Engineers, Local No. 49, AFL-CIO.

6.4 **EMPLOYEE**

A member of the exclusively recognized bargaining unit.

6.5 **BASE PAY RATE**

The employee's hourly pay rate exclusive of longevity or any other special allowance.

6.6 **SENIORITY**

Length of continuous service in any of the job classifications covered by ARTICLE II – RECOGNITION. Employees who are promoted from a job classification covered by this AGREEMENT and return to a job classification covered by this AGREEMENT shall have their seniority calculated on the length of service under this AGREEMENT for purposes of promotion, transfer, and lay off and total length of service with the EMPLOYER for other benefits under this AGREEMENT.

6.7 STEWARD

Employee whose responsibilities are limited to receiving complaints from its members of violations of the AGREEMENT, checking status of membership in the unit, reporting safety problems and service as a communication link.

6.8 OVERTIME

Work performed at the express authorization of the EMPLOYER in excess of either eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period.

6.9 HOLIDAY OVERTIME

Employees required to work on an observed Holiday (refer to Article XXIII) shall be compensated one and one-half (1.5) times their base hourly pay rate for each hour worked. Employees required to work on the actual holiday shall be compensated two (2) times their base hourly pay rate for each hour worked.

6.10 CALL BACK

Return of an employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.

ARTICLE VII – SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of Arden Hills. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be void. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE VIII – WORK SCHEDULES

8.1 The EMPLOYER has the sole authority in the preparation of work schedules. The normal work day for an employee shall be eight (8) hours. The normal work week shall be forty (40) hours.

8.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal work day or week. The EMPLOYER shall give at least two (2) working days advance notice to the employees affected by the establishment of work days different from the employee's normal work day or week. The EMPLOYER will first ask for volunteers to staff these changes to the normal work week or day. If there are not enough volunteers to fill the shift change, the EMPLOYER will assign personnel to fill the shift based on seniority. Those employees with the least seniority will be assigned first until all shifts are assigned.

8.3 The employees shall be allowed one coffee break in the morning of thirty (30) minutes in duration, inclusive of driving time to and from the Public Works building if required, and no coffee break in the afternoon. They shall be allowed a lunch period of thirty (30) minutes for which they will receive no pay.

The thirty (30) minutes unpaid lunch break will exclude driving time to and from the work site to the City garage. This driving time will be limited to driving to and from the City garage and the work site(s); interim stops will not be permitted.

It is understood that the EMPLOYER or designated representative may require that the thirty (30) minutes unpaid lunch break be taken at the work site when warranted for reasons of business necessity.

- 8.4 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day be scheduled to work more than eight (8) hours; however, each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent the employee from so working.
- 8.5 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.
- 8.6 No involuntary time off without pay (temporary lay-off) will be implemented for regular employees while temporary or part-time employees are on the payroll, with the exception of the employee doing janitorial work at City Hall and the "On the Job Training" students.
- 8.7 In the event that the EMPLOYER initiates a temporary interruption in employment the EMPLOYER may provide employees in the affected unit an opportunity to voluntarily request leaves of absence without pay. Such temporary interruptions in employment shall not be considered a lay-off. While on unpaid leave of absence due to temporary interruption in employment the employee will continue to accrue seniority.

ARTICLE IX – OVERTIME PAY

- 9.1 For the purposes of determining overtime pay, each day will be the twenty-four (24) hour period beginning at 12:01 a.m. and ending at midnight, while each week will be the seven (7) day period beginning on Saturday and ending on Friday.
- 9.2 Hours worked in excess of eight (8) within a twenty-four (24) hour period (except for shift changes) or more than forty (40) within a seven (7) day period will be compensated for at one and one-half (1-1/2) times the employee's regular base pay. All hours worked on an actual holiday will be compensated for at two (2) times the employee's regular base pay. (Refer to definitions found in Article VI, section 6.9) For purposes of this section, "hours worked" shall include hours designated as holiday, personal time off, or compensatory time-off.
- 9.3 At the discretion of the EMPLOYER, an employee may receive compensatory time off in lieu of overtime pay at the rate of one and one-half (1-1/2) times the employee's regular base pay or two (2) times the employee's regular base pay for hours worked on an actual holiday, or be paid for overtime worked.
- 9.4 Maximum compensatory time accumulated shall not exceed forty (40) hours. If the maximum is exceeded, the employee will receive overtime pay to reduce the accumulation to the maximum allowed.

ARTICLE X – STANDBY AND CALL BACK

- 10.1 The EMPLOYER will establish a seven (7) day rotating schedule of standby assignments. The employee on standby status will be available during that period for call back and the EMPLOYER will call that employee first should any call back be necessary. The employee will be paid one (1) hour at time and one-half the regular rate of pay for that employee for standby on weekdays. The employee will be paid two (2) hours at time and one-half the regular rate of pay for that employee for standby on weekends and observed holidays.
- 10.2 At the discretion of the EMPLOYER, an employee may receive compensatory time off in lieu of standby pay or be paid on the basis of one and one-half (1-1/2) hours compensatory time off for each twenty-four (24) hour period on standby status Monday through Friday; three (3) hours compensatory time off for each twenty-four (24) hour period on standby status on weekends and those dates recognized by the EMPLOYER as observed holidays. Such compensatory time accumulation shall be part of the maximum allowed under Section 9.4.
- 10.3 An employee called in for work at a time other than the employee's normal scheduled shift will be compensated for a minimum of two (2) hours' pay at one and one-half (1-1/2) times the employee's base pay rate, or two times the base rate on the actual holiday. Special weekend and holiday schedules for lift checking shall be treated as call backs.
- 10.4 Special weekend and holiday schedules for lift station checking shall be treated as a call back.

ARTICLE XI – LEGAL DEFENSE

- 11.1 Employees involved in litigation because of negligence, ignorance of laws, non-observance of laws, or as a result of employee judgmental decision shall not receive legal defense by the City.
- 11.2 Except as provided in Section 11.1 hereof, any employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of employment, when such act is performed in good faith and under direct order of the supervisor, shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee in defending against such charge.

ARTICLE XII – RIGHT OF SUBCONTRACT

- 12.1 Nothing contained in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by employees covered by this AGREEMENT.

ARTICLE XIII – DISCIPLINE AND DISCHARGE

- 13.1 The EMPLOYER retains the sole right to discipline and discharge employees.

ARTICLE XIV – SENIORITY

- 14.1 Seniority will be the determining criterion for transfers, promotions and lay-offs only when all other qualification factors are equal.

ARTICLE XV – LAY-OFF

- 15.1 If a lay-off is deemed necessary by the EMPLOYER, the affected employees will be notified in writing at least four (4) weeks prior to the effective date.

ARTICLE XVI – PROBATIONARY PERIODS

- 16.1 All newly hired or rehired employees will serve a minimum of six (6) months probationary period. If the EMPLOYER extends the initial probationary period beyond six (6) months, the employee's base pay rate will not change until the employee has successfully completed the designated probationary period. The extended probationary period will not exceed three (3) months.
- 16.2 An employee will serve a probationary period in any job classification for which the employee has not served one previously.
- 16.3 At any time during the probationary period, the probationary employee may be discharged at the sole discretion of the EMPLOYER.
- 16.4 At any time during the probationary period, a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the EMPLOYER.
- 16.5 At least three (3) weeks prior to the completion of the probationary period, the City Administrator/Clerk shall review the performance of the probationary employee, and notify the Council of the City Administrator/Clerk's recommendations. The matter shall be placed on the Council agenda for the next regular meeting, at which time the Council shall consider the recommendation and make a determination as to whether the employee shall be terminated at the end of the probationary period. If the employee is not to be continued beyond the end of the probationary period, the employee shall be so notified before the end of such period.

ARTICLE XVII – SAFETY

- 17.1 The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

ARTICLE XVIII – JOB POSTING

- 18.1 The EMPLOYER and the UNION agree that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within provided that applicants:

- 18.11 have the necessary qualifications to meet the standards of the job vacancy; and
- 18.12 Have the ability to perform the duties and responsibilities of the job vacancy.
- 18.2 Employees filling a higher job class based on the provisions of this Article, shall be subject to the conditions of ARTICLE XVI, "PROBATIONARY PERIODS".
- 18.3 The EMPLOYER has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities, and experience.
- 18.4 Job vacancies within the designated bargaining unit will be posted for five (5) work days so that members of the bargaining unit can be considered for such vacancies.

ARTICLE XIX – PERSONAL TIME OFF CONVERSION

- 19.1 All employees hired before June 29, 2002, will convert their current sick leave accrued hours to Personal Time Off (PTO). The conversion will be calculated by adding current accrued sick leave and current accrued vacation and subtracting two hundred forty hours (240) as PTO. The remainder of the sick leave will be added to the "Bank". "Bank" is defined as accrued hours which may be used only when the employee qualifies under Short Term Disability, Long-Term Disability or when accrued PTO is exhausted. For allowed accruals over the maximum refer to Article XXI, section 21.3.

ARTICLE XX – FUNERAL LEAVE

- 20.1 Each employee shall be entitled to three (3) paid days of funeral leave for a death in the immediate family of the employee.
- 20.2 "Immediate family" shall mean an employee's spouse, children, siblings, parents, grandparents, aunts, uncles, nephews, nieces, in-laws or grandchildren.

ARTICLE XXI – PERSONAL TIME OFF (PTO)

- 21.1 Personal Time Off (PTO) is authorized absence from duty.

Employees working an average of 40 hours per week on an annual basis are eligible for Personal Time Off. Employees may not use Personal Time Off until successful completion of their probationary period, although Personal Time Off accumulates during this time.

The following chart provides information regarding Personal Time Off. Years of service are calculated from the anniversary date of employment.

PERSONAL TIME OFF SCHEDULE

<u>Completed years of Service</u>	<u>Personal Time</u>
0 – 5 Years	7 hours bi-weekly
6 – 10 Years	9 hours bi-weekly
After 10 Years	10 hours bi-weekly

Benefit year for Personal Time Off is March 1st through February 28th. A maximum of 240 hours of Personal Time Off may be carried over from benefit year to benefit year. Carryover beyond 240 hours of Personal Time Off will only be made in accordance with Section 21.3 or under special circumstances with approval from the City Administrator.

Any employee leaving the service of the City in good standing will be compensated 100% for Personal Time Off up to 240 hours or amount allowed in Section 21.3 accrued to the day of separation provided said employee has served at least twelve (12) consecutive months prior to separation. Such pay for accumulated Personal Time Off will be at the same rate as the hourly rate of the employee's base salary. Personal Time Off may not be used to extend an employee's actual termination date.

When a paid holiday falls on a working day during an employee's Personal Time Off, the day of the holiday will not be counted as a day of Personal Time Off.

One (1) day of Personal Time Off shall equal eight (8) hours for full-time employees.

21.2 Personal Time Off may not be used by an employee until the end of the employee's probationary period.

21.3 A regular employee cannot carry into the next year more accrued PTO benefits than forty (40) hours in excess of the maximum of two hundred forty (240) hours.

In unusual or extenuating circumstances in order to accomplish the work programs of the EMPLOYER, the employee may be allowed to carry accrued, unused PTO beyond two-hundred eighty (280) hours into the next benefit year with the prior approval of the Department Head.

21.4 All requests for PTO of five (5) or more consecutive work days shall be submitted by April 1st of each year, and posted for five (5) consecutive work days. In case of any conflict for a preferred PTO period(s), the senior employee will be given preference. Any PTO requests of less than five (5) consecutive work days that are submitted more than four (4) weeks in advance shall be posted for three (3) work days. Any conflicts in scheduling shall be resolved by seniority. Any PTO requests which are not posted shall be considered on a "first come, first served" basis.

ARTICLE XXII – GROUP INSURANCE

22.1 Effective January 1, 2013, the EMPLOYER will contribute the same contribution as approved for non-union employees to the Operating Engineers, Local 49 Health and Welfare Administrators for Group Health and Dental Insurance.

Employees may participate, at their own expense, in additional life, short-term, and long-term disability insurance as add-ons to City sponsored plans approved under the EMPLOYER'S current insurance provider.

22.2 In the event that an employee resigns, retires, or is otherwise separated from employment for any reason, the EMPLOYER will deduct from the employee's final paycheck the EMPLOYER-paid portion of the group insurance premium for the remainder of the quarter following the employee's date of separation from employment.

22.3 It is understood that the EMPLOYER'S only obligation is to pay the EMPLOYER contribution for group insurance premiums as agreed to herein. The EMPLOYER is not liable for claims as a result of a denial of insurance benefits by an insurance carrier.

ARTICLE XXIII – HOLIDAYS

23.1 The EMPLOYER will provide twelve (12) paid holidays as follows:

<u>Holiday</u>	<u>Observance Day</u>
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	Fourth Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25
New Year's Eve Day	December 31

23.2 In the event that New Year's Day, Independence Day, Veteran's Day, or Christmas Day fall on a Sunday, the following Monday shall be a paid holiday. If any of the preceding holidays fall on a Saturday, the preceding Friday shall be a paid holiday.

23.3 Employees required to work on a designated holiday shall be compensated one and one-half (1.5) times their base hourly pay rate for each hour worked, plus Holiday pay. Employees required to work on the actual holiday shall be compensated two (2) times their base hourly pay rate for each hour worked plus holiday pay if the actual holiday qualifies for holiday pay in section 23.1.

ARTICLE XXIV – UNIFORM ALLOWANCE

24.1 The EMPLOYER shall provide each employee with an annual uniform allowance of two hundred seventy-five dollars (\$275).

24.2 Employees shall purchase uniforms and jackets from the same vendor semi-annually, not to exceed the maximum allowance.

24.3 Receipts are required for all items purchased.

ARTICLE XXV – MILEAGE REIMBURSEMENT FOR TRAINING

25.1 An employee must have the prior approval of the Public Works Superintendent to attend training to enhance job-related knowledge and skills.

25.2 An employee using a privately owned vehicle to travel to and from the location of approved training will receive mileage reimbursement at the federal rate which is adopted by the EMPLOYER annually.

ARTICLE XXVI – INJURY ON DUTY

- 26.1 If an injury on duty results in an employee missing work, the EMPLOYER will pay the employee's regular base pay rate. The amount paid by the Worker's Compensation Insurance will be turned over by the employee to the EMPLOYER.
- 26.2 This injury on duty benefit would be provided up to a maximum of twenty-six (26) days.
- 26.3 No Personal Time Off shall be charged for payment of this benefit

ARTICLE XXVII – UNUSED SICK LEAVE PAY

- 27.1 Regular full-time employees who have completed ten (10) or more years of continuous service with the EMPLOYER and who leave in good standing, will receive 33-1/3% of unused, accumulated sick leave upon their separation. Regular full-time employees who have completed twenty (20) or more years of continuous service with the EMPLOYER and who leave in good standing, will receive 50% of unused, accumulated sick leave upon their separation. To qualify for this benefit an employee must have an established sick leave bank resulting from the conversion to the PTO program. (Refer to Article XXIX section 19.1.) Any benefit paid under this Article shall be paid into the employee's Post-Employment Health Care Savings Plan (Refer to Article XXX section 30.4).

ARTICLE XXVIII – WAIVER

- 28.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.
- 28.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT, or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE XXIX – CENTRAL PENSION FUND

The EMPLOYER and the UNION agree that an amount designated herein that would otherwise be paid in salary or wages will be contributed instead to the Central Pension Fund (CPF) as pre-tax employer contributions. A pension contribution of ninety-six cents (\$0.96) per hour will be made for each employee, for a maximum of two thousand eighty hours (2080) per calendar year. The hourly contribution rate will be applied to every hour compensated (ie. Hours worked, PTO, and holidays) except for overtime hours worked. The EMPLOYER shall deduct seventy-six dollars and eighty cents (\$76.80) every eight (80) hour pay period.

The EMPLOYER shall pay this contribution directly to the IUOE Central Pension Fund. The UNION agrees to indemnify and hold the EMPLOYER, its Officers, Agents, and employees harmless against any claims, suits, orders or judgments, brought against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER on the specific provisions of this Article. This “hold harmless” clause does not hold the EMPLOYER harmless for failing to transfer the agreed contributions to the IUOE Central Pension Fund.

It is agreed that for purposes of determining future wage rates, the EMPLOYER shall first restore the amount of the wage reduction, which is currently the CPF contribution rate of \$0.96 per hour, then apply the applicable wage multiplier, then reduce the revised wage by the CPF contribution rate. It is further agreed that for purposes of calculating overtime compensation the EMPLOYER shall first restore the amount of the wage reduction (\$0.96/ hr.) then apply the applicable 1.5 or 2.0 wage multiplier required under the Fair Labor Standards Act and the collective bargaining agreement, then pay the resulting amount for overtime worked.

The contribution of \$0.96 per hour prevents an employee’s annual CPF contributions from exceeding \$2,000.00 in a year and therefore complies with limitations set forth under Minnesota Statute § 356.24, sub. 1(9) as amended in 2002. The CPF Plan of Benefits and the Agreement and Declaration of Trust will serve as the governing documents. The CPF is a supplemental Pension Fund authorized by Minnesota Statutes, 356.24, subdivision 1(9).

ARTICLE XXX – POST EMPLOYMENT HEALTH CARE SAVINGS PLAN

- 30.1 The City of Arden Hills Local 49ers employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents.
- 30.2 All funds collected by the EMPLOYER (City of Arden Hills) on the behalf of the employee (Public Works Local 49ers) will be deposited into the employee's Post Employment Health Care Savings Plan Account through Minnesota State Retirement System.
- 30.3 All employees with 0 years to 5 years of service shall contribute 2% of pay.
All employees with 5 or more years of service shall contribute 4% of pay.
- 30.4 The EMPLOYER has agreed to contribute payroll deductions to the Post Employment Health Care Savings Plan (HCSP) with Minnesota State Retirement Systems as described below:
 - A. All City of Arden Hills Public Works Local 49ers employees who are eligible for the unused sick leave severance payout, outlined in Article XXVII section 27.1 of the contract, will contribute to the Post Employment Health Care Savings Plan as described below:

- All employees who have an eligible sick leave balance upon separation shall have 100% of those eligible hours converted into cash, and the dollars shall be deposited into their Post-Employment Health Care Savings Account (HCSP) on their final check.
- B. All City of Arden Hills Public Works Local 49ers employees who are eligible for the unused Personal Time Off (PTO) severance payout, outlined in Article XXI section 21.1 of the contract, will contribute to the Post Employment Health Care Savings Plan as described below:
- All employees who have an eligible vacation (PTO) leave balance upon leaving the City of Arden Hills shall have 100% of those hours converted into cash and deposited into their Post-Employment Health Care Savings Account (HCSP) on their final check.
- C. In the event of the employees death, any payments owed to this employee by the City of Arden Hills, may not be contributed into the Post-Employment Health Care Savings Account (HCSP). Upon death of the employee, all payments owed to this employee will be paid to the employees beneficiaries.

ARTICLE XXXI – DURATION

This AGREEMENT shall be effective as of the date of its signing and shall remain in full force and effect January 1, 2016 through December 31, 2017. It shall continue in full force and effect from year-to-year, unless terminated or renegotiated in the manner provided by the Public Employment Labor Relations Act of 1971, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____, 2016

CITY OF ARDEN HILLS

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 49

By _____
Mayor

By _____
Business Manager/Financial Secretary

By _____
City Administrator

By _____
Area Business Representative

By _____
Union Steward

Appendix A

WAGES AND CLASSIFICATIONS

- A. Effective at the signing of this contract, the following wage schedule will be in effect for Public Works Maintenance Worker, effective January 1 of each year:

		<u>2016</u>	<u>2017</u>
Start	\$	18.97	19.49
Six (6) Months	\$	20.25	20.81
One (1) Year	\$	21.54	22.13
Two (2) Years	\$	24.10	24.76
Three (3) Years	\$	26.63	27.36

Wages for 2008 included a one-time \$0.48 hour market adjustment. In 2005 wages included a one-time roll-in of \$0.20/hour in recognition of the requirement for a Class D Systems Operator's License, and a Class SD Wastewater Systems Operator's License or a Class SC Wastewater Systems Operator's License.

B. New Employees

- B-1 A newly-hired employee shall be paid a starting base pay rate as determined by the EMPLOYER. This starting base pay rate must be equal to at least seventy percent (70%) of the top base pay rate for the Public Works Maintenance Worker Classification.
- B-2 The base pay rate of a newly-hired employee who has successfully completed the probationary period shall be increased at the discretion of the EMPLOYER to at least seventy-five percent (75%) of the top base pay rate for the Public Works Maintenance Worker Classification.
- B-3 After the first year of employment, the employee's base pay rate shall be increased at the discretion of the EMPLOYER to a base pay rate which is equal to at least eighty percent (80%) of the top base pay rate for the Public Works Maintenance Worker Classification.
- B-4 After the second year of employment, the employee's base pay rate shall be increased at the discretion of the EMPLOYER to a base pay rate which is equal to at least ninety percent (90%) of the top base pay rate for the Public Works Maintenance Worker Classification.
- B-5 The new base pay rates provided under B-2, B-3 and B-4 shall not exceed base pay rates paid to current regular employees in the Public Works Maintenance Worker Classification.
- B-6 After the third year of employment, the employee's base pay rate shall be increased to the top base pay for the Public Works Maintenance Worker Classification.

- C. Employees employed by the EMPLOYER on a temporary basis for no more than nine

hundred-sixty hours (960) per calendar year, either in a full-time or part-time capacity, will be paid at an hourly rate as determined by the EMPLOYER for the term of their employment. Such employees will not be eligible for any rights or benefits under this AGREEMENT, including Article V, "Employee Rights/ Grievance Procedure".

D. License Pay Incentive

Any employee who has or completes training for and receives from the Minnesota Department of Transportation Certification as a Minnesota Commercial Vehicle Inspector, or receives from the State of Minnesota Certification as both a Tree and Weed Inspector shall receive an hourly incentive of \$0.10/hour to their base wage.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF ARDEN HILLS, MN
AND
I.U.O.U., LOCAL 49**

Commercial Driver's License

The purpose of this Memorandum of Understanding is to assist both Labor and Management in applying the new rules for Commercial Drivers License (CDL) holders. The following conditions will apply to no more than one (1) Public Works employee with fifteen (15) years of service or more in the Local 49 Bargaining Unit at any given time, and allows only one revocation per person.

1. If an employee temporarily loses his/her driver's license and CDL, the employee must obtain a valid work permit that allows them to drive non-commercial vehicles during work hours. An employee that has no valid license may be required to use paid leave until they are able to obtain a valid work permit. An employee who does not obtain a drivers license within ninety (90) days will be terminated.
2. In the opinion of the Department Head, there must be sufficient bargaining unit work that does not require a CDL and the impacted employee shall possess the skills and abilities to successfully undertake those tasks.
3. If there is sufficient work, the Employer will accommodate an employee who temporarily loses his/her CDL license for a period not to exceed one (1) year. The one (1) year period begins as of the date of his/her license revocation. If the employee does not have their CDL reinstated within one (1) year, the employee will be terminated.
4. If the temporary loss of a driver's license is the result of an alcohol-related offense, the employee will be required to comply with the recommendations of a Substance Abuse Professional. Proof of compliance with the Substance Abuse Professional recommendations will be provided to the Employer.
5. This agreement applies to driving violations outside the work place. This agreement does not include positive test results from the Department of Transportation's required random testing.
6. A twenty-five percent (25%) decrease in pay will begin as of the revocation date. Any lost wages during the revocation of the employee's drivers license/CDL will not be reimbursed regardless of the outcome of any subsequent contesting of the revocation.

This Memorandum of Understanding will remain in effect from January 1, 2016 through December 31, 2017. As of January 1, 2016 the Letter may be eliminated at the request of either party.

FOR CITY OF ARDEN HILLS

FOR IUOE, LOCAL NO. 49

By _____

By _____

By _____

By _____

By _____

By _____

Dated _____

Dated _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF ARDEN HILLS, MN
AND
I.U.O.U., LOCAL 49**

Celebrating Arden Hills

WHEREAS, every year the City of Arden Hills holds its annual City festival, “Celebrating Arden Hills”; and

WHEREAS, it is necessary for the success of this event that City employees work a shift during the event; and

WHEREAS, the Public Works employees of the City of Arden Hills are required to work at least one shift a this annual event, which is held on a Saturday in September each year; and

WHEREAS, the City desires to clearly state the work requirements as they relate to this event.

THEREFORE, this Memorandum of Understanding is written to summarize the City and bargaining unit’s expectations regarding the “Celebrating Arden Hills” event:

- All employees are required to work at least one assigned shift during the festival;
- In return for time worked, to the extent that it is outside normal work hours, the employees may be compensated for time worked at
 - One and one-half times the normal rate of pay; or
 - Accrual of compensatory time at one and one-half times the normal rate of pay; or
 - The group as a whole may desire to arrange a set amount of time off as a group, as agreed upon between the union and the City Administrator.

This Memorandum of Understanding will remain in effect from January 1, 2016 through December 31, 2017. As of January 1, 2016 the Letter may be eliminated at the request of either party.

FOR CITY OF ARDEN HILLS

FOR IUOE, LOCAL NO. 49

By _____

By _____

By _____

By _____

By _____

By _____

Dated _____

Dated _____



DATE: January 11, 2016

TO: City Councilmembers
Sue Iverson, Acting City Administrator

FROM: Mayor Grant

SUBJECT: Rice Creek Commons (TCAAP) Development Discussion Opportunity for Residents

Discussion

Under this Public Hearing, citizens have an opportunity to discuss ideas regarding Rice Creek Commons (TCAAP) development.