

LAUDERDALE CITY COUNCIL MEETING AGENDA
7:30 P.M. TUESDAY, JUNE 12, 2018
LAUDERDALE CITY HALL, 1891 WALNUT STREET

The City Council is meeting as a legislative body to conduct the business of the City according to Robert's Rules of Order and the Standing Rules of Order and Business of the City Council. Unless so ordered by the Mayor, citizen participation is limited to the times indicated and always within the prescribed rules of conduct for public input at meetings.

1. **CALL THE MEETING TO ORDER**
 2. **ROLL CALL**
 3. **APPROVALS**
 - a. Agenda
 - b. Minutes of the May 22, 2018 City Council Meeting
 - c. Claims Totaling \$97,665.44
 4. **CONSENT**
 - a. April Financial Report
 - b. Employee Step Increases
 - c. Liquor License for Day in the Park
 - d. Performance Agreement with Dawn Tanner for June Farmers Market
 5. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
 6. **INFORMATIONAL PRESENTATIONS / REPORTS**
 - a. Metropolitan Council Chair Alene Tchourumoff and District 10 Representative Marie McCarthy
 - b. City Council Updates
 - c. Farmers Market Update
 7. **PUBLIC HEARINGS**
- Public hearings are conducted so that the public affected by a proposal may have input into the decision. During hearings all affected residents will be given an opportunity to speak pursuant to the Robert's Rules of Order and the standing rules of order and business of the City Council.
8. **DISCUSSION / ACTION ITEM**
 - a. Lot Division of 1937 Eustis Street
 - b. Fire Department Use of 1795 Eustis Street
 - c. Purchase Agreement for 1825 Eustis Street
 - d. Jurisdictional Transfer of Eustis Street and Roselawn Avenue
 - e. Geotechnical Proposals for Eustis Street and Roselawn Avenue
 9. **ITEMS REMOVED FROM THE CONSENT AGENDA**
 10. **ADDITIONAL ITEMS**
 11. **SET AGENDA FOR NEXT MEETING**

- a. May Financial Report
- b. Rental Housing License for 1772 Pleasant Street

12. WORK SESSION

- a. Opportunity for the Public to Address the City Council

Any member of the public may speak at this time on any item not on the agenda. In consideration for the public attending the meeting, this portion of the meeting will be limited to fifteen (15) minutes. Individuals are requested to limit their comments to four (4) minutes or less. If the majority of the Council determines that additional time on a specific issue is warranted, then discussion on that issue shall be continued at the end of the agenda. Before addressing the City Council, members of the public are asked to step up to the microphone, give their name, address, and state the subject to be discussed. All remarks shall be addressed to the Council as a whole and not to any member thereof. No person other than members of the Council and the person having the floor shall be permitted to enter any discussion without permission of the presiding officer.

Your participation, as prescribed by the Robert's Rules of Order and the standing rules of order and business of the City Council, is welcomed and your cooperation is greatly appreciated.

- b. Settling of Insurance Claim for 2430 Larpenteur Avenue
- c. Invasive Species Management Plan Proposal
- d. Community Development Update

13. ADJOURNMENT

LAUDERDALE CITY COUNCIL
MEETING MINUTES
Lauderdale City Hall
1891 Walnut Street
Lauderdale, MN 55113

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May 22, 2018

Roll Call

Mayor Gaasch called the Regular City Council meeting to order at 7:30 p.m.

Councilors present: Jeff Dains, Andi Moffatt, Roxanne Grove, Kelly Dolphin, and Mayor Mary Gaasch.

Councilors absent: None.

Staff present: Heather Butkowski, City Administrator; Jim Bownik, Assistant to the City Administrator; and Miles Cline, Deputy City Clerk.

Approvals

Mayor Gaasch asked if there were any additions to the meeting agenda. Butkowski stated that Kathy Lurfald would like to say a few words about the Lauderdale School tours during the Informational Presentations/Reports. There being nothing else, Councilor Grove moved and seconded by Councilor Dolphin to approve the agenda as amended. Motion carried unanimously.

Mayor Gaasch asked if there were any changes to the meeting minutes. There being none, Councilor Dains moved and seconded by Councilor Grove to approve the minutes of the May 8, 2018, city council meeting. Motion carried unanimously.

Mayor Gaasch asked if there were any questions on the claims. There being none, Councilor Grove moved and seconded by Councilor Dains to approve the claims totaling \$19,433.38. Motion carried unanimously.

Informational Presentations/Reports

A. Fire Department Annual Report, Fire Chief Rich Hinrichs

Fire Chief Hinrichs provided the Council a summary of the Falcon Heights Fire Department activities and incidents for the 2017 calendar year. He presented an overview of the budget, equipment needs, service calls, training, and events throughout the year, and answered questions from the Council at the conclusion of his presentation.

B. City Council Updates

Mayor Gaasch shared that she attended the Regional Council of Mayors meeting where affordable housing was the main topic of discussion.

C. Recap of Lauderdale School Tour

Kathy Lurfald, 1724 Carl Street, approached the Council. She discussed sharing memories and vintage memorabilia during the school tour and stated that the event was a great success.

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Lauderdale City Hall
1891 Walnut Street
Lauderdale, MN 55113

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May 22, 2018

Public Hearings

A. Comprehensive Plan Public Hearing

Jennifer Haskamp of Swanson Haskamp Consulting approached the Council to discuss the draft Comprehensive Plan. After the public hearing, the Plan will be distributed to Lauderdale's neighboring jurisdictions as they have six months to review the Plan. Thereafter, the Plan will be submitted to the Metropolitan Council for their review on its conformance with their Thrive MSP 2040 Plan. Finally, the Plan will come back to the City Council for adoption.

Mayor Gaasch opened the floor at 8:43 p.m. to anyone in attendance who wanted to address the Council on this matter.

Steve Ahlgren, 1563 Fulham Street, addressed the Council. He expressed his concern over the possible development of the land owned by Luther Seminary known as "Breck Woods." He said he felt the City should purchase a right of first refusal for the property from Luther Seminary.

John Murray, 1855 Malvern Street, approached the Council. He stated that he has lived in Lauderdale for 11 years and plans to continue living in the community with his family. His expressed concerns over the land use designation for 1795 Eustis Street in the draft Comprehensive Plan. He does not want to see that land turn into a high rise building.

Cynthia Ahlgren, 1563 Fulham Street, addressed the Council regarding the Comprehensive Plan. She noted the significance of Luther Seminary's undeveloped land in Lauderdale as it was once part of the Mississippi River valley and has ecological value. She said she felt the need to be a voice for nature.

Mayor Gaasch closed the floor at 8:53 p.m.

The Council discussed the feedback and next steps in the process. Jennifer Haskamp said the plan would be distributed to neighboring jurisdictions shortly. Ideally, they will not take the entire six month review window they are allotted.

Councilor Dolphin moved to direct staff to distribute the draft Comprehensive Plan to neighboring jurisdictions for their review. The motion was seconded by Councilor Grove. The motion carried unanimously.

Discussion/Action Items

A. Jurisdictional Transfer of Eustis Street and Roselawn Avenue

Butkowski informed the Council that negotiations regarding the transfer of Eustis Street and Roselawn Avenue have resumed with the return of the Ramsey County Engineer working on the project. Kellie Schlegel of Stantec approached the Council to answer questions on the matter.

LAUDERDALE CITY COUNCIL
MEETING MINUTES
Lauderdale City Hall
1891 Walnut Street
Lauderdale, MN 55113

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May 22, 2018

Ramsey County has made some concessions to help the process along including not conditioning the agreement on the transfer of Eustis Street south of Larpenteur Avenue. Staff asked the City's financial advisor to run modeling based on the new financial offer. Those numbers are expected for the next meeting.

Set Agenda for Next Meeting

Administrator Butkowski stated that the June 12 council meeting may include the April Financial Report and a presentation from Metropolitan Council Member Marie McCarthy.

Work Session

A. Opportunity for the Public to Address the City Council

Mayor Gaasch opened the floor to anyone in attendance that wanted to address the Council. There being no interested parties to speak, Mayor Gaasch closed the floor.

B. George Stagg, Lead Pastor of Twin Cities Church, Regarding 2520 Larpenteur Avenue
Pastor Stagg approached the Council to discuss his interest in purchasing the building at 2520 Larpenteur Avenue for use as a church. Stagg spoke to the Council at the previous meeting, but returned to speak at this meeting as not all of the council members were present at that time.

The Council discussed whether they supported changing the zoning to allow churches in the industrial district. Ultimately, they concluded they did not support adding assembly type uses to the industrial district.

C. Community Development Update

Butkowski asked whether council members wanted staff to sign them up for the League of Minnesota Cities Annual Conference. She also noted that staff is still working on the insurance claim for the Service Station but hopes for a resolution soon.

Adjournment

Councilor Dains moved and seconded by Councilor Grove to adjourn the meeting at 9:38 p.m. Motion carried unanimously.

Respectfully submitted,

Miles Cline

Miles Cline
Deputy City Clerk



CITY OF LAUDERDALE
LAUDERDALE CITY HALL
1891 WALNUT STREET
LAUDERDALE, MN 55113
651-792-7650
651-631-2066 FAX

Request for Council Action

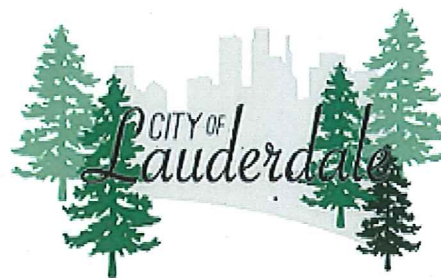
To: Mayor and City Council
From: City Administrator
Meeting Date: June 12, 2018
Subject: List of Claims

The claims totaling \$97,665.44 are provided for City Council review and approval that includes check numbers 25859 to 25883.

Accounts Payable

Checks by Date - Detail by Check Date

User: miles.cline
 Printed: 6/7/2018 3:20 PM



| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|---|-------------------------|---|---|--|
| ACH | 43 | Public Employees Retirement Association PR Batch 51100.06.2018 PERA Coordinated PR Batch 51100.06.2018 PERA Coordinated | 06/01/2018 PR Batch 51100.06.2018 PER PR Batch 51100.06.2018 PER | 1,083.18 938.76 |
| Total for this ACH Check for Vendor 43: | | | | 2,021.94 |
| ACH | 44 | Minnesota Department of Revenue PR Batch 51100.06.2018 State Income Tax | 06/01/2018 PR Batch 51100.06.2018 Stat | 770.71 |
| Total for this ACH Check for Vendor 44: | | | | 770.71 |
| ACH | 45 | ICMA Retirement Corporation PR Batch 51100.06.2018 Deferred Comp PR Batch 51100.06.2018 Deferred Comp | 06/01/2018 PR Batch 51100.06.2018 Def PR Batch 51100.06.2018 Def | 939.37 1,351.27 |
| Total for this ACH Check for Vendor 45: | | | | 2,290.64 |
| ACH | 46 | Internal Revenue Service PR Batch 51100.06.2018 Medicare Employer Po PR Batch 51100.06.2018 Federal Income Tax PR Batch 51100.06.2018 FICA Employer Portio PR Batch 51100.06.2018 Medicare Employee Pc PR Batch 51100.06.2018 FICA Employee Portio | 06/01/2018 PR Batch 51100.06.2018 Med PR Batch 51100.06.2018 Fede PR Batch 51100.06.2018 FIC. PR Batch 51100.06.2018 Med PR Batch 51100.06.2018 FIC. | 249.62 1,236.87 1,067.30 249.62 1,067.30 |
| Total for this ACH Check for Vendor 46: | | | | 3,870.71 |
| Total for 6/1/2018: | | | | 8,954.00 |
| 25859 | 150 062018 | American Planning Association - Minnesot Annual Fees - HB & JB | 06/12/2018 | 100.00 |
| Total for Check Number 25859: | | | | 100.00 |
| 25860 | 52 062018 | Bluechip Tree Company Inc Tree Removal | 06/12/2018 | 480.00 |
| Total for Check Number 25860: | | | | 480.00 |
| 25861 | 188 92754 | Carl Bolander & Sons Co Recycle Brick & Buy Gravel | 06/12/2018 | 58.04 |
| Total for Check Number 25861: | | | | 58.04 |
| 25862 | 187 062018 | Gene Christianson Inspection Reimbursement | 06/12/2018 | 40.00 |
| Total for Check Number 25862: | | | | 40.00 |
| 25863 | 36 0224526 | City of Roseville May IT Services | 06/12/2018 | 1,118.00 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|-------------------------------|--|---|-------------------------|----------------------------|
| | 0224572 | May Phone Services | | 82.43 |
| | 0224611 | Adobe Subscription | | 26.00 |
| Total for Check Number 25863: | | | | 1,226.43 |
| 25864 | 29 3676 | City of St Anthony June Police Services | 06/12/2018 | 57,730.67 |
| Total for Check Number 25864: | | | | 57,730.67 |
| 25865 | 25 EMCOM-006937 EMCOM-006949 EMCOM-006966 | County of Ramsey May Fleet Support May CAD Services May 911 Dispatch Services | 06/12/2018 | 6.24 233.07 1,248.01 |
| Total for Check Number 25865: | | | | 1,487.32 |
| 25866 | 61 8050514 | Gopher State One Call May Locates | 06/12/2018 | 52.65 |
| Total for Check Number 25866: | | | | 52.65 |
| 25867 | 189 062018 | John Goss Inspection Reimbursement | 06/12/2018 | 40.00 |
| Total for Check Number 25867: | | | | 40.00 |
| 25868 | 82 5021112 | Home Depot Concrete | 06/12/2018 | 16.25 |
| Total for Check Number 25868: | | | | 16.25 |
| 25869 | 134 0077 | Katrina Joseph May Legal Services | 06/12/2018 | 925.00 |
| Total for Check Number 25869: | | | | 925.00 |
| 25870 | 31 143006 143006 | Kennedy & Graven Chartered April Legal Services TIF District 1-2 | 06/12/2018 | 1,946.50 750.00 |
| Total for Check Number 25870: | | | | 2,696.50 |
| 25871 | 30 272695 272885 | League of Minnesota Cities 2018 Annual Conference - AM 2018 Annual Conference - MG | 06/12/2018 | 450.00 475.00 |
| Total for Check Number 25871: | | | | 925.00 |
| 25872 | 24 0001084150 | Metropolitan Council July Waste Water | 06/12/2018 | 10,846.48 |
| Total for Check Number 25872: | | | | 10,846.48 |
| 25873 | 28 48781 | Mike McPhillips Inc Street Sweeping | 06/12/2018 | 3,937.50 |
| Total for Check Number 25873: | | | | 3,937.50 |
| 25874 | 84 062018 062018 062018 | North Star Bank Cardmember Services Lauderdale School Tour Supplies - Aldi MCFOA Hotel - MC Lauderdale School Tour Supplies - Costco | 06/12/2018 | 10.05 450.28 50.95 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Check Amount |
|----------|---|--|---|-------------------------|
| | | | Total for Check Number 25874: | 511.28 |
| 25875 | 12 2018-055 | North Suburban Access Corporation 1Q2018 PEG Fees Received in Error | 06/12/2018 | 3,067.31 |
| | | | Total for Check Number 25875: | 3,067.31 |
| 25876 | 10 0000585714 | On Site Sanitation Inc 05/19/2018 - 06/15/2018 Park Portable Restroom | 06/12/2018 | 235.44 |
| | | | Total for Check Number 25876: | 235.44 |
| 25877 | 5 619861-05-18 | Premium Waters Inc May Water Delivery | 06/12/2018 | 30.92 |
| | | | Total for Check Number 25877: | 30.92 |
| 25878 | 47 | Public Employees Insurance Program PR Batch 51100.06.2018 Dental PR Batch 51100.06.2018 Health Insurance | 06/12/2018 PR Batch 51100.06.2018 Den PR Batch 51100.06.2018 Heal | 116.10 2,032.62 |
| | | | Total for Check Number 25878: | 2,148.72 |
| 25879 | 80 009859 | Sam's Club 5 Folding Banquet Tables | 06/12/2018 | 429.39 |
| | | | Total for Check Number 25879: | 429.39 |
| 25880 | 26 1355488 | Stantec Consulting Services Inc Turnback Discussions | 06/12/2018 | 690.00 |
| | | | Total for Check Number 25880: | 690.00 |
| 25881 | 165 062018 | Dawn Tanner Farmers Market Music | 06/12/2018 | 200.00 |
| | | | Total for Check Number 25881: | 200.00 |
| 25882 | 7 5-51681-53007 7899369-0500-7 | Waste Management Inc May Public Works City Hall Refuse | 06/12/2018 | 548.88 199.56 |
| | | | Total for Check Number 25882: | 748.44 |
| 25883 | 74 594030802 594042016 594407718 | Xcel Energy Larpenteur Bridge Lights 2430 Larpenteur Avenue W Larpenteur Avenue | 06/12/2018 | 30.05 16.12 41.93 |
| | | | Total for Check Number 25883: | 88.10 |
| | | | Total for 6/12/2018: | 88,711.44 |
| | | | Report Total (29 checks): | 97,665.44 |

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date June 12, 2018

ITEM NUMBER April Financial Report

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Every month I provide the Council with an updated copy of the city's finances. Following are the revenue, expense, and cash balance reports for April 2018.

OPTIONS:

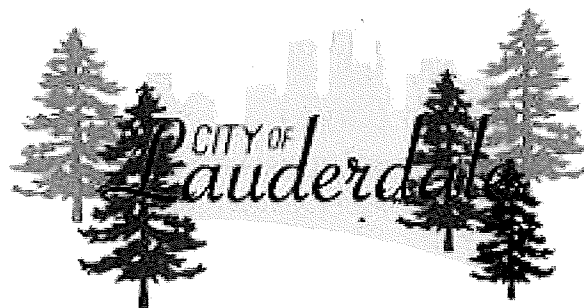
STAFF RECOMMENDATION:

By approving the consent agenda, the Council acknowledges the city's financial report for April 2018.

COUNCIL ACTION:

General Ledger

Cash Balances



User: heather.butkowski
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 Period 04 - 04
 Fiscal Year 2018

| Description | Account | Beg Bal | MTD Debit | MTD Credit | Current Balance |
|------------------------------|---------------------|----------------------------|--------------------------|--------------------------|----------------------------|
| Cash | 101-00000-000-10100 | -2,496,021.14 | 146,996.90 | 118,553.68 | -2,467,577.92 |
| Change Fund | 101-00000-000-10300 | 100.00 | 0.00 | 0.00 | 100.00 |
| Cash | 226-00000-000-10100 | 12,071.05 | 8,311.62 | 6,209.99 | 14,172.68 |
| Cash | 227-00000-000-10100 | 94,400.73 | 203.83 | 4,011.62 | 90,592.94 |
| Cash | 401-00000-000-10100 | 98,220.58 | 221.49 | 0.00 | 98,442.07 |
| Cash | 403-00000-000-10100 | 440,585.72 | 993.51 | 0.00 | 441,579.23 |
| Cash | 404-00000-000-10100 | 269,634.93 | 608.02 | 0.00 | 270,242.95 |
| Cash | 405-00000-000-10100 | 3,101.85 | 6.99 | 0.00 | 3,108.84 |
| Cash | 414-00000-000-10100 | 299,798.14 | 676.04 | 0.00 | 300,474.18 |
| Cash | 602-00000-000-10100 | 1,030,196.23 | 15,946.35 | 17,581.90 | 1,028,560.68 |
| Cash | 603-00000-000-10100 | 375,527.01 | 3,169.95 | 13,553.73 | 365,143.23 |
| Current Assets | | 127,615.10 | 177,134.70 | 159,910.92 | 144,838.88 |
| Petty Cash | 101-00000-000-10200 | 300.00 | 0.00 | 0.00 | 300.00 |
| Petty Cash | | 300.00 | 0.00 | 0.00 | 300.00 |
| Investments - Fair Value Adj | 101-00000-000-10410 | 2,978,317.12 | 6,760.56 | 125,000.00 | 2,860,077.68 |
| Investments | | 2,978,317.12 | 6,760.56 | 125,000.00 | 2,860,077.68 |
| Grand Total | | <u>3,106,232.22</u> | <u>183,895.26</u> | <u>284,910.92</u> | <u>3,005,216.56</u> |

General Ledger

Revenue vs Expense

User: heather.butkowski
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 Period 04 - 04
 Fiscal Year 2018



| Account Number | Description | Budget | Current Period | YTD Balance | Variance | % Expend | Collect |
|----------------|----------------------------|---------------------|-------------------|--------------------|---------------------|----------|--------------|
| 101 | General Fund | | | | | | |
| | Revenue | | | | | | |
| | Taxes | 765,514.00 | 0.00 | 0.00 | 765,514.00 | | 0.00 |
| | Licenses and Permits | 30,850.00 | 2,955.75 | 15,910.80 | 14,939.20 | | 51.57 |
| | Intergovernmental Revenues | 540,760.00 | 0.00 | 0.00 | 540,760.00 | | 0.00 |
| | Charges for Services | 12,300.00 | 1,685.94 | 4,065.44 | 8,234.56 | | 33.05 |
| | Fines and Forfeits | 30,000.00 | 2,999.67 | 7,546.67 | 22,453.33 | | 25.16 |
| | Miscellaneous Revenue | 8,500.00 | 3,012.05 | 9,996.68 | -1,496.68 | | 117.61 |
| | Other Financing Sources | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 |
| | Revenue | 1,387,924.00 | 10,653.41 | 37,519.59 | 1,350,404.41 | | 2.70 |
| | Expense | | | | | | |
| | Personal Services | 385,550.00 | 29,122.68 | 125,657.80 | 259,892.20 | | 32.59 |
| | Supplies | 19,800.00 | 999.29 | 2,723.70 | 17,076.30 | | 13.76 |
| | Other Services and Charges | 934,574.00 | 70,327.91 | 292,665.98 | 641,908.02 | | 31.32 |
| | Capital Outlay | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 |
| | Other Uses | 48,000.00 | 0.00 | 0.00 | 48,000.00 | | 0.00 |
| | Expense | 1,387,924.00 | 100,449.88 | 421,047.48 | 966,876.52 | | 30.34 |
| 101 | General Fund | 0.00 | -89,796.47 | -383,527.89 | 383,527.89 | | 0.00 |

General Ledger

Revenue vs Expense



User: heather.butkowski
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 Period 04 - 04
 Fiscal Year 2018

| Account Number | Description | Budget | Current Period | YTD Balance | Variance | % Expend/Collect |
|----------------|----------------------------|-----------------|-----------------|-----------------|---------------|------------------|
| 226 | Communications | | | | | |
| | Revenue | | | | | |
| | Taxes | 20,000.00 | 8,279.73 | 8,279.73 | 11,720.27 | 41.40 |
| | Miscellaneous Revenue | <u>40.00</u> | <u>31.89</u> | <u>71.63</u> | <u>-31.63</u> | <u>179.08</u> |
| | Revenue | 20,040.00 | 8,311.62 | 8,351.36 | 11,688.64 | 41.67 |
| | Expense | | | | | |
| | Personal Services | 8,467.00 | 650.44 | 2,731.55 | 5,735.45 | 32.26 |
| | Supplies | 600.00 | 0.00 | 600.00 | 0.00 | 100.00 |
| | Other Services and Charges | 3,200.00 | 805.98 | 805.98 | 2,394.02 | 25.19 |
| | Capital Outlay | <u>5,000.00</u> | <u>4,753.57</u> | <u>4,753.57</u> | <u>246.43</u> | <u>95.07</u> |
| | Expense | 17,267.00 | 6,209.99 | 8,891.10 | 8,375.90 | 51.49 |
| 226 | Communications | 2,773.00 | 2,101.63 | -539.74 | 3,312.74 | -19.46 |

General Ledger

Revenue vs Expense

User: heather.butkowski
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 Period 04 - 04
 Fiscal Year 2018



| Account Number | Description | Budget | Current Period | YTD Balance | Variance | % Expend/Collect |
|----------------|----------------------------|------------------|------------------|-------------------|------------------|------------------|
| 227 | Recycling Revenue | | | | | |
| | Intergovernmental Revenues | 5,832.00 | 0.00 | 0.00 | 5,832.00 | 0.00 |
| | Miscellaneous Revenue | <u>41,460.00</u> | <u>203.83</u> | <u>512.59</u> | <u>40,947.41</u> | <u>1.24</u> |
| | Revenue | 47,292.00 | 203.83 | 512.59 | 46,779.41 | 1.08 |
| | Expense | | | | | |
| | Personal Services | 22,090.00 | 1,706.86 | 7,168.47 | 14,921.53 | 32.45 |
| | Supplies | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Other Services and Charges | 31,000.00 | 2,304.76 | 6,967.29 | 24,032.71 | 22.48 |
| | Capital Outlay | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> |
| | Expense | 53,090.00 | 4,011.62 | 14,135.76 | 38,954.24 | 26.63 |
| 227 | Recycling | -5,798.00 | -3,807.79 | -13,623.17 | 7,825.17 | 234.96 |

General Ledger

Revenue vs Expense



User: heather.butkowski
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 Period 04 - 04
 Fiscal Year 2018

| Account Number | Description | Budget | Current Period | YTD Balance | Variance | % Expend/Collect |
|----------------|----------------------------|--------|----------------|-------------|----------|------------------|
| 305 | GO TIF Revenue Bonds 2018A | | | | | |
| | Revenue | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Miscellaneous Revenue | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Other Financing Sources | | | | | |
| | Revenue | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Expense | | | | | |
| | Debt Service | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Expense | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 305 | GO TIF Revenue Bonds 2018A | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

General Ledger

Revenue vs Expense



User: heather.butkowski
 Printed: 6/7/2018 1:06:59 PM
 Period 04 - 04
 Fiscal Year 2018

| Account Number | Description | Budget | Current Period | YTD Balance | Variance | % Expend/Collect |
|----------------|----------------------------|------------------|----------------|---------------|------------------|------------------|
| 401 | General Capital Projects | | | | | |
| | Revenue | | | | | |
| | Intergovernmental Revenues | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Miscellaneous Revenue | 500.00 | 221.49 | 534.54 | -34.54 | 106.91 |
| | Other Financing Sources | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Revenue | 500.00 | 221.49 | 534.54 | -34.54 | 106.91 |
| | Expense | | | | | |
| | Other Services and Charges | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Capital Outlay | 10,000.00 | 0.00 | 0.00 | 10,000.00 | 0.00 |
| | Other Uses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Expense | 10,000.00 | 0.00 | 0.00 | 10,000.00 | 0.00 |
| 401 | General Capital Projects | -9,500.00 | 221.49 | 534.54 | -10,034.54 | -5.63 |

General Ledger

Revenue vs Expense



User: heather.buikowski
 Printed: 6/7/2018 1:06:59 PM
 Period 04 - 04
 Fiscal Year 2018

| Account Number | Description | Budget | Current Period | YTD Balance | Variance | % Expend/Collect |
|----------------|--------------------------------|-------------------|----------------|------------------|-------------------|------------------|
| 403 | Street Capital Projects | | | | | |
| | Revenue | | | | | |
| | Intergovernmental Revenues | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Miscellaneous Revenue | 6,000.00 | 993.51 | 2,397.75 | 3,602.25 | 39.96 |
| | Other Financing Sources | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> |
| | Revenue | 6,000.00 | 993.51 | 2,397.75 | 3,602.25 | 39.96 |
| | Expense | | | | | |
| | Capital Outlay | 40,000.00 | 0.00 | 6,376.30 | 33,623.70 | 15.94 |
| | Other Uses | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> |
| | Expense | 40,000.00 | 0.00 | 6,376.30 | 33,623.70 | 15.94 |
| 403 | Street Capital Projects | -34,000.00 | 993.51 | -3,978.55 | -30,021.45 | 11.70 |

General Ledger Revenue vs Expense



User: heather.buikowski
 Printed: 6/7/2018 1:06:59 PM
 Period 04 - 04
 Fiscal Year 2018

| Account Number | Description | Budget | Current Period | YTD Balance | Variance | % Expend/Collect |
|----------------|-------------------------|-------------|----------------|-------------|-------------|------------------|
| 404 | Park Capital Projects | | | | | |
| | Revenue | | | | | |
| | Miscellaneous Revenue | 3,000.00 | 608.02 | 1,467.41 | 1,532.59 | 48.91 |
| | Other Financing Sources | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> |
| | Revenue | 3,000.00 | 608.02 | 1,467.41 | 1,532.59 | 48.91 |
| | Expense | | | | | |
| | Supplies | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Capital Outlay | 25,000.00 | 0.00 | 0.00 | 25,000.00 | 0.00 |
| | Other Uses | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> |
| | Expense | 25,000.00 | 0.00 | 0.00 | 25,000.00 | 0.00 |
| 404 | Park Capital Projects | -22,000.00 | 608.02 | 1,467.41 | -23,467.41 | -6.67 |

General Ledger

Revenue vs Expense



User: heather.butkowski
 Printed: 6/7/2018 1:06:59 PM
 Period 04 - 04
 Fiscal Year 2018

| Account Number | Description | Budget | Current Period | YTD Balance | Variance | % Expend/Collect |
|----------------|----------------------------|--------|----------------|-------------|------------|------------------|
| 405 | Rosehill Tax Increment | | | | | |
| | Revenue | 0.00 | 6.99 | 41.54 | -41.54 | 0.00 |
| | Miscellaneous Revenue | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Other Financing Sources | | | | | |
| | Revenue | 0.00 | 6.99 | 41.54 | -41.54 | 0.00 |
| | Expense | | | | | |
| | Other Services and Charges | 0.00 | 0.00 | 22,770.50 | -22,770.50 | 0.00 |
| | Expense | 0.00 | 0.00 | 22,770.50 | -22,770.50 | 0.00 |
| 405 | Rosehill Tax Increment | 0.00 | 6.99 | -22,728.96 | 22,728.96 | 0.00 |

General Ledger

Revenue vs Expense



User: heather.butkowski
 Printed: 6/7/2018 1:06:59 PM
 Period 04 - 04
 Fiscal Year 2018

| Account Number | Description | Budget | Current Period | YTD Balance | Variance | % Expend/Collect |
|----------------|----------------------------|------------------|----------------|-----------------|------------------|------------------|
| 414 | Development | | | | | |
| | Revenue | | | | | |
| | Miscellaneous Revenue | 1,000.00 | 676.04 | 1,831.56 | -831.56 | 183.16 |
| | Other Financing Sources | <u>38,000.00</u> | <u>0.00</u> | <u>0.00</u> | <u>38,000.00</u> | <u>0.00</u> |
| | Revenue | 39,000.00 | 676.04 | 1,831.56 | 37,168.44 | 4.70 |
| | Expense | | | | | |
| | Other Services and Charges | 10,000.00 | 0.00 | 0.00 | 10,000.00 | 0.00 |
| | Other Uses | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> |
| | Expense | 10,000.00 | 0.00 | 0.00 | 10,000.00 | 0.00 |
| 414 | Development | 29,000.00 | 676.04 | 1,831.56 | 27,168.44 | 6.32 |

General Ledger

Revenue vs Expense



User: heather.butkowski
 Printed: 6/7/2018 1:06:59 PM
 Period 04 - 04
 Fiscal Year 2018

| Account Number | Description | Budget | Current Period | YTD Balance | Variance | % Expend/Collect |
|----------------|------------------------------|-------------|----------------|-------------|-------------|------------------|
| 415 | Housing Redevelopment | | | | | |
| | Revenue | | | | | |
| | Miscellaneous Revenue | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Other Financing Sources | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Revenue | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Expense | | | | | |
| | Other Services and Charges | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Capital Outlay | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Expense | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 415 | Housing Redevelopment | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

General Ledger

Revenue vs Expense



User: heather.butkowski
 Printed: 6/7/2018 1:06:59 PM
 Period 04 - 04
 Fiscal Year 2018

| Account Number | Description | Budget | Current Period | YTD Balance | Variance | % Expend/Collect |
|----------------|----------------------------|-------------|----------------|-------------|-------------|------------------|
| 416 | TIF District No. 1-2 | | | | | |
| | Revenue | | | | | |
| | Taxes | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Miscellaneous Revenue | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Other Financing Sources | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Revenue | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Expense | | | | | |
| | Other Services and Charges | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Capital Outlay | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Other Uses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Expense | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 416 | TIF District No. 1-2 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

General Ledger Revenue vs Expense



User: heather.butkowski
 Printed: 6/7/2018 1:06:59 PM
 Period 04 - 04
 Fiscal Year 2018

| Account Number | Description | Budget | Current Period | YTD Balance | Variance | % Expend/Collect |
|----------------|----------------------------|-------------------|------------------|------------------|-------------------|------------------|
| 602 | Sanitary Sewer | | | | | |
| | Revenue | | | | | |
| | Intergovernmental Revenues | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Charges for Services | 272,301.00 | 13,728.76 | 74,580.32 | 197,720.68 | 27.39 |
| | Miscellaneous Revenue | 10,000.00 | 2,314.17 | 5,565.37 | 4,434.63 | 55.65 |
| | Other Financing Sources | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Revenue | 282,301.00 | 16,042.93 | 80,145.69 | 202,155.31 | 28.39 |
| | Expense | | | | | |
| | Personal Services | 68,643.00 | 5,285.75 | 21,727.92 | 46,915.08 | 31.65 |
| | Supplies | 800.00 | 45.20 | 164.37 | 635.63 | 20.55 |
| | Other Services and Charges | 196,858.00 | 12,347.53 | 58,447.39 | 138,410.61 | 29.69 |
| | Capital Outlay | 100,000.00 | 0.00 | 0.00 | 100,000.00 | 0.00 |
| | Other Uses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Expense | 366,301.00 | 17,678.48 | 80,339.68 | 285,961.32 | 21.93 |
| 602 | Sanitary Sewer | -84,000.00 | -1,635.55 | -193.99 | -83,806.01 | 0.23 |

General Ledger

Revenue vs Expense



User: heather.butkowski
 Printed: 6/7/2018 1:06:59 PM
 Period 04 - 04
 Fiscal Year 2018

| Account Number | Description | Budget | Current Period | YTD Balance | Variance | % Expend/Collect |
|----------------|----------------------------|-------------------|-------------------|------------------|------------------|------------------|
| 603 | Storm Water | | | | | |
| | Revenue | | | | | |
| | Intergovernmental Revenues | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Charges for Services | 100,075.00 | 2,365.45 | 26,027.00 | 74,048.00 | 26.01 |
| | Miscellaneous Revenue | 4,500.00 | 821.54 | 2,003.91 | 2,496.09 | 44.53 |
| | Other Financing Sources | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> |
| | Revenue | 104,575.00 | 3,186.99 | 28,030.91 | 76,544.09 | 26.80 |
| | Expense | | | | | |
| | Personal Services | 59,425.00 | 4,583.28 | 18,760.56 | 40,664.44 | 31.57 |
| | Supplies | 700.00 | 45.21 | 164.35 | 535.65 | 23.48 |
| | Other Services and Charges | 16,950.00 | 8,942.28 | 2,524.76 | 14,425.24 | 14.90 |
| | Capital Outlay | 10,000.00 | 0.00 | 0.00 | 10,000.00 | 0.00 |
| | Other Uses | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> |
| | Expense | 87,075.00 | 13,570.77 | 21,449.67 | 65,625.33 | 24.63 |
| 603 | Storm Water | 17,500.00 | -10,383.78 | 6,581.24 | 10,918.76 | 37.61 |

General Ledger

Revenue vs Expense



User: heather.butkowski
 Printed: 6/7/2018 1:06:59 PM
 Period 04 - 04
 Fiscal Year 2018

| Account Number | Description | Budget | Current Period | YTD Balance | Variance | % Expend/Collect |
|----------------|----------------------------|-------------|----------------|-------------|-------------|------------------|
| 999 | Fund | | | | | |
| | Revenue | | | | | |
| | Taxes | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Miscellaneous Revenue | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Other Financing Sources | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Revenue | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Expense | | | | | |
| | Personal Services | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Other Services and Charges | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Capital Outlay | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Other Uses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Expense | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 999 | Fund | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

General Ledger Revenue vs Expense



User: heather.butkowski
 Printed: 6/7/2018 1:06:59 PM
 Period 04 - 04
 Fiscal Year 2018

| Account Number | Description | Budget | Current Period | YTD Balance | Variance | % Expend/Collect |
|----------------|-------------|--------------|----------------|-------------|--------------|------------------|
| Revenue Total | | 1,890,632.00 | 40,904.83 | 160,832.94 | 1,729,799.06 | 0.0851 |
| Expense Total | | 1,996,657.00 | 141,920.74 | 575,010.49 | 1,421,646.51 | 0.288 |
| Grand Total | | -106,025.00 | -101,015.91 | -414,177.55 | 308,152.55 | 3.9064 |

**LAUDERDALE COUNCIL
ACTION FORM**

| ACTION REQUESTED | |
|-------------------------|-------------------|
| Consent | <u> X </u> |
| Public Hearing | <u> </u> |
| Discussion | <u> </u> |
| Action | <u> </u> |
| Resolution | <u> </u> |
| Work session | <u> </u> |

| |
|------------------------------------|
| Meeting Date: June 12, 2018 |
| ITEM NUMBER <u>Step Increases</u> |
| STAFF INITIAL <u> <i>JS</i> </u> |
| APPROVED BY ADMINISTRATOR |

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Gordy began working for the City on June 11, 2015; therefore, he moves to Step 5 of the pay scale on June 11, 2018.

Miles began working for the City on June 15, 2016; therefore, he moves to Step 4 of the pay scale on June 15, 2018.

A copy of the 2018 pay scale is attached.

OPTIONS:

STAFF RECOMMENDATION:

By approving the consent agenda, the City Council acknowledges the step increases.

COUNCIL ACTION:

2018 Wage Schedule 3% increase (FT based on 2,080 hours)

| JOB TITLE | STEP 5 | STEP 4 | STEP 3 | STEP 2 | STEP 1 |
|--------------------------------|---------------|--------------|--------------|--------------|--------------|
| Maintenance Worker | \$ 61,663.48 | \$ 58,596.69 | \$ 55,483.08 | \$ 52,439.71 | \$ 49,298.60 |
| (FT) | \$ 5,138.62 | \$ 4,883.06 | \$ 4,623.59 | \$ 4,369.98 | \$ 4,108.22 |
| | \$ 29.65 | \$ 28.17 | \$ 26.67 | \$ 25.21 | \$ 23.70 |
| Public Works Coordinator | \$ 69,810.36 | \$ 66,322.18 | \$ 62,810.59 | \$ 59,322.42 | \$ 55,834.24 |
| (FT) | \$ 5,817.53 | \$ 5,526.85 | \$ 5,234.22 | \$ 4,943.53 | \$ 4,652.85 |
| | \$ 33.56 | \$ 31.89 | \$ 30.20 | \$ 28.52 | \$ 26.84 |
| Deputy Clerk | \$ 61,663.48 | \$ 58,596.69 | \$ 55,483.08 | \$ 52,439.71 | \$ 49,302.69 |
| (FT) | \$ 5,138.62 | \$ 4,883.06 | \$ 4,623.59 | \$ 4,369.98 | \$ 4,108.56 |
| | \$ 29.65 | \$ 28.17 | \$ 26.67 | \$ 25.21 | \$ 23.70 |
| Asst to the City Administrator | \$ 67,609.76 | \$ 64,215.23 | \$ 60,844.11 | \$ 57,449.57 | \$ 54,078.45 |
| (FT - Exempt) | \$ 5,634.15 | \$ 5,351.27 | \$ 5,070.34 | \$ 4,787.46 | \$ 4,506.54 |
| | \$ 32.50 | \$ 30.87 | \$ 29.25 | \$ 27.62 | \$ 26.00 |
| City Administrator | \$ 100,841.65 | \$ 95,799.57 | \$ 90,757.49 | \$ 85,715.41 | \$ 80,673.32 |
| (FT - Exempt) | \$ 8,403.47 | \$ 7,983.30 | \$ 7,563.12 | \$ 7,142.95 | \$ 6,722.78 |
| | \$ 48.48 | \$ 46.06 | \$ 43.63 | \$ 41.21 | \$ 38.79 |

LAUDERDALE COUNCIL ACTION FORM

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date June 12, 2018
ITEM NUMBER Beer at Day in the Park
STAFF INITIAL Jim
APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Last year, the Day in the Park planning committee supported having beer and the applicable ordinances were updated to allow temporary on-sale liquor licenses for city events. Bent Brewstillery in Roseville has again agreed to sell and serve beer at Day in the Park.

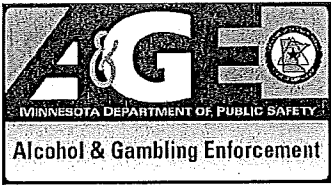
Attached is the application required by the State. Once approved by the City Council, staff will submit it to the State for approval.

OPTIONS:

Approve by adopting the consent agenda or remove for discussion.

STAFF RECOMMENDATION:

By approving the consent agenda, the city council is approving a temporary on-sale liquor license for Bent Brewstillery to sell beer at Day in the Park on August 16, 2018.



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 222, St. Paul, MN 55101
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

| | | | |
|--|---|--------------------------------|---------------------------------|
| Name of organization Bent Brewstillery | | Date organized Jun 11, 2011 | Tax exempt number 45-2650832 |
| Address 1744 Terrace Dr | City Roseville | State Minnesota | Zip Code 55113 |
| Name of person making application Bartley Blume | | Business phone 651-233-3843 | Home phone |
| Date(s) of event 8/16/18 | Type of organization <input checked="" type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit | | |
| Organization officer's name Bartley Blume | City Roseville | State Minnesota | Zip Code 55113 |
| Organization officer's name | City | State Minnesota | Zip Code |
| Organization officer's name | City | State Minnesota | Zip Code |
| Organization officer's name | City | State Minnesota | Zip Code |

Location where permit will be used. If an outdoor area, describe.
 Lauderdale Community Park, 1885 Fulham Street, Lauderdale, MN 55113

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
 West Bend Insurance Company
 Aggregate Limit \$2,000,000
 Each Common \$1,000,000

APPROVAL

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

| | |
|---|---|
| <u>City of Lauderdale, MN</u> City or County approving the license | <u>6-12-18</u> Date Approved |
| <u>#0</u> Fee Amount | <u>8-16-18</u> Permit Date |
| <u>N/A</u> Date Fee Paid | <u>jim.bownik@lauderdalemn.org</u> City or County E-mail Address |
| | <u>651-792-7650</u> City or County Phone Number |

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
 PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT
 BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date June 12, 2018

ITEM NUMBER June Farmers Market

STAFF INITIAL Jim

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Staff is asking the city council to consider approving the attached performance agreement with Dawn Tanner for music at a cost of \$200. The following appeared in the current city newsletter:

**Farmers Market & Entertainment
Third Thursdays 4-7 p.m.**

June 21: Dawn Tanner,
Lauderdale Musical Talent

Dawn Tanner plays original songs and folk covers, adding instrumental tunes here and there. She plays with a range of bands in St. Paul and recently finished her second CD. Dawn regularly plays at the Finnish Bistro, Hampden Park Co-op, and has a monthly residency at the Underground Music Cafe.

OPTIONS:

Approve by adopting the consent agenda or remove for discussion.

STAFF RECOMMENDATION:

By approving the consent agenda, the city council is approving the performance agreement with Dawn Tanner .

City of Lauderdale Performance Agreement

Event: Farmers Market

Date & Time: Thursday, June 21, 2018 from 4-7 p.m.

Location: Lauderdale Community Park, 1885 Fulham Street

Performance Time: 5:00-7:00 p.m.

ARTIST or GROUP INFORMATION

| | |
|----------------------------------|---|
| Artist or Group Name: | Dawn Tanner/Silver Lining |
| Artist/Group Leader: | Dawn Tanner |
| Daytime Phone: | Cell Phone: 612-859-2925 |
| Email Address: | tann0042@umn.edu ; |
| Website Address (if applicable): | http://www.silverliningmusic.com/ |
| # Chairs Needed: | _____ |

PAYMENT INFORMATION

| | |
|------------------------------------|---|
| Performance Fee: \$200.00 | |
| Name & Address for Payment of Fee: | Dawn Tanner 2040 Como Ave, Unit 103 St Paul, MN 55108 |

PERFORMANCE PROVISIONS

- 1) The Artist or Group is considered an independent contractor and is responsible for all appropriate insurance, income taxes, and the licensed use of any or all copyright music performed.
- 2) The Artist or Group understands the City does not hold a public performance license, thus the artist agrees not to play music registered with ASCAP, BMI, SESAC, or any other licensing entity.
- 3) The Artist or Group will supply their own sound system and the following items as needed: music stands, stage etc.
- 4) The City will provide chairs, electricity and an extension cord.
- 5) Cancellation/Inclement Weather Policy:
 - If the performance is cancelled by the City before Noon the day of the performance, the City will pay 50% of the agreed performance fee as compensation.
 - If the performance is cancelled by the City after Noon the day of the performance, the City will pay 100% of the agreed performance fee as compensation.
- 6) Sale of promotional merchandise is allowed at the concert site.
- 7) Payment Information: The City will make every effort to present payment to the Artist or Group the day of the performance, but may mail payment within 30 days after performance date.
- 8) Indemnification: The Artist or Group agrees to defend and indemnify the City, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out of the Artist or Group's performance or failure to perform its duties under this Agreement.

Signature of Artist/Group Leader: Dawn Tanner Date: 3/28/18

| | | |
|-------|-------|--------------------|
| _____ | _____ | _____ |
| Mayor | Date | City Administrator |
| | | Date |

**LAUDERDALE COUNCIL
ACTION FORM**

ACTION REQUESTED

Consent _____
Public Hearing _____
Discussion _____
Action _____
Resolution _____
Work session _____

Meeting Date: June 12, 2018

ITEM NUMBER Met Council Representatives

STAFF INITIAL AS

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Metropolitan Council Board Chair Alene Tchourumoff and District 10 Representative Marie McCarthy, along with their support staff, will be at the meeting to provide an update. They are requesting information on any topics you would like them to address or question you have in advance of the meeting. Please send those to staff in advance of the meeting and we will relay them.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

LAUDERDALE COUNCIL ACTION FORM

Action Requested

Consent _____
Public Hearing _____
Discussion _____ X _____
Action _____ X _____
Resolution _____ X _____
Work Session _____

Meeting Date June 12, 2018

ITEM NUMBER Lot Division 1937 Eustis St

STAFF INITIAL Jim

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Mr. Rysgaard is requesting two previously consolidated parcels of land located at 1937 Eustis Street be divided into two separate parcels in order to create an additional buildable lot to the south of the existing house.

The existing parcel of land consists of two forty-foot (40') lots that have been consolidated into one eighty-foot (80') parcel of land. The proposed division would recreate the two originally platted forty-foot (40') lots, with an existing house on the northerly lot.

The house on the northerly lot has a one-story addition that currently encroaches into the side yard setback. The resolution (**attached**) includes a condition that the addition be removed to comply with the 5-foot side yard setback requirement.

Finally, the resolution and the certificate of survey will need to be registered with the Ramsey County Recorder. This will enable the property owner to acquire a PIN (property identification number) for the parcels.

OPTIONS:

- Approve the lot division by adopting the resolution as presented
- Deny the lot division by not adopting the resolution.

STAFF RECOMMENDATION:

Motion to adopt Resolution 061218A allowing for the division of two previously consolidated residential parcels of land located at 1937 Eustis Street.

Member _____ introduced the following resolution and moved its adoption:

**CITY OF LAUDERDALE
COUNTY OF RAMSEY
STATE OF MINNESOTA**

RESOLUTION NO. 061218A

**RESOLUTION SUPPORTING THE APPLICATION FOR THE DIVISION OF TWO
PREVIOUSLY CONSOLIDATED RESIDENTIAL PARCELS OF LAND LOCATED AT
1937 EUSTIS STREET.**

WHEREAS, Tim Rysgaard (the “Applicant”) has requested the division of two previously consolidated residential parcels of land currently legally described as:

Lots 12 and Lot 13, Block 1, Lauderdale’s East Side Addition to Minneapolis, Ramsey County, Minnesota and;

WHEREAS, the proposed legal description for Parcel A is Lot 12, Block 1, Lauderdale’s East Side Addition to Minneapolis, Ramsey County, Minnesota and;

WHEREAS, the proposed legal description for Parcel B is Lot 13, Block 1, Lauderdale’s East Side Addition to Minneapolis, Ramsey County, Minnesota and;

WHEREAS, the two resulting lots will comply with the requirements of Title 10, Zoning, and Title 11, Subdivision, of the Lauderdale City Code and;

WHEREAS, the adopted resolution and the certificate of survey will be filed with the Ramsey County Recorder and;

WHEREAS, a PIN (property identification number) will be assigned by Ramsey County for the new parcels and;

WHEREAS, the city council on June 12, 2018 discussed the lot division application for conformance with the city’s ordinances, considered the recommendations of staff and heard comments from the Applicant.

NOW THEREFORE, BE IT RESOLVED, that the Lauderdale City Council approves the division of two previously consolidated residential parcels at 1937 Eustis Street into two separate residential parcels of land subject to the following terms and conditions:

1. The Applicant must apply for a demolition permit and remove the addition at 1937 Eustis Street to comply with the 5-foot side yard setback requirement within one year from the date of this resolution;
2. The Applicant must pay to the city a fee in an amount sufficient to reimburse the city for the cost of recording the resolution and certificate of survey.

Dated: June 12, 2018

Mary Gaasch, Mayor

Attest:

Heather Butkowski, City Administrator-Clerk

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

And the following voted against same:

Whereupon said resolution was declared duly passed.

City of Lauderdale

MAIN 651-792-7650

LAND USE APPLICATION

Date: 5-16-18

| <u>Fee</u> | <u>Escrow</u> | <u>Type of Request</u> | <u>Description of Request</u> |
|------------|---------------|--|---|
| \$100 | \$ 0 | <input checked="" type="checkbox"/> Lot Consolidation/Division | <u>REQUESTING TWO PREVIOUSLY CONSOLIDATED PARCELS BE DIVIDED INTO TWO SEPARATE PARCELS IN ORDER TO CREATE AN ADDITIONAL BUILDABLE LOT TO THE SOUTH OF EXISTING HOUSE.</u> |
| \$150 | \$ 0 | <input type="checkbox"/> Variance | |
| \$200 | \$ 0 | <input type="checkbox"/> Conditional Use | |
| \$500 | \$1,000 | <input type="checkbox"/> Zoning Amendment | |
| \$500 | \$1,000 | <input type="checkbox"/> Subdivision | |
| \$500 | \$1,000 | <input type="checkbox"/> PUD | |

Applicant Information

Name: TIM RYSGAARD
 Address: 1950 WALNUT ST
 C, S, Z: LAUDERDALE MN SS113
 Phone: 651 399 2146
 Email: TIM.RYSGAARD@GMAIL.COM
 Signature: [Signature]

Owner Information (if different)

Name: _____
 Address: site address: 1937 EUSTIS ST
 C, S, Z: _____
 Phone: _____
 Email: _____
 Signature: _____

By signing above, the applicant agrees to pay the application fee and deposit an escrow fee to cover the city's consultants' costs associated with reviewing the associated request. Prior to having the request considered by the city, the applicant must deposit an escrow fee in an amount that is estimated to cover the city's consultants' costs as determined by the city administrator. If the city's consultants' costs exceed the initial escrow deposited by the applicant, an additional escrow fee will be required to cover the additional costs. The city shall use the applicant's fees to cover the city's actual consultants' costs in reviewing the request regardless of the city's action on the applicant's request. If the applicant's escrow fees exceed the city's actual consultants' costs for reviewing the request, the remaining escrow fees shall be refunded to the applicant.

Review Timeline: All applications, other than concept plans, must be complete before being formally reviewed. Minnesota Statute provides 15 days to determine the application's completeness. Completeness depends on whether or not the checklist items are fulfilled.

Checklist: Please review the checklist for the type of application you are applying for.

| | | | |
|-----------------------------------|----------------|-----------------------|--------------|
| For Office Use Only | | PIN#: | |
| Date of Complete Application: | <u>5-24-18</u> | Amount Paid: | <u>100</u> |
| Escrow Fee Paid: | <u>—</u> | Receipt #: | <u>13784</u> |
| PC Recommendation: (approve/deny) | <u>—</u> | Date Escrow Returned: | <u>—</u> |
| Meeting Date: | <u>—</u> | Public Hearing Date: | <u>—</u> |
| CC Action: (approved/denied) | <u>—</u> | Meeting Date: | <u>—</u> |
| Conditions? | <u>—</u> | | |

FOR Tim Rysgaard

CERTIFICATE OF SURVEY

DATE: May 16, 2018

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

Randy L. Kurth, L.S. No. 202270
Russell J. Kurth, L.L.S. No. 16113

(MEASUREMENTS SHOWN IN FEET AND DECIMALS OF A FOOT)

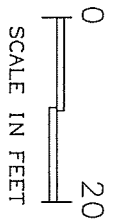
KURTH SURVEYING, INC.

4002 JEFFERSON ST. NE.

COLUMBIA HEIGHTS, MN 55421

PHONE (763) 788-9769 FAX (763) 788-7602

E-MAIL: kst@kurthsurveyinginc.com



ELEVATIONS SHOWN ARE NAVD, 1988

Bearings on Ramsey Co. Coordinates
NAD83, 1986 Adjustment

S 89°55'20"E 127.05

1 1

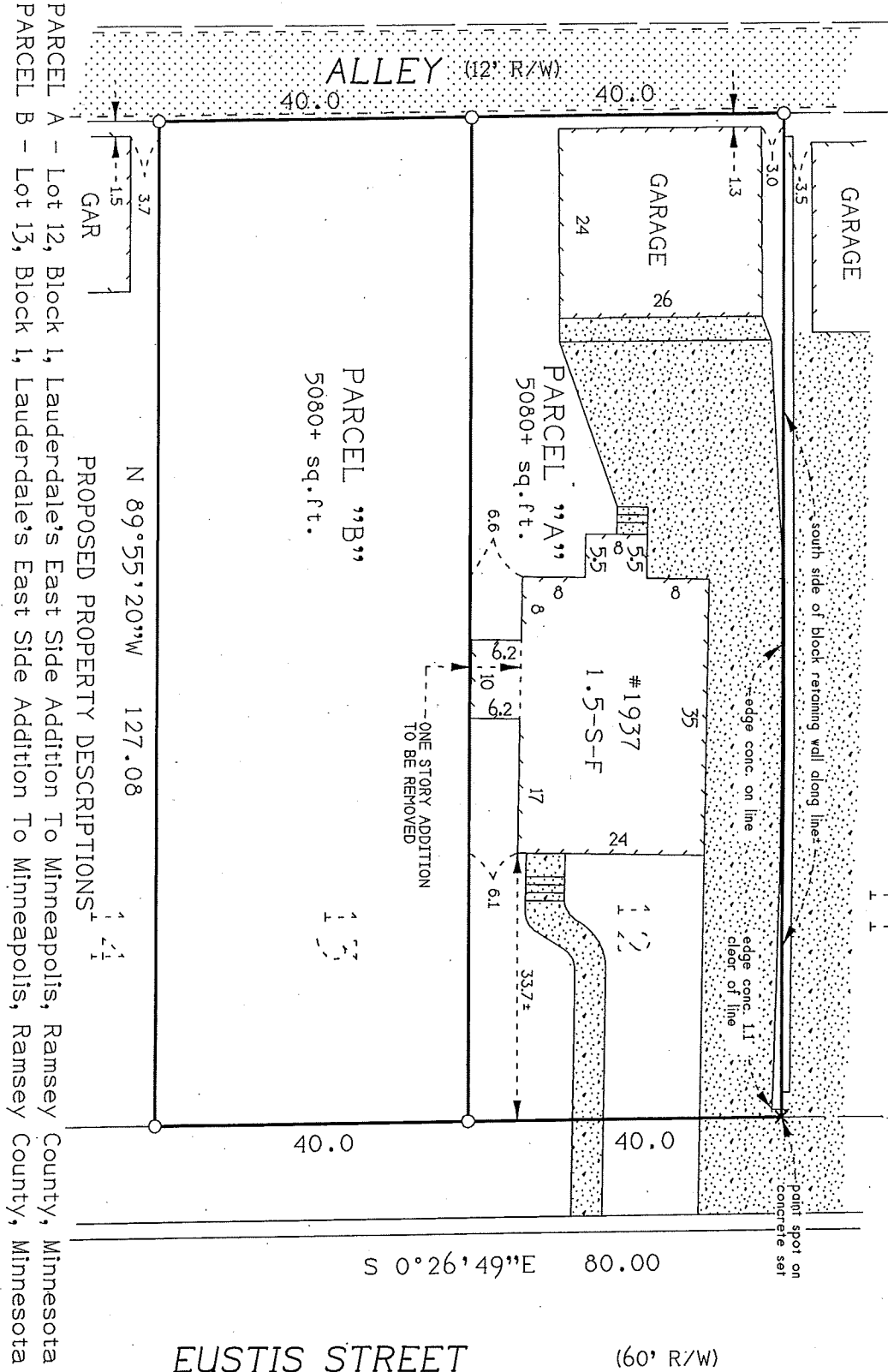
- = IRON PIPE MONUMENT SET
- = IRON PIPE MONUMENT FOUND
- ⊗ = SPIKE SET
- = WOOD FENCE - wpf
- ⊗ = CHAIN LINK FENCE - clf
- x100.1 = EXISTING SPOT ELEVATION
- [Pattern] = CONCRETE SURFACE
- [Pattern] = BITUMINOUS SURFACE



N 0°25'24"W 80.00

ALLEY (12' R/W)

40.0 40.0



PARCEL "B"
5080+ sq. ft.

PARCEL "A"
5080+ sq. ft.

N 89°55'20"W 127.08

PROPOSED PROPERTY DESCRIPTIONS

PARCEL A - Lot 12, Block 1, Lauderdale's East Side Addition To Minneapolis, Ramsey County, Minnesota
PARCEL B - Lot 13, Block 1, Lauderdale's East Side Addition To Minneapolis, Ramsey County, Minnesota

EUSTIS STREET (60' R/W)

S 0°26'49"E 80.00

LAUDERDALE COUNCIL ACTION FORM

Action Requested

Consent _____
Public Hearing _____
Discussion X
Action _____
Resolution _____
Work Session _____

Meeting Date June 12, 2018

ITEM NUMBER Fire Dept. Training

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

At the previous meeting, while giving the Annual Fire Department Report, Chief Hinrichs mentioned wanting to use 1795 Eustis Street for fire department trainings. Staff wanted to elaborate on this and see if the Council has any concerns or questions.

The fire department has limited places to train and view the former church/school as an exciting resource to use while the City owns it. Pretty much all of the types of trainings discussed at the last meeting they can do in the building. They would like to use it about once a week. At this point, none of their trainings would be destructive. They would do destructive exercises if allowed before it is razed.

The police department has also expressed interest in using the building for trainings but not on a regular basis. The police department and fire department have overlapping trainings (i.e. active shooter) that they would host there together.

In addition to better trained fire staff, it appears the on-going use of the building will have other benefits for the city. The League of Minnesota Cities Insurance Trust has indicated that they won't consider the building vacant if the fire department uses it that frequently. Issues related to insurance for the building will be addressed during our renewal process this summer but they have indicated that insurance for vacant buildings is significantly higher and they will insure the building for less.

Staff will include an article in the next newsletter updating the community about the finalizing of the property purchase. Along with that we can include information about the police and fire activity that residents can expect to see.

OPTIONS:

STAFF RECOMMENDATION:

LAUDERDALE COUNCIL ACTION FORM

Action Requested

| | |
|----------------|---------------|
| Consent | _____ |
| Public Hearing | _____ |
| Discussion | _____ X _____ |
| Action | _____ X _____ |
| Resolution | _____ |
| Work Session | _____ |

Meeting Date June 12, 2018

ITEM NUMBER 1825 Eustis Street Purchase

STAFF INITIAL 

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

At the April 24 meeting, the Council prepared an offer to purchase 1825 Eustis Street. Since then, staff have walked through the building and been working on a purchase agreement with the owner. Staff also have worked to identify solutions to issues identified with the well and old fuel oil tank that is likely on the site. Staff also have been working on gathering cost estimates for the demolition and a better understanding of the process to demolish a property as this is not something we have done before.

The condition of the foundation reinforces why the City should intervene in purchasing the property to see that it is torn down. The foundation is made from rocks and that has been deteriorating for a couple of decades. The cost to repair the foundation would be prohibitively expensive for anyone who would attempt to rehab the building not to mention the additional repairs required.

The purchase of the property must be approved of at an open meeting and the public must be made aware of the purchase price of \$80,000 for both original platted lots of record (\$40,000 per lot). Naturally, there will be additional closing costs but the following motion will allow staff to do as necessary to complete the transaction. The owner is reviewing the purchase agreement this weekend. If any changes result from that, staff will send you a revised copy of the purchase agreement before the meeting.

STAFF RECOMMENDATION:

Motion authorizing the Mayor and City Administrator to execute the purchase agreement for 1825 Eustis Street.

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made as of this ___th day of June, 2018 (the "Effective Date"), by and between Terrence D. O'Keefe, a single person (the "Seller"), and the city of Lauderdale, a Minnesota municipal corporation (the "Buyer"). The Seller and the Buyer are collectively referred to herein as the "Parties."

WHEREAS, the Seller is the owner of the real property located at 1825 Eustis Street, Lauderdale, Minnesota 55113, being legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, the Buyer wishes to purchase the Property under certain terms and conditions as set forth in this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties hereby agree as follows:

1. **Offer/Acceptance for Sale of Property.** The Seller hereby agrees to sell the Property to the Buyer and the Buyer hereby agrees to purchase the same, pursuant to the terms and conditions of this Agreement.
2. **Purchase Price and Terms.** The total purchase price for the Property is Eighty Thousand and 00/100 Dollars (\$80,000.00) (the "Purchase Price").
3. **Closing.** The closing on the purchase and sale of the Property (the "Closing") shall occur on July 25, 2018 (the "Closing Date"), or on any other date mutually agreed-upon by the Parties, at the offices of the Buyer, 1891 Walnut St., Lauderdale, MN 55113. Unless otherwise mutually agreed by the Seller and the Buyer, the execution and delivery of all deeds, documents and the payment of the Purchase Price shall be made at the offices of the Buyer.
4. **Terms.**
 - a. **Balance Due Seller.** The Buyer agrees to pay by cash, check or electronic transfer of funds on the Closing Date the full balance of the Purchase Price due to Seller according to the terms of this Agreement.
 - b. **Deed/Marketable Title.** Subject to performance by the Buyer, the Seller agrees to execute and deliver on the Closing Date a Warranty Deed conveying good, marketable, insurable, and indefeasible title to the Property to the Buyer, subject only to the following Permitted Exceptions:
 - i. Building and zoning laws, ordinances, state and federal regulations.
 - ii. Reservation of minerals or mineral rights to the State of Minnesota, if any.

- iii. Public utility and drainage easements of record which will not interfere with the Buyer's intended use of the Property.
 - c. **Earnest Money.** The amount of earnest money shall total Five Hundred Dollars (\$500.00) and shall be paid in accordance with the following:
 - i. Within five business days of execution of this Agreement by both Parties, the sum of Five Hundred and 00/100 Dollars (\$500.00) shall be paid by the Buyer to Old Republic National Title Insurance Company and placed into a noninterest-bearing escrow account where it shall remain until Closing.
5. **Documents.** In addition to the Warranty Deed required at paragraph 4(b) above, the following documents shall be in approved form, be executed by the Seller either before or at Closing and be delivered by the Seller at Closing:
- a. A standard form Affidavit of Seller;
 - b. A "bring-down" certificate, certifying that all of the warranties made by the Seller in this Agreement remain true as of the Closing Date;
 - c. A certificate that the Seller is not a foreign national;
 - d. If an inspection by or on behalf of the Buyer discloses the existence of petroleum product or other pollutant, contaminant or other hazardous substance on the Property, either (i) a closure letter from the Minnesota Pollution Control Agency (MPCA) or other appropriate regulatory authority that remediation has been completed to the satisfaction of the MPCA or other authority; or (ii) an additional agreement for remediation/indemnification and security as the Buyer may require;
 - e. A well disclosure certificate, if required, or, if there is no well on the Property, the Warranty Deed given pursuant to paragraph 4(b) above must include the following statement: "The Seller certifies that the Seller does not know of any wells on the described real property.";
 - f. A Methamphetamine Disclosure Certificate;
 - g. Copies of any written lease agreements affecting the Property, if any, and details of any oral lease agreements affecting the Property, if any, and evidence of the termination of any such lease agreements; and
 - h. Any other documents reasonably required by the Buyer's title insurance company or attorney to evidence that title to the Property is marketable and that the Seller has complied with the terms of this Agreement.
6. **Contingencies.** The Buyer's obligation to buy is contingent upon the following:

- a. The Buyer's determination of marketable title pursuant to this Agreement;
- b. The Buyer's determination, in its sole discretion, that the results of any environmental investigation or inspection of the Property conducted pursuant to this Agreement are satisfactory to the Buyer; and
- c. Approval of this Agreement by the Buyer's governing body.

The Buyer shall have until the Closing Date to remove the foregoing contingencies. The contingencies at a. and b. are solely for the benefit of the Buyer and may be waived only by the Buyer. The contingency at c. may not be waived by either party. If the Buyer or its attorney gives written notice to the Seller that the contingencies at a., b. and c. are duly satisfied or waived, the Buyer and the Seller shall proceed to close the transaction as contemplated herein.

If one or more of the contingencies is not satisfied, or is not satisfied on time, and is not waived, this Agreement shall thereupon be void at the written option of the Buyer and the Buyer and the Seller shall execute and deliver to each other a termination of this Agreement. As a contingent Agreement, the termination of this Agreement is not required pursuant to Minnesota Statutes, Section 559.21, et. seq.

7. **Title Examination/Curing Title Defects.** Within 10 days after execution of this Agreement by both Parties, or as soon as reasonably possible thereafter, the Buyer shall, at its own expense, obtain a commitment for title insurance or other evidence satisfactory to Buyer ("Title Evidence") for the Property. The Buyer shall have twenty (20) business days after receipt of the Title Evidence to examine the same and to deliver written objections to title, if any, to the Seller. The Seller shall have until ten (10) days prior to the Closing (or such later date as the parties may agree upon) to make title marketable, at the Seller's expense. In the event that title to the Property cannot be made marketable or is not made marketable by the Seller by the Closing, then, at the option of the Buyer, this Agreement shall be null and void.
8. **Seller Representations and Warranties.** The Seller hereby represents and warrants to the Buyer as of the Closing Date that:
 - a. **Title.** The Seller has good, indefeasible, insurable and marketable fee simple title to the Property.
 - b. **Condemnation.** There is no pending or, to the actual knowledge of the Seller, threatened condemnation or similar proceeding affecting the Property or any portion thereof, and the Seller has no actual knowledge that any such action is contemplated.
 - c. **Defects.** The Seller is not aware of any latent or patent defects in the Property, such as sinkholes, weak soils, unrecorded easements and restrictions.

- d. **Legal Compliance.** The Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to and affecting the Property and the Seller shall continue to comply with such laws, ordinances, regulations, statutes, rules and restrictions through the Closing Date.
- e. **Legal Authority/Capacity.** The Seller has full power and authority to enter into and perform this Agreement in accordance with its terms. The Seller also has the legal capacity to enter into this Agreement. The Seller has not filed, voluntarily or involuntarily, for bankruptcy relief within the last year under the United States Bankruptcy Code, nor has any petition for bankruptcy or receivership been filed against the Seller within the last year.
- f. **Sewer and Water.** The Seller warrants that the Property is connected to City sewer and City water.
- g. **Mechanics' Liens.** The Seller warrants that, prior to the Closing, the Seller shall pay in full all amounts due for labor, materials, machinery, fixtures or tools furnished within the 120 days immediately preceding the Closing in connection with construction, alteration or repair of any structure upon or improvement to the Property.
- h. **Legal Proceedings.** There have been no bankruptcy or dissolution proceedings involving the Seller during the time the Seller has had any interest in the Property; there are no unsatisfied judgments or state or federal tax liens of record against the Seller; there are no unrecorded mortgages, contracts for deed, purchase agreements, options, leases, easements, or other agreements or interests relating to any of the Property; and there shall be no persons in possession of any portion of the Property other than the Seller at the time of the Closing. Additionally, there are no legal actions, suits or other legal or administrative proceedings, pending or threatened, that affect the Property or any portion thereof; and the Seller has no knowledge that any such action is presently contemplated.
- i. **Leases.** The Seller represents that there are no third parties in possession of the Property, or any part thereof; and that there are no leases, oral or written affecting the Property or any part thereof.
- j. **Third Parties.** Upon transfer of the Property to the Buyer, no third party by virtue of any purchase agreement, letter of intent or similar instrument executed by the Seller, unless such instrument is assigned to the Buyer at the Buyer's request, will have any claim or right to or against the Property, or against the Buyer as a result of any such instruments.
- k. **Broker.** The Seller has not engaged the services of a broker, or if the Seller has engaged the services of a broker, the Seller will be solely responsible for the costs

of such broker and shall defend, indemnify and hold the Buyer harmless from any claims of such broker.

- l. **Structures.** The Seller warrants that all buildings are entirely within the boundary lines of the Property.
- m. **Foreign Status.** The Seller is not a “foreign person” as such term is defined in the Internal Revenue Code.
- n. **Methamphetamine Production.** To the best of the Seller’s knowledge, methamphetamine production has not occurred on the Property.
- o. **Refuse and Hazardous Materials.** The Seller has not performed and has no actual knowledge of any excavation, dumping or burial of any refuse materials or debris of any nature whatsoever on the Property. To the Seller’s best actual knowledge and belief, and except as otherwise expressly indicated in this Agreement, there are no “Hazardous Materials” (as hereinafter defined) on the Property that would subject the Buyer to any liability under either federal or state laws, including, but not limited to, the disposal of any foreign objects or materials upon or in the Property, lawful or otherwise. Without limiting the generality of the foregoing, the Seller represents and warrants to the Buyer that, to the Seller’s best actual knowledge and belief:
 - i. The Property is not now and has never been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, process or in any manner deal with Hazardous Materials;
 - ii. No Hazardous Materials have ever been installed, placed, or in any manner handled or dealt with on the Property;
 - iii. There are no underground or aboveground storage tanks on the Property; and
 - iv. Neither the Seller nor any prior owner of the Property or any tenant, subtenant, occupant, prior tenant, prior subtenant, prior occupant or person (collectively, “Occupant”) has received any notice or advice from any governmental agency or any other Occupant with regard to Hazardous Materials on, from or affecting the Property.

The term “**Hazardous Materials**” as used herein includes, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any federal, state or local environmental law, ordinance, rule, or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C.

Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (42 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.) and in the regulations adopted and publications promulgated pursuant thereto.

Notwithstanding the foregoing, the Seller indicates and the Buyer acknowledges that there is a fuel oil tank buried underneath the Property and asbestos-based siding on the dwelling located on the Property.

The Seller's representations and warranties set forth in paragraphs 8(a) through 8(o) shall be continuing and are deemed to be material to the Buyer's execution of this Purchase Agreement and the Buyer's performance of its obligations hereunder. All such representations and warranties shall be true and correct on and as of the Closing Date with the same force and effect as if made at that time; and all of such representations and warranties shall survive the Closing and any cancellation or termination of this Purchase Agreement, and shall not be affected by any investigation, verification or approval by any party hereto or by anyone on behalf of any party hereto. The Seller agrees to defend, indemnify and hold the Buyer harmless for, from, and against any loss, costs, damages, expenses, obligations and attorneys' fees incurred should an assertion, claim, demand, action or cause of action be instituted, made or taken, which is contrary to or inconsistent with the representations or warranties contained herein.

The Seller further agrees that the breach of any of the foregoing representations and warranties shall constitute a default, whether said breach occurs prior to or after Closing, entitling the Buyer to exercise any remedy provided to the Buyer in this Agreement in the event of a default by the Seller.

9. **Maintenance of Property Prior to Closing.** Until the Closing, the Seller shall have the full responsibility for the continued maintenance of the Property. Prior to the Closing:
 - a. The Seller shall not cause any new liens, leases, contracts or encumbrances to be created by Seller against the Property; and
 - b. The Seller shall (i) maintain the Property in good repair, (ii) not make, terminate or materially change, amend, modify materially any agreements relating to the Property or other rights, obligations or agreements relating to use, ownership or operation of the Property where such changes, amendments or modifications would increase the Seller's obligations, liability or expenses thereunder, not enter into any commitments for the rental or use of the Property or any portion thereof, and (iii) not make any substantial alterations or changes to the Property other than ordinary and necessary maintenance repairs without the Buyer's prior written approval, which shall not be unreasonably withheld or delayed.

10. **Environmental Investigation.** Except as otherwise expressly indicated herein, the Seller warrants that the Property has not been used for production, storage, deposit or disposal of any toxic or hazardous waste or substance, petroleum product or asbestos product

during the period of time the Seller has owned the Property, and the Seller has no knowledge or information of any fact which would indicate the Property was used for production, storage, deposit or disposal of any toxic or hazardous waste or substance, petroleum product or asbestos product prior to the date the Seller purchased the Property. Notwithstanding the above, the Seller's warranty regarding petroleum products does not preclude the presence of heating oil or other similar products used as a heating fuel for the dwelling but the Seller does warrant that if there was a fuel tank on the Property used for the storage of heating oil or other similar product, the Seller has no knowledge of any leak in the tank or contamination caused thereby.

The Seller hereby grants to the Buyer and the Buyer's agents a license to enter and evaluate the Property for the purpose of conducting an environmental assessment. Further, the Buyer or the Buyer's agent shall have the right pursuant to the license to bring persons and equipment onto the Property, make inspections and perform tests and analyses as the Buyer may deem reasonable to determine the presence of any toxic or hazardous waste, substance, or petroleum product or asbestos product, and ascertain soil conditions on the Property. The Buyer shall bear the cost of any such environmental assessment. If the results of the environmental assessment are not to the satisfaction of the Buyer, the Buyer at its sole discretion may cancel this Agreement. If the Buyer cancels this Agreement pursuant to this provision, the Buyer shall restore the Property to its original condition or nearly so as is reasonably practicable.

11. **Real Estate Taxes and Special Assessments.** Real estate taxes payable in the year of closing will be pro-rated between the Buyer and the Seller to the Closing Date. No later than the Closing Date, the Seller shall pay all real estate taxes payable in previous years, the entire unpaid balance of special assessments, and all installments of special assessments levied, pending, and deferred, including special assessment installments payable after the year of Closing, and all interest thereon. If Closing occurs prior to the date the amount of real estate taxes due in the year of Closing are available from Ramsey County, the current year's taxes will be pro-rated based on the amount due in the prior year. The Seller agrees that any real estate taxes owed by the Seller pursuant to this paragraph and unpaid on the Closing Date may be deducted from the Purchase Price and placed into escrow for purpose of paying said taxes. In the event that any outstanding real estate taxes are deducted from the Purchase Price hereunder, the Seller shall no longer be obligated to pay on such amount deducted.
12. **Possession.**
 - a. **Possession.** The Seller agrees to deliver possession of the Property not later than the Closing Date.
 - b. **Utilities.** Prior to or at Closing, the Seller shall pay any outstanding utility obligations incurred in relation to the Property through the Closing Date.
 - c. **Removal of Property.** The Seller agrees to remove from the Property all debris and items of the Seller's personal property not expressly included in this sale no later than the Closing Date. This includes all personal property and debris located

inside of any structures and on the exterior portions of the Property. The Buyer may inspect the Property, upon 24 hours' notice, during the week prior to the Closing in order to ensure that removal of all debris and personal property has been completed. The Seller shall fully cooperate with such inspection and agrees to provide access to the Property for such inspection. Any debris or other items of personal property that are located during this inspection may later be removed and disposed of by the Buyer, and the Buyer's estimated costs related to said removal and disposal shall be deducted from the Purchase Price at Closing.

- d. **No Encumbrances.** The Seller agrees not to place any liens or encumbrances on the Property after the date of this Agreement.
13. **Well.** The Seller disclosed that an unsealed, unregistered well exists on the Property. The well has been covered with fill and slabs of concrete and, therefore, needs to be properly sealed and registered. Although the Buyer agrees to purchase the Property with the unsealed, unregistered well, the Seller agrees that Eight Hundred and 00/100 Dollars (\$800.00) shall be reduced from the aforementioned Purchase Price at closing to cover a portion of the Buyer's anticipated expenses related to locating, sealing, and registering the well.
14. **Closing Costs and Related Items.** The Buyer will pay: (a) the closing fees charged by the title insurance or other closing agent, if any, utilized to close the transaction contemplated by this Agreement; (b) fees for the title insurance commitment obtained by Buyer; (c) title insurance premium costs; (d) the recording fee for the deed transferring title to the Buyer; and (e) any survey or environmental investigation costs incurred by it, if any. The Seller will pay (a) any transfer taxes, recording fees and Well Disclosure fees required to enable the Buyer to record its deed from the Seller under this Agreement, and (b) all liens, encumbrances, or mortgages, and fees and charges related to the filing of any instrument required to make title marketable. Each party shall pay its own attorney fees.
15. **Default.** If Seller defaults in its obligation to close and deliver the deed in accordance with the provisions of this Agreement, the Buyer may, by notice upon Seller, (i) terminate this Agreement, in which event Seller shall reimburse the Buyer for all costs and expenses incurred by the Buyer in connection with this transaction up to and including the date of default, or (ii) avail itself of any other remedy for said default which it may have at law, in equity or by statute, including, but not limited to, an action for damages; or (iii) seek specific performance, and the reimbursement of costs and expenses. If the Buyer shall default in the performance of any of its obligations hereunder, then Seller may avail itself of any remedy for said default which it may have at law, in equity or by statute, including, but not limited to, an action for damages and/or specific performance.
16. **Notice.** Any notice must be in writing, and will be deemed delivered if delivered personally or when deposited in the United States Mail, postage pre-paid, to the following addresses (or such other address as may be designated by either party in writing):

If to Seller: Terrence D. O'Keefe
1810 Lydia Avenue West
Roseville, MN 55113

If to Buyer: City of Lauderdale
Attn: City Administrator
1891 Walnut Street
Lauderdale, MN 55113

w/copy to: Ronald H. Batty
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

17. **Inspections.** From the date of this Agreement to the Closing, the Buyer, its employees and agents, shall be entitled to enter upon the Property to conduct such surveying, inspections, or other investigations, as the Buyer shall elect; provided, that the Seller is given at least 24 hours' notice. Such inspections may include, at the Buyer's discretion, an examination of the interior and exterior of the physical structures located on the Property by the Lauderdale building official or other qualified individual.
18. **Runs with the Land.** The terms, covenants, indemnities and conditions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto. Time is of the essence of this Agreement.
19. **Assignment.** The Buyer shall have the right to assign its rights under this Agreement.
20. **No Waiver.** Nothing herein shall be construed as, or deemed to be a waiver of, the right of the Buyer at any time to exercise its powers of eminent domain with respect to the Property.
21. **Entire Agreement.** This Agreement represents the entire agreement and understanding between the Parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral.
22. **Modification and Waiver.** No purported amendment, modification or waiver of any provision hereof shall be binding unless set forth in a written document signed by both Parties (in the case of amendments or modifications) or by the party to be charged thereby (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.
23. **No Merger of Representations, Warranties.** The representations and warranties contained in this Agreement shall not be merged into any instruments of conveyance,

including but not limited to the Warranty Deed, delivered at Closing, but instead shall survive Closing, and the Parties shall be bound accordingly.

24. **Relocation.** The Buyer has notified the Seller that the Buyer only seeks to acquire the Property by voluntarily conveyance. The Seller acknowledges that no persons are being displaced from the Property as a result of the transaction contemplated by this Purchase Agreement and that neither the Seller nor any other party is eligible for relocation assistance and benefits and that the Purchase Price includes compensation for any and all relocation assistance and benefits for which the Seller or any other party may be eligible. The provisions of this paragraph shall survive Closing of the transaction contemplated by this Agreement.
25. **Risk of Loss.** If there is any loss or damage to the Property between the date hereof and the Closing Date, for any reason including, but not limited to, fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on the Seller. If the Property is destroyed or substantially damaged before the Closing, this Agreement may become null and void, at the Buyer's option. At the request of the Buyer, the Seller agrees to sign a cancellation of Agreement under such circumstances.
26. **Specific Performance.** This Agreement may be specifically enforced by the Parties, provided that any action for specific enforcement is brought within six months after the date of the alleged breach. This paragraph is not intended to create an exclusive remedy for breach of this Agreement. The Parties reserve all other remedies available at law or in equity.
27. **Incorporation of Recitals.** The Recitals set forth above in the preamble to this Agreement and the Exhibit attached to this Agreement are incorporated into this Agreement as if fully set forth herein.
28. **Additional Documents.** The Buyer and the Seller agree to cooperate with the other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to correct any clerical errors in this Agreement and to provide any and all additional documentation deemed necessary by either party to effectuate the transaction contemplated by this Agreement.
29. **Execution in Counterparts.** This Agreement may be executed in counterparts by the Parties hereto.
30. **Severability.** Any provision of this Agreement which is deemed void or unenforceable may be severed from the remaining provisions without affecting the enforceability of the remaining provisions.
31. **Choice of Law and Venue; Interpretation.** This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state

or federal courts of Minnesota, and the Parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in their names and on their behalf on or as of the date and year first above written.

SELLER:

Terrence D. O'Keefe

BUYER:

By: _____
Mary Gaasch
Its: Mayor

By: _____
Heather Butkowski
Its: City Clerk - Administrator

EXHIBIT A

LEGAL DESCRIPTION

Lots 8 and 9, Block 7, Lauderdale's East Side Addition to Minneapolis, Ramsey County, Minnesota.

LAUDERDALE COUNCIL ACTION FORM

Action Requested

Consent _____
 Public Hearing _____
 Discussion X
 Action X
 Resolution _____
 Work Session _____

Meeting Date June 12, 2018

ITEM NUMBER Eustis / Roselawn

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

As discussed at the last meeting, county staff sharpened their pencils and came up with additional dollars that closed a significant portion of the financial gap the City articulated was preventing the City from taking ownership of Eustis Street and Roselawn Avenue.

What we didn't have at the last meeting was the following financial run from Ehlers for a 10-year bond issue. Previously, the Council expressed concern over issuing debt that resulted in an annual debt levy greater than three percent (of our current levy) over the ten year bond repayment period. The updated information from Ehler's shows an annual debt levy of \$34,000 to \$39,000 or approximately a 5-6% debt levy depending on the year. It might not be that high as the cost estimates have all been run on the generous side and the County provided significant contingency funds.

Staff believe this last offer is the county engineer's highest and best. We can strategize ways to get the County to up the offer but that would require making an ask of the County Board. While it never hurts to ask, I think we would want to think through that collectively as there will be significant pushback from county staff to the County Board.

From staff's understanding, this is as close as the City and County have come to reaching a deal in the decades this conversation has gone on. The difference between a 3% and 5% debt levy is about \$16,000/year. Assuming the Council wants to move forward (with or without the additional ask from the County Board), staff recommends approving the expenditure of funds to do some soil borings before finalizing the agreement. The following memo provides additional information.

OPTIONS:

STAFF RECOMMENDATION:

Lauderdale, Minnesota

\$590,000 General Obligation Improvement Bonds, Series 2019

Assumes Current Market BQ AA Rates plus 75bps

10 Years

Sources & Uses

Dated 05/01/2019 | Delivered 05/01/2019

Sources Of Funds

| | |
|-------------------------|-----------------------|
| Par Amount of Bonds | \$590,000.00 |
| County Funds | 810,187.00 |
| City of Roseville Funds | 26,000.00 |
| St. Paul Water Fund | 150,000.00 |
| Prepaid Assessments | 30,600.00 |
| Total Sources | \$1,606,787.00 |

Uses Of Funds

| | |
|--|-----------------------|
| Total Underwriter's Discount (1.500%) | 8,850.00 |
| Costs of Issuance | 31,500.00 |
| Deposit to Capitalized Interest (CIF) Fund | 14,205.00 |
| Deposit to Project Construction Fund | 1,548,000.00 |
| Rounding Amount | 4,232.00 |
| Total Uses | \$1,606,787.00 |



Lauderdale, Minnesota

\$590,000 General Obligation Improvement Bonds, Series 2019

Assumes Current Market BQ AA Rates plus 75bps

10 Years

Debt Service Schedule

| Date | Principal | Coupon | Interest | Total P+I | CIF | Net New D/S | Fiscal Total |
|--------------|---------------------|----------|---------------------|---------------------|--------------------|---------------------|--------------|
| 05/01/2019 | - | - | - | - | - | - | - |
| 02/01/2020 | - | - | 14,205.00 | 14,205.00 | (14,205.00) | - | - |
| 08/01/2020 | - | - | 9,470.00 | 9,470.00 | - | 9,470.00 | - |
| 02/01/2021 | 50,000.00 | 2.750% | 9,470.00 | 59,470.00 | - | 59,470.00 | 68,940.00 |
| 08/01/2021 | - | - | 8,782.50 | 8,782.50 | - | 8,782.50 | - |
| 02/01/2022 | 55,000.00 | 2.850% | 8,782.50 | 63,782.50 | - | 63,782.50 | 72,565.00 |
| 08/01/2022 | - | - | 7,998.75 | 7,998.75 | - | 7,998.75 | - |
| 02/01/2023 | 55,000.00 | 2.950% | 7,998.75 | 62,998.75 | - | 62,998.75 | 70,997.50 |
| 08/01/2023 | - | - | 7,187.50 | 7,187.50 | - | 7,187.50 | - |
| 02/01/2024 | 55,000.00 | 3.050% | 7,187.50 | 62,187.50 | - | 62,187.50 | 69,375.00 |
| 08/01/2024 | - | - | 6,348.75 | 6,348.75 | - | 6,348.75 | - |
| 02/01/2025 | 55,000.00 | 3.150% | 6,348.75 | 61,348.75 | - | 61,348.75 | 67,697.50 |
| 08/01/2025 | - | - | 5,482.50 | 5,482.50 | - | 5,482.50 | - |
| 02/01/2026 | 60,000.00 | 3.250% | 5,482.50 | 65,482.50 | - | 65,482.50 | 70,965.00 |
| 08/01/2026 | - | - | 4,507.50 | 4,507.50 | - | 4,507.50 | - |
| 02/01/2027 | 60,000.00 | 3.350% | 4,507.50 | 64,507.50 | - | 64,507.50 | 69,015.00 |
| 08/01/2027 | - | - | 3,502.50 | 3,502.50 | - | 3,502.50 | - |
| 02/01/2028 | 65,000.00 | 3.400% | 3,502.50 | 68,502.50 | - | 68,502.50 | 72,005.00 |
| 08/01/2028 | - | - | 2,397.50 | 2,397.50 | - | 2,397.50 | - |
| 02/01/2029 | 65,000.00 | 3.500% | 2,397.50 | 67,397.50 | - | 67,397.50 | 69,795.00 |
| 08/01/2029 | - | - | 1,260.00 | 1,260.00 | - | 1,260.00 | - |
| 02/01/2030 | 70,000.00 | 3.600% | 1,260.00 | 71,260.00 | - | 71,260.00 | 72,520.00 |
| Total | \$590,000.00 | - | \$128,080.00 | \$718,080.00 | (14,205.00) | \$703,875.00 | - |

Significant Dates

| | |
|-------------------|-----------|
| Dated | 5/01/2019 |
| First Coupon Date | 2/01/2020 |

Yield Statistics

| | |
|-----------------------------------|-------------|
| Bond Year Dollars | \$3,847.50 |
| Average Life | 6.521 Years |
| Average Coupon | 3.3289149% |
| Net Interest Cost (NIC) | 3.5589344% |
| True Interest Cost (TIC) | 3.5824689% |
| Bond Yield for Arbitrage Purposes | 3.3179949% |
| All Inclusive Cost (AIC) | 4.5698108% |

IRS Form 8038

| | |
|---------------------------|-------------|
| Net Interest Cost | 3.3289149% |
| Weighted Average Maturity | 6.521 Years |



Lauderdale, Minnesota

\$590,000 General Obligation Improvement Bonds, Series 2019

Assumes Current Market BQ AA Rates plus 75bps

10 Years

Debt Service Schedule

| Date | Principal | Coupon | Interest | Total P+I | CIF | Net New DIS | 105% of Total | Assessments | Levy/(Surplus) |
|--------------|---------------------|----------|---------------------|---------------------|--------------------|---------------------|---------------------|---------------------|---------------------|
| 02/01/2020 | - | - | 14,205.00 | 14,205.00 | (14,205.00) | - | - | - | - |
| 02/01/2021 | 50,000.00 | 2.750% | 18,940.00 | 68,940.00 | - | 68,940.00 | 72,387.00 | 36,712.16 | 35,674.84 |
| 02/01/2022 | 55,000.00 | 2.850% | 17,565.00 | 72,565.00 | - | 72,565.00 | 76,193.25 | 36,712.16 | 39,481.09 |
| 02/01/2023 | 55,000.00 | 2.950% | 15,997.50 | 70,997.50 | - | 70,997.50 | 74,547.38 | 36,712.16 | 37,835.22 |
| 02/01/2024 | 55,000.00 | 3.050% | 14,375.00 | 69,375.00 | - | 69,375.00 | 72,843.75 | 36,712.15 | 36,131.60 |
| 02/01/2025 | 55,000.00 | 3.150% | 12,697.50 | 67,697.50 | - | 67,697.50 | 71,082.38 | 36,712.16 | 34,370.22 |
| 02/01/2026 | 60,000.00 | 3.250% | 10,965.00 | 70,965.00 | - | 70,965.00 | 74,513.25 | 36,712.16 | 37,801.09 |
| 02/01/2027 | 60,000.00 | 3.350% | 9,015.00 | 69,015.00 | - | 69,015.00 | 72,465.75 | 36,712.16 | 35,753.59 |
| 02/01/2028 | 65,000.00 | 3.400% | 7,005.00 | 72,005.00 | - | 72,005.00 | 75,605.25 | 36,712.16 | 38,893.09 |
| 02/01/2029 | 65,000.00 | 3.500% | 4,795.00 | 69,795.00 | - | 69,795.00 | 73,284.75 | 36,712.17 | 36,572.58 |
| 02/01/2030 | 70,000.00 | 3.600% | 2,520.00 | 72,520.00 | - | 72,520.00 | 76,146.00 | 36,712.16 | 39,433.84 |
| Total | \$590,000.00 | - | \$128,080.00 | \$718,080.00 | (14,205.00) | \$703,875.00 | \$739,068.75 | \$367,121.60 | \$371,947.15 |

Significant Dates

| | |
|-------------------|-----------|
| Dated | 5/01/2019 |
| First Coupon Date | 2/01/2020 |

Yield Statistics

| | |
|-----------------------------------|-------------|
| Bond Year Dollars | \$3,847.50 |
| Average Life | 6.521 Years |
| Average Coupon | 3.3289149% |
| Net Interest Cost (NIC) | 3.5589344% |
| True Interest Cost (TIC) | 3.5824689% |
| Bond Yield for Arbitrage Purposes | 3.3179949% |
| All Inclusive Cost (AIC) | 4.5698108% |

Lauderdale, Minnesota

\$275,400 General Obligation Improvement Bonds, Series 2019

Assessments - 10 Years

2.0% over TIC - Equal P&I

Assessments

| Date | Principal | Coupon | Interest | Total P+I |
|--------------|---------------------|----------|--------------------|---------------------|
| 12/31/2020 | 21,289.76 | 5.600% | 15,422.40 | 36,712.16 |
| 12/31/2021 | 22,481.98 | 5.600% | 14,230.18 | 36,712.16 |
| 12/31/2022 | 23,740.98 | 5.600% | 12,971.18 | 36,712.16 |
| 12/31/2023 | 25,070.47 | 5.600% | 11,641.68 | 36,712.15 |
| 12/31/2024 | 26,474.42 | 5.600% | 10,237.74 | 36,712.16 |
| 12/31/2025 | 27,956.98 | 5.600% | 8,755.18 | 36,712.16 |
| 12/31/2026 | 29,522.58 | 5.600% | 7,189.58 | 36,712.16 |
| 12/31/2027 | 31,175.84 | 5.600% | 5,536.32 | 36,712.16 |
| 12/31/2028 | 32,921.69 | 5.600% | 3,790.48 | 36,712.17 |
| 12/31/2029 | 34,765.30 | 5.600% | 1,946.86 | 36,712.16 |
| Total | \$275,400.00 | - | \$91,721.60 | \$367,121.60 |

Significant Dates

| | |
|--------------------|------------|
| Filing Date | 1/01/2020 |
| First Payment Date | 12/31/2020 |



LAUDERDALE COUNCIL ACTION FORM

Action Requested

Consent _____
Public Hearing _____
Discussion _____ X
Action _____ X
Resolution _____
Work Session _____

Meeting Date June 12, 2018

ITEM NUMBER Eustis / Roselawn Testing

STAFF INITIAL 

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

This memo is a follow up to the previous discussion regarding the transfer of Eustis Street and Roselawn Avenue. As the City and County are close to reaching a deal over the roads, the city engineer recommends soil borings be done prior to finalizing an agreement. To this point, some assumptions have been made by the City and County with regard to the existing road. Soil borings will provide some insight and provide a final look for any issues that would deter the Council from agreeing to take ownership of the roads.

Kellie Schlegel received proposals from four companies and provided the following memo. The best proposal was from Northern Technologies, LLC. The County is aware of our interest in doing the soil borings and understands an agreement won't be finalized until we know the results.

OPTIONS:

STAFF RECOMMENDATION:

Motion to contract with Northern Technologies, LLC for soil borings as presented.

To: Heather Butkowski
Lauderdale City Administrator

From: Kellie Schlegel
St. Paul, MN

File: Eustis Street

Date: June 8, 2018

Reference: Eustis Street Geotechnical Proposals

We recently solicited and received proposals from four geotechnical firms to conduct soil borings and prepare a corresponding geotechnical report for Eustis Street between Roselawn Avenue and Larpenteur Avenue. We have reviewed the proposals and they all meet the requested scope and can meet the final report deadline of July 20, 2018.

Below is a summary of the proposals received:

| Firm | Proposed Fee |
|--|---------------------|
| Northern Technologies, LLC (NTI) | \$3,950 |
| Element Materials Technology | \$4,250 |
| American Engineering Testing, Inc. (AET) | \$5,622 |
| Braun Intertec | \$5,975 |

The geotechnical work proposed would provide more accurate information on the underlying materials and overall condition of Eustis Street, and is recommended should the City choose to proceed with the turnback of Eustis Street and the ultimate rehabilitation of the roadway.

Please review the proposals and let me know if you have any questions. Should the City choose to proceed with the geotechnical work, the City should enter into the contract directly with the chosen geotechnical firm.

Stantec Consulting Services Inc.

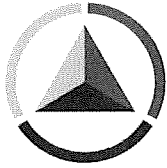
Kellie M. Schlegel

Kellie Schlegel, PE
Associate

Phone: (651) 604-4734
Fax: (651) 636-1311
kellie.schlegel@stantec.com

Attachment: Eustis Street Geotechnical Proposals

c. Darren Amundsen, Stantec



NTI[™]
NORTHERN
TECHNOLOGIES, LLC

6160 Carmen Avenue East
Inver Grove Heights, MN 55076
P: 651.389.4191 F: 651.389.4190
www.NTIgeo.com

Unearthing confidence[™]

May 25, 2018

City of Lauderdale
Attention: Heather Butkowski
1891 Walnut Street
Lauderdale, MN 55113

RE: Proposal for Geotechnical Services
Eustis Street Improvement Project
Lauderdale, Minnesota
NTI Proposal P8428

We are pleased to submit our proposal to perform Geotechnical Services for the above referenced project. The purpose of this study is to collect representative soil samples, analyze the subsurface soil and groundwater conditions and to furnish a detailed geotechnical engineering report with appropriate design and construction recommendations.

The proposed project consists of the reconstruction of Eustis Street from Roselawn Avenue to Larpentuer Avenue in Lauderdale, Minnesota. The project is to include the replacement of the water main and also the installation of storm sewer.

SCOPE OF WORK

The following is our proposed work scope based on the request for proposal provided by Stantec Consulting Services, Inc.

NTI understands that a representative of Stantec will mark the proposed boring locations. Alternately, NTI can mark the proposed boring locations based upon a boring location drawing that is to be provided by either Stantec or a representative of the City.

NTI will contact the Minnesota "One-Call" system for clearance of public utilities within the area of the soil borings.

NTI will then mobilize a truck mounted drill to the site to drill 10 borings. Each boring will be advanced to a depth of approximately 10 feet below existing grade. The total lineal feet of drilling proposed is 80 feet.

Precision · Expertise · Geotechnical · Materials



**Proposal for Geotechnical Services
Eustis Street Improvement Project
Lauderdale, Minnesota**

Borings may be terminated early if soil/bedrock conditions resulting in practical auger refusal are encountered prior to the proposed termination depths. If soft soils or organic soils are encountered near termination we will continue drilling a reasonable depth until a minimum of five (5) feet of stable soils are observed.

NTI has assumed that there is reasonable access to the proposed borehole locations. This would include safe working distances from utilities, removal of site obstructions that prohibit access to the proposed borehole locations, etc.

Soil sampling in the borings will be performed at 2-1/2-foot intervals to a depth of 10 feet. Soil sampling will be performed in general accordance with ASTM D 1586. A geotechnical engineer will visually classify field-collected samples in general accordance with ASTM D 2488. Each soil sample's color, relative moisture, SPT N-value, relative density, consistency and estimated compressive strength will be documented on soil boring logs.

We will measure for the presence of groundwater or lack thereof when we complete each soil boring. We will backfill the soil borings with soil cuttings or high solids bentonite grout to comply with current Minnesota Department of Health Regulations.

We will perform laboratory tests on selected soil samples, this may include:

1. Plastic/liquid limit tests on cohesive soils.
2. Moisture tests.
3. Gradations.
4. Organic content tests.

Upon completion of the field and laboratory work, a geotechnical engineering report will be prepared. The report will include the logs of the borings, location drawing and the results of the field and laboratory tests. In addition, the report will include our engineering opinions and recommendations regarding:

1. Site preparation and excavation recommendations.
2. Engineered fill and compaction recommendations.
3. Anticipation and management of groundwater for design and construction.
4. Potential construction difficulties regarding excavation and backfill.
5. Estimated R-Value for use in bituminous pavement design.
6. Recommended pavement design thickness based upon either assumed traffic volumes or traffic counts which are to be provided to NTI.

NTI's engineers are also available to provide geotechnical guidance to the design team, evaluate value engineered alternatives, review earthwork, groundwater control, and other civil plans and specifications as an additional service. NTI's engineers, special inspectors and technicians are available to provide construction and materials testing services once the project construction begins. This provides professional continuity of services throughout the design and construction of the project.



**Proposal for Geotechnical Services
Eustis Street Improvement Project
Lauderdale, Minnesota**

DELIVERABLES

NTI will provide an electronic PDF copy of the final report to the client. Two bound hard copies are available upon request.

COST

We will perform the base geotechnical exploration and report described above for a fixed fee of \$3,950. Additional services outside of the scope of services outlined above will be invoiced as shown below. NTI will contact the design team for these additional services prior to commencement.

| Additional Item | Cost |
|--|---|
| Additional drilling on the same mobilization | \$22 per lineal foot |
| Post report consultation, in excess of 2 hours | \$125 per hour |
| Other services | Per our standard fee schedule, less 10% |

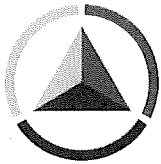
Our fees assume that the soil can be disposed of on site, such as replacement within the borehole (as permitted by MDH regulations) or by thin spreading near the borehole. Additional fees may apply for handling the spoils or for containerizing (drumming) spoils. Environmental hazard testing may be required for disposal to a landfill, if needed.

NTI's fees assume that the work may be performed with standard construction Personal Protective Equipment (PPE), including hard hats, safety glasses, hearing protection and visibility equipment such as vests. If additional PPE is required, such as for drilling in an environmentally contaminated area or in a confined space, additional fees will apply.

As of July 1, 2017, MDH has modified the requirements for abandonment of geotechnical soil bore holes. The new mandate requires that a bore hole permit application is submitted along with a sealing report for each site where borings deeper than 15 feet have been performed. Additionally, any boring 15 feet or greater must be sealed using bentonite grout. This proposal does not include the fees associated with this additional requirement as all borings are proposed to be terminated prior to 15 feet in depth from the existing ground surface.

SCHEDULE

Upon receiving authorization to proceed, the field work will typically begin in approximately 7 to 10 business days and will take approximately 1 day to complete. The report will be issued to you within 7 to 10 business days of completion of the field work. Boring logs and verbal information regarding our findings can be provided within 2 to 3 days after the field work has been completed. NTI has the capacity to meet the required report schedule assuming we are given notice to proceed by July 6, 2018.



Proposal for Geotechnical Services
Eustis Street Improvement Project
Lauderdale, Minnesota

ACCEPTANCE

Please indicate your acceptance of this proposal by signing on the signature block below and returning a copy to us. The attached General Conditions are an integral part of this proposal. This proposal is effective until July 6, 2018.

We thank you for the opportunity of submitting this proposal and look forward to working with you through both the design and construction phase of this project. If you have any questions regarding this proposal, please contact the undersigned at 763-433-9175.

NORTHERN TECHNOLOGIES, LLC

Robert R. Hawkins, GIT
Staff Geologist

Ryan M. Benson, P.E.
Vice President

Attachments: General Conditions

STANTEC CONSULTING SERVICES, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____



GENERAL TERMS & CONDITIONS

1.0 CONTRACT

- a. The foregoing Proposal and these General Terms and Conditions constitute the contract (hereinafter, "Contract") between Northern Technologies, LLC, (hereinafter, "NTI") and the party signing the Client Authorization (hereinafter, "Client")
- b. If Client directs NTI to proceed with Services (as defined below) prior to execution of this Contract, or if Client allows NTI to continue with Services after having received this Contract, it is understood that each party is bound by the terms and conditions of this Contract whether or not Client has signed this Contract.

2.0 SERVICES

- a. NTI will provide Client with the services specified in the Proposal (hereinafter, "Services" or "Scope of Services") in accordance with the Contract's terms. Services enumerated in writing in the Contract are considered Basic Services. Services not specifically enumerated in writing in the Contract are not included in the scope of NTI's Services and are not NTI's responsibility.
- b. Should the need arise for NTI to expand our services in response to conditions or events outside our control, NTI would, under Client's direction, submit a separate proposal providing such Additional Services. Additional Services are not included under Basic Services nor are they covered by the compensation for Basic Services.
- c. NTI will provide Services to Client as an independent contractor and not as the Client's employee, agent, partner, or joint venturer.
- d. NTI shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site. If, while performing the Services any hazardous substances or conditions are discovered or encountered that pose unanticipated risks or costs, it is agreed that the scope of Services, time schedule and the estimated Contract costs shall be reconsidered and that this Contract may, at NTI's option, be re-negotiated or terminated. If the Contract is so terminated, Client shall pay NTI for the Services performed up to the date of termination plus NTI's reasonable termination and demobilization costs and expenses.
- e. If NTI's performance of the Services is delayed by Client or by any other circumstance beyond NTI's direct and reasonable control, then the time for NTI's completion of the Services shall be automatically extended based upon the duration and impact of each such delay and NTI shall be entitled to additional compensation from Client

3.0 GENERAL RESPONSIBILITIES

- a. NTI shall not be responsible for the performance of any activity or obligation other than the Services specified in the Contract, and NTI's performance shall not be construed as relieving Client or any third party of their responsibilities. NTI shall have no responsibility for, or any liability pertaining to: (1) the superintending, supervising, or directing of the work of any independent contractor, agent or employee of Client or any third party; or (2) the results or consequences of work performed by any such independent contractor, agent or employee of Client or any third party; or (3) any claims or allegations of rights by any person or party other than Client relating to NTI's Services; or (4) for job site safety at the location which is the subject of this Contract (hereinafter, "Site").
- b. NTI will be responsible for obtaining only those government permits, approvals and authorizations that are specified in the Scope of Services of the Contract. NTI is not responsible for project delays, damages or impacts due to the government's failure to issue said permits in a timely fashion.
- c. Unless otherwise expressly agreed by NTI and Client in writing NTI's performance of its Services is solely and exclusively for the benefit of the Client and no party other than Client shall be entitled to rely upon any documentation, representation, report, statement or service made or performed by NTI.

4.0 CLIENT RESPONSIBILITIES

- a. Client will make available to NTI all known information regarding existing and proposed requirements which affects the work, including but not limited to: specifications, contracts, recommendations, plans and change orders.

- b. Client will immediately transmit to NTI any new information that becomes available to Client or Client's contractors or subcontractors, so that recommended actions can be reviewed.
- c. Client will provide a representative to answer questions about the project when required by NTI upon 24-hour notice.
- d. Client will not hold NTI liable for any incorrect advice, judgment, or decision based on any inaccurate information furnished by or on behalf of Client, and Client will indemnify NTI against liability arising out of or contributed to by such information.
- e. NTI shall be entitled to additional compensation for all extra work caused by or resulting from the failure of the information provided to accurately describe the Site conditions.
- f. With the exception of those specified as NTI's responsibility in the Scope of Services, Client shall timely obtain all necessary permits, governmental approvals and access agreements to allow NTI and its agents access to the Site and any buildings thereon.
- g. Client is responsible for notifying property owner(s) of the nature, scope and timing of NTI's work, along with any potential damage that may occur during the execution of said work.
- h. Client shall provide reasonable safe access to the proposed location of work including but not limited to slopes, distance from utilities, removal of site obstructions, etc.

5.0 NTI RESPONSIBILITIES

- a. NTI will perform its Services consistent with the level of care and skill ordinarily exercised by members of the geotechnical and materials testing profession currently practicing under similar conditions (the "Standard of Care"). No warranty of any kind, expressed or implied, is made by NTI.
- b. NTI will be responsible for its data, interpretation and recommendations, but will not be responsible for interpretation by others.
- c. NTI will take reasonable precautions to prevent damage to property. However, unless specifically included in the Scope of Services NTI will not be responsible for the repair or cost of repairs of property including but not limited to pavements, turf, walks, vegetation, utilities, irrigation, buildings or any other site improvements.

6.0 INSURANCE

- a. NTI will carry worker's compensation insurance and public liability, property damage, and errors and omissions insurance policies, which NTI considers adequate. In addition to any other limitations set forth in this Contract, it is agreed that in no event will NTI be responsible for loss, damage or liability beyond the limits and conditions of NTI's available insurance. NTI will not be responsible for any loss or liability arising from the negligence of Client or by other persons or entities employed by Client.

7.0 COMPENSATION

- a. NTI's Proposal specifies if the fee is a fixed fee or an estimate based on set rates. Unless specifically stated in the Proposal Client acknowledges that the fee estimate will not be construed to be a maximum or not to exceed amount.
- b. NTI will submit invoices to client monthly, and a final invoice upon completion of Services. Invoices will show charges based on current NTI Fee Schedule or other basis agreed upon in writing. A detailed separation of charges and backup data will be provided at Client's request.
- c. Client shall notify NTI immediately if there are any issues relating to the invoice format, amounts, name of responsible party or any other factors preventing payment of the invoice as submitted.
- d. Unless specifically stated in the Proposal, NTI's fees will not be subject to retainage.
- e. Unless specifically stated in the Proposal, payment of invoices for NTI Services shall not be contingent upon project financing or payments received by the Client from other parties.
- f. The Client will pay the balance stated on the invoices unless Client notifies NTI in writing of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. NTI will strive to resolve Client's concerns in a timely manner as long as the balance of the invoice is paid within the terms of this Contract. In



GENERAL TERMS & CONDITIONS

the event Client fails to bring a billing dispute to NTI's attention within the 15-day period, Client waives the right to later dispute the invoice.

- g. Payment is due upon receipt of invoice and is considered past due thirty (30) days from invoice date. On past due accounts, Client will pay a late charge of 1.5% per month, or the maximum allowed by law.
- h. In the event Client fails to pay NTI within sixty (60) days following invoice date, NTI may consider the default a total breach of this Contract and all duties of NTI under this Contract will be terminated.
- i. Partial payments received will first be applied to accrued late charges, then expenses and then to the principal balance.
- j. Client agrees that NTI may increase its billing rates/fees on each anniversary of this Contract.

8.0 OWNERSHIP OF DOCUMENTS / SAMPLES

- a. The Client acknowledges that the reports, data, plans, specifications, representations, correspondence and all other documents prepared by NTI as part of its Services under this Contract (collectively referred to as "Documentation") are instruments of NTI's service to Client. Client agrees to save, defend, indemnify and hold NTI and its officers, directors, shareholders, employees and agents harmless from and against all claims, damages, losses and related expenses (including, without limitation, all reasonable attorney fees, disbursements, expert witness fees and all costs of court and litigation) in any manner arising from or pertaining to: (a) any re-use of the Documentation without the prior written authorization of NTI or, (b) claim(s) by any third party (other than Client) to whom Client distributed or provided any of the Documentation, either directly, through an agent, or by requesting that NTI provide it to the third party, without the prior written authorization of NTI.
- b. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- c. NTI will retain all pertinent records concerning Services performed for a period of two (2) years after the report is sent; during that time the records will be made available to the Client during NTI's normal business hours.
- d. NTI will retain representative samples for 30 days after submission of NTI report. Upon request by Client, samples can be shipped, charges collect, to destination selected by Client; or NTI can store them for an agreed upon storage charge.

9.0 DISPUTES

- a. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Contract, including, but not limited to, breach thereof, shall be referred for mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to litigation.
- b. In the event of any litigation arising out of or relating to this Contract or the Services, the prevailing party shall be entitled to reasonable attorneys' and experts' fees, court costs and other costs of collection including NTI's labor costs in connection with the prosecution of any collection lawsuit.

10.0 LIMITATION OF LIABILITY

- a. CLIENT understands that the Services provided by NTI involve the application of scientific and technical skill, judgment and discretion that is not an exact science and that NTI cannot and does not guaranty the results of its Services. Instead, NTI agrees to perform the Services according to the Standard of Care.
- b. NTI's liability to the Client and all contractors and subcontractors on the project, for damages due to professional negligence, negligence or breach of any other obligation to Client or others, will be limited to an amount not to exceed \$20,000 or NTI's fee, whichever is less.
- c. Client will notify any contractor or subcontractor who performs work in connection with any work done by NTI of the limitations of liability for design defects, errors, omissions, or professional negligence, and to require as a condition precedent to their performing their work, a like indemnity and limitations of liability on their part as against NTI.

In the event the Client fails to obtain a like limitation and indemnity, Client agrees to indemnify NTI for any liability to any third party.

- d. NTI shall have no liability for any failure to perform or delay in performance due to any circumstances beyond its reasonable control. Additionally, in no event shall NTI be liable or responsible to Client or any other person for any consequential, special, incidental, exemplary, or punitive damages, including but not limited to, governmental fines, penalties or liabilities, lost profits or other economic loss (whether arising from negligence, errors, omissions, breach of contract, breach of warranty, tort, strict liability or otherwise), resulting from any claimed defect or deficiency in the Services provided by NTI or any failure by NTI to provide Services.

11.0 TERMINATION

- a. This agreement may be terminated by either party upon seven (7) days written notice if there is substantial failure by the other party to perform. Termination will not be effective if substantial failure is remedied before expiration of the seven days. Upon termination, other than for NTI's default, NTI will be paid for Services rendered plus reasonable termination expenses.
- b. If the Contract is terminated prior to completion of all reports contemplated by the agreement, or suspended for more than three (3) months, NTI may complete analysis and records as are necessary to complete its files and may complete a report on the Services performed. Termination or suspension expenses will include direct costs of completing analysis, records and report.

12.0 ASSIGNS

- a. Neither party may assign duties or interest in the Contract without the written consent of the other party.

13.0 MISCELLANEOUS

- a. If any provision or provisions of this Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- b. This Contract is the entire agreement between NTI and Client and it supersedes all prior written or oral agreements with respect to the subject matter hereof. No amendment or assignment of the Contract shall be effective unless agreed to in a writing signed by authorized representatives of both parties.
- c. The provisions of this Contract relating to the limitation of liability and damages, warranties, indemnification, use of plans, specifications, reports and all other Documentation provided by NTI and those specifying choice of law, dispute resolution, notice, waiver, and severability shall survive termination of this Contract.
- d. The terms of this Contract and its enforcement and interpretation shall be governed by the laws of the state where the project is located. If any provision of this Contract is determined to be unlawful, invalid or unenforceable, that provision shall be severed from the Contract and shall not render this Contract, or any other of its other provisions, unlawful, invalid or unenforceable.

14.0 PRE-LIEN NOTICE

- a. By signing this Contract Client represents and warrants that it either owns fee title to, or has the legal right to direct NTI to perform Services in connection with, the site of the project and that there is presently nothing to prevent NTI from filing a lien against the site of the project.
- b. ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.
- c. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.



Element Materials Technology
662 Cromwell Avenue
St Paul, MN
55114-1720 USA

P 651 645 3601
F 651 659 7348
T 888 786 7555
info.stpaul@element.com
element.com

Quotation

Ms. Kellie Schlegel P.E.
City of Lauderdale C/O Stantec Consulting Services Inc.
SAINT PAUL, 55113
UNITED STATES
P 651 604 4734
kellie.schlegel@stantec.com

Date
Number
Valid until
Subject

6/1/2018
ESP0079069Q/0
7/31/2018
City of Lauderdale - 2019 Eustis
Street Reconstruction
Geotechnical Services
John Starke

Submitted by

INTRODUCTION

Element Materials Technology St. Paul Inc. (Element) thanks you for the opportunity to submit this proposal for geotechnical services to aid the City of Lauderdale, Minnesota with design and reconstruction of Eustis Street from Roselawn Avenue to Larpentuer Avenue. We have completed numerous projects with a similar scope and are experienced with the tasks involved to complete these services for this project.

SCOPE OF WORK

Based upon our review of the request for proposal from Stantec Consulting (Stantec), we have developed a scope of services for this project as stated below.

1. Discuss with Stantec and the City of Lauderdale the project design basis. Assist the City with the layout of ten (10) soils borings along Eustis Street. The City or its designated engineer will measure the ground surface elevation at each boring location. If requested, Element can provide this service at additional cost if a site topographic map or known benchmark reference elevation is available. The survey if provided by Element will be used to determine approximate ground surface elevations at the boring locations to the nearest 1/2' and should not be used for project design or construction. Actual boring locations to be dependent on site access or other physical site obstructions that could impede drilling operations. Element will contact Gopher-State-One-Call to locate public utilities surrounding the boring locations. We assume any private utilities within the project roadway would be located by the City. If private utilities cannot be located by the City, Element would subcontract this service with an approved private utility locator (Private Underground) at a rate of \$175.00/hr. This cost is not included in our Scope of Work.

2. Explore the subsurface soil and groundwater conditions by drilling ten (10) Standard Penetration Test (SPT) soil borings to depths of approximately 8' each (total of 80 lineal feet of drilling) or to auger refusal upon bedrock/obstruction if occurring at a shallower depth. Drilling would be performed by either a truck or ATV mounted drill rig using hollow stem augers to advance the boreholes. Boring depth may be extended per authorization from client or owner if soft soils are encountered at depth to properly evaluate geotechnical conditions. If cobbles and/or other obstructions are encountered during drilling activities, they will be noted on the boring logs at the locations that they were encountered. Prices for additional boring depth are provided below. Borings will be backfilled per Minnesota Department of Health (MDH) rules. Note: if the borings extend greater than 15', MDH requires boreholes to be abandoned in accordance with MDH grout backfilling procedures. The cost for backfilling per this method would be charged to client at a rate \$6.00/ft. per length of borehole. In addition, client would be responsible for the \$75.00 MDH borehole abandonment notification and filing fee. If requested, Element would provide the filing for an additional handling fee of \$100.00. During drilling element will provide traffic controls including cones and signage to safely route traffic around the drilling areas. Because Eustis street is primarily for residential use with low traffic volume, we believe special traffic controls would not be required. Costs for special traffic controls are not included with this Scope of

Work.

3. Perform laboratory review of soil samples to check soil classification. Selected samples would be submitted to the laboratory for moisture content and particle size distribution (gradation) to aid in classifying soils and evaluating engineering properties. Soil laboratory tests for environmental impacts are not included with this Scope of Work. Environmental services can be provided at additional costs, if requested.

4. Element will prepare a geotechnical engineering report including logs of soil borings with standard penetration readings and groundwater measurements if encountered, a site plan sketch showing the approximate boring locations, laboratory test data, and recommendations for pavement design and construction with estimates of pavement subgrade R-value(s).

FIELD WORK/SCHEDULE

The drilling work and laboratory testing will be performed in general accordance with the applicable American Standards for Testing and Materials (ASTM) procedures. The soils will be visually and manually classified in the field and then in the laboratory by a geotechnical engineer. The borings will extend to the depths as noted above. The boreholes may extend deeper if unsuitable subsoil's are encounter and as authorized by Client.

Upon City acceptance of this Scope Of Work and Notice to Proceed, Element will proceed with assisting the City with location of the borings. Our drilling schedule would allow us to begin this work at the end of June, 2018 provided all existing utilities are cleared surrounding the the project area. A geotechnical report would be submitted to the the City and its engineer by July 20, 2018. If requested, Element will have available draft geotechnical boring logs five (5) business days after drilling.

COST

The fee for the soil borings, laboratory review/testing and geotechnical report is outlined below:

| | | |
|--|----------------------|-----------------------------|
| Meet with Client, Assist with Locating Borings, Equipment Mobilization/Demobilization, Drilling, Traffic Controls, Soil Laboratory Testing, Preparing a Geotechnical Report | 1.00 Ea @ 4,250.00 : | 4,250.00 |
| | Total | 4,250.00 |
| | | All prices in: U.S. Dollars |

This estimate covers the work needed to perform the soil exploration, obtain field samples, perform laboratory testing, and prepare a geotechnical report. To confirm field schedule and fees please have this proposal approved/signed and return to us.

Additional boring depth, if needed and authorized by Client, would be at a rate of \$25.00 per foot. Additional engineering or any technician/driller stand-by time due to site access challenges or other logistics would be at a rate of \$110.00 per hour. If rock coring is required, there will be an additional cost of \$50.00 per foot plus set-up costs (Typically \$1000). We do not anticipate rock coring for this project. This proposal does not include environmental testing or rock coring.

Our drill rig may cause minor damage to the ground surface when accessing the boring locations or while drilling. Element will take all precautions to minimize damage. Client will notify affected parties of the planned drilling work to be conducted on this property. This proposal does not include tree cutting, snow removal, moving vehicles, site demo work, providing or constructing access, etc., to boring locations. There may be



additional costs should we encounter these or other site access challenges.

Costs for special permits if needed or required to perform this work are not included with this Scope of Work. Any additional costs for City/County or other permits if required for this work would be the responsibility of Client.

This price is valid for thirty days from date above. Invoices are due upon receipt. A late payment FINANCE CHARGE will be charged at the periodic rate of 1.5% per month (or the maximum allowed by law) on any balance remaining unpaid 30 days after the date of the invoice.

GENERAL TERMS AND CONDITIONS

We understand that the services we would provide for this project would be performed under our the attached services agreement.

CLOSURE

We look forward to working with you on this project. This estimate covers the work needed to perform the soil exploration, obtain field samples, perform laboratory sample review/testing and prepare a report. Please indicate your acceptance of this proposal by signing a copy and returning it to us as our notice to proceed. If you have any questions regarding this proposal, please contact Mark Straight at 651-659-7447; email at mark.straight@element.com or John Starke at 651-659-7429; email at john.starke@element.com.

Sincerely,

John Starke

Senior Geotechnical Engineer, P.E.
Phone: 651 659 7429
Email: john.starke@element.com

CONDITIONS AND VALIDITY: The only applicable terms and conditions on this quote are the GENERAL TERMS AND CONDITIONS OF SALE AND PERFORMANCE OF TESTING SERVICES BY ELEMENT MATERIALS TECHNOLOGY, a North Carolina business corporation ("ELEMENT") dated 12/02/2011. In no event shall Element Materials Technology, be liable for any consequential, special, or indirect loss or any damages above the cost of the work. PAYMENT TERMS: PREPAYMENT FOR FEES GREATER THAN \$500. BALANCE DUE UPON DELIVERY OF REPORT. A LATE PAYMENT FINANCE CHARGE WILL BE APPLIED AT THE PERIODIC RATE OF 1.5% PER MONTH FOR THE MAXIMUM ALLOWED BY LAW ON ANY BALANCE REMAINING UNPAID 5 DAYS AFTER THE DATE OF THE INVOICE, PLUS REASONABLE COLLECTION COSTS AND ANY APPLICABLE LEGAL OR COURT FEES.



element

- QUOTATION ACCEPTANCE -

I accept the scope of the project in addition to the costs and terms and conditions as provided in the quotation.

PRINT NAME

DATE

SIGNATURE

TITLE

PHONE

PURCHASE ORDER NUMBER: _____



Trade Compliance Questionnaire (TCQ)
(Request for information for export control commodity jurisdiction and classification determination)

Subject: International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR)

Dear Sir or Madam:

We are requesting that you complete the form on the following page so we can determine the U.S. export control commodity jurisdiction and classification of the work we perform for you. Commodity jurisdiction relates to whether the work we perform falls under the U.S. Department of State International Traffic in Arms Regulations (ITAR) or the U.S. Department of Commerce Export Administration Regulations (EAR). Commodity classification relates to whether a particular good or service may fall on the U.S. Munitions List in the ITAR or the Commerce Control List in the EAR. This information is also needed to determine if a U.S. import license or export license may be required.

For ITAR refer to the U.S. Munitions List (USML) – <http://www.ecfr.gov/cgi-bin/text-idx?node=pt22.1.121>
For EAR refer to the Commerce Control List (CCL) – <http://www.ecfr.gov/cgi-bin/text-idx?node=15:2.1.3.4.45>

Please note that we need this information even if you have no intention of exporting your product.

The detailed information you provide will also be used in your test report(s).

Among other things, the ITAR and the EAR control even the potential access by foreign persons while they are in the United States to U.S. export-controlled goods, technical data, technical assistance, and technology. This includes foreign persons that we may employ or have visiting our facility. We therefore need to determine the commodity jurisdiction and classification of the work we perform to guard against unauthorized access by such foreign persons to the items we are testing, as well as the resulting test data and reports.

Please complete the checklist and return to us by reply email as soon as possible. Please understand that in some instances, we may not be able to hold technical discussions, provide a quotation, accept your order, or perform any work until you have returned the attached questionnaire.

If you have questions or need additional information, please call or reply to your local Element contact.

Regards,

The Element Trade Compliance Team



Trade Compliance Questionnaire (TCQ)

NOTE. The information you provide will be used in your test report; please enter accurate, current information. Use a separate form for each test unit, or provide a separate list of all units to be tested. Include a list of all support equipment and any other materials that will be transported.

Your company's name and address: _____

Your purchase order number: _____

Element proposal no.: _____

Name of the unit to be tested

Test unit Identification numbers (if not applicable, enter N/A)

Model No.: _____ Serial No.: _____

Part No.: _____ Sample No.: _____

System or subsystem into which the test unit will be incorporated: _____

Please be as specific as possible.

Example ("Optical filter for remote sensing satellite")

Country of ultimate destination: _____

Ultimate end-user of the test unit: _____

Has the test unit been specifically designed, modified, configured, or adapted for, or is it otherwise to be used in connection with chemical/biological weapons, nuclear, or missile end-uses or purposes? (circle one) YES NO

For questions 1 - 3 below, please mark which one of the following United States export regulations the test unit(s) or components are subject to. Only one can apply to your article:

1. ITAR (International Traffic in Arms Regulations) If the test unit is subject to ITAR. (circle one) YES NO

If yes, please provide the United States Munitions List (USML) number here:

NOTE: If the test unit is not subject to the ITAR, then it is subject to the EAR.

2. EAR (Export Administration Regulations) If the test unit is subject to EAR, YES NO

If yes, please provide the Export Control Classification Number (ECCN) from the Commerce Control List (CCL) here: _____

3. EAR99 (The test unit is not listed on the ITAR USML or the EAR CCL) YES NO

Please provide copies of any commodity jurisdiction determination from the U.S. Department of State or any commodity classification determinations from the U.S. Department of Commerce that are applicable to the test unit.



I hereby certify that the information provided herein is accurate and complete, and will inform Element Materials Technology immediately of any subsequent change(s) thereto.

Your name: _____

Your title: _____

Your signature (REQUIRED): _____

Date signed: _____

Below this line is for Element Materials Technology use only.

ECO notes:

Element Export Compliance Officer's approval signature and date: _____

Element comments / justification: _____



ITAR AND EAR CONTROL LISTS BY MAJOR CATEGORIES

EAR(ECCN)

COMMERCE CONTROL LIST (CCL): Export Administration Regulations (EAR), [Link to the Bureau of Industry and Security](#)

- Category 0 Nuclear Materials, Facilities & Equipment (and Miscellaneous Items)
- Category 1 Materials, Chemicals, Microorganisms, and Toxins
- Category 2 Materials Processing
- Category 3 Electronics Design, Development and Production
- Category 4 Computers*
- Category 5 (Part 1) – Telecommunications (Part 2) - Information Security*
- Category 6 Sensors and Lasers
- Category 7 Navigation and Avionics
- Category 8 Marine
- Category 9 Propulsion Systems, Space Vehicles and Related Equipment

* Controls generally apply to high performance computers with an Adjusted Peak Performance (APP) of .75 WT (Weighted TeraFLOPS) and encryption software. □ U.S. MUNITIONS LIST (USML): International Traffic in Arms Regulations (ITAR), [Link to the United States Munitions List \(USML\)](#)

ITAR(USML)

- Category I: Firearms, Close Assault Weapons and Combat Shotguns
- Category II: Guns and Armament
- Category III: Ammunition/Ordnance
- Category IV Launch Vehicles, Guided Missiles, Ballistic Missiles, Rockets, Torpedoes, Bombs and Mines
- Category V Explosives and Energetic Materials, Propellants, Incendiary Agents and Their Constituents
- Category VI Vessels of War and Special Naval Equipment
- Category VII Tanks and Military Vehicles
- Category VIII Aircraft and Associated Equipment
- Category IX Military Training Equipment
- Category X Protective Personnel Equipment
- Category XI Military Electronics
- Category XII Fire Control, Range Finder, Optical and Guidance and Control Equipment
- Category XIII Auxiliary Military Equipment
- Category XIV Toxicological Agents, Including Chemical Agents, Biological Agents, and Associated Equipment
- Category XV Spacecraft Systems and Associated Equipment
- Category XVI Nuclear Weapons, Design and Testing Related Items
- Category XVII Classified Articles, Technical Data and Defense Services Not Otherwise Enumerated
- Category XVIII Directed Energy Weapons
- Category XX Submersible Vessels, Oceanographic and Associated Equipment



GENERAL TERMS AND CONDITIONS OF SALE AND PERFORMANCE OF TESTING SERVICES BY ELEMENT MATERIAL TECHNOLOGY HOLDING USA INC. AND U.S. SUBSIDIARIES - MAY 1, 2012

1. Application; Formation of Contract. These General Terms and Conditions of Sale and Performance of Testing Services (the "Terms and Conditions") shall apply to all acts in respect of the purchase and sale of testing and other services (the "Work") pursuant to any contract (a "Contract") to which these Terms and Conditions are made applicable. As used in these Terms and Conditions, "ELEMENT" means either Element Material Technology Holding USA, Inc. or the applicable subsidiary of Element Material Technology Holding USA, Inc. providing the Work; and "Customer" means the party purchasing the Work from ELEMENT. The submission by a Customer of any sample to ELEMENT for testing or similar services shall, upon acceptance of such sample by ELEMENT for such services, constitute an express Contract to which these Terms and Conditions apply. All orders for Work are subject to ELEMENT's approval and acceptance.

2. Modification and Waiver; Other Terms. No provision in these Terms and Conditions may be varied or waived except by a writing specifically describing such variance or waiver signed by an officer of ELEMENT. ELEMENT's acceptance or acknowledgement, even if in writing and signed by ELEMENT, of Customer's purchase order or any other document pertaining to the Work shall not be deemed an acceptance of any provision of Customer's purchase order or any other document that conflicts with or adds to these terms and conditions, absent a separate agreement in writing signed by ELEMENT expressly acknowledging and agreeing to such provisions. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT TERMS AND CONDITIONS SET FORTH IN ANY ORDER FORM, PURCHASE REQUEST OR CONFIRMATION PROVIDED BY CUSTOMER ADD TO OR CONFLICT WITH THESE TERMS AND CONDITIONS, THESE TERMS AND CONDITIONS SHALL PREVAIL AND GOVERN. ELEMENT'S ACCEPTANCE OF A CONTRACT TO PERFORM WORK IS EXPRESSLY CONDITIONAL ON CUSTOMER'S AGREEMENT AND ASSENT TO THESE TERMS AND CONDITIONS.

3. Prices for the Work; Payment. Prices quoted by ELEMENT for the Work are solely for the performance of the Work and do not include freight, insurance, inspection or packaging charges, warehousing or storage costs, or any sales, use, excise, customs duties, or other taxes or fees ("Costs"). Unless ELEMENT expressly agrees in writing to pay such Costs, all such Costs are to be paid by Customer and any Costs paid by ELEMENT shall promptly be reimbursed by Customer. A minimum charge of \$35.00 applies to each sample submitted unless a blanket purchase order specifying different pricing has been submitted and accepted. Written and oral quotations are subject to withdrawal by ELEMENT by notice at any time, and, in any event, shall be valid only for thirty (30) days from the date thereof.

Payment is due in cash as specified in ELEMENT's quotation, proposal or order confirmation and, unless otherwise expressly agreed to in writing by ELEMENT, payment is due in U.S. dollars only. If not specified therein, payment is due in cash upon completion of the Work; provided, however, that if the Contract involves a series of tests or other events of partial performance, ELEMENT may invoice, and Customer shall pay for, each such test or part on a pro rata basis. If performance is delayed by Customer or other causes beyond ELEMENT's reasonable control, ELEMENT may submit invoices, and payment shall become due, as if the Work had been completed as scheduled. If such delay is caused by Customer, Customer shall additionally pay all reasonable warehousing and other expenses and Costs of ELEMENT incident to such delay in shipment.

The net amount for services performed pursuant to these Terms and Conditions shall be due in full, without discount, within thirty (30) days of invoice, unless otherwise stated. If payment in full is not made when due, interest shall accrue on the unpaid balance at the lesser of (i) the rate of 1½% per month (18% per annum) or (ii) the maximum rate permitted under applicable law. Customer agrees to pay reasonable attorneys' fees incurred by ELEMENT in the collection of past due invoices and account balances.

If ELEMENT at any time determines in its sole judgment that there are reasonable grounds for insecurity with respect to Customer's payment for the Work or any other obligation of Customer set forth in the Contract or in these Terms and Conditions, ELEMENT may require adequate assurance of due payment or other performance, such as payment in cash or satisfactory security, and until ELEMENT receives such assurance, ELEMENT may suspend any performance for which it has not already received payment.

4. Completion of Work; Limited Warranty. ELEMENT warrants that it will complete the Work in a satisfactory and workmanlike manner consistent with industry standards. ELEMENT will exercise commercially reasonable efforts to complete the Work and provide a report thereon by any date reasonably requested in writing by Customer, but shall not be liable for any delay in the performance of projects or in the delivery or shipment of goods, or for any damages suffered by the client by reason of such delay. ELEMENT's performance of any and all Work is subject to ELEMENT's current facility schedules, governmental priorities, and other government regulations, purchase orders, directions, and restrictions that may be in effect from time to time.

EXCEPT AS EXPLICITLY SET FORTH IN THIS PARAGRAPH 4, ELEMENT MAKES NO OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.

ELEMENT's warranty shall not apply to any portion of the Work performed by a party other than ELEMENT except to the extent that any such third party has warranted such performance to ELEMENT and is liable to ELEMENT under such warranty.

No employee, agent or other person is authorized to give any warranties on behalf of ELEMENT in addition to or different from those herein given, or to assume for ELEMENT any other liability in connection with the Work except in a writing which is signed by an authorized officer of ELEMENT, which expressly gives such warranties or assumes such liability, and which is made part of the Contract pursuant to paragraphs 1 and 2 above.



5. Customer's Property. Whenever ELEMENT is provided in writing detailed instructions as to the treatment and handling of Customer's property, ELEMENT will exercise commercially reasonable efforts to comply with such instructions. Type of material, tolerances and specifications for processing shall be declared in writing by Customer prior to ELEMENT's commencing any Work or shall be deemed not to have been known by ELEMENT.

Testing services supplied by ELEMENT are generally considered to be destructive. Under special conditions, some testing may be performed without destroying samples. However, by submitting components or samples to ELEMENT, Customer expressly agrees that all material submitted may be destroyed. ELEMENT will not be responsible for any costs or losses resulting from destruction of Customer's property submitted to ELEMENT unless both the written Contract and Customer's property are clearly marked "Do Not Destroy." If the Contract and Customer's property are not so marked, ELEMENT shall have no liability for damage to Customer's property. If the Contract and Customer's property are so marked, ELEMENT's liability for damage to Customer's property is limited to the lesser of (i) the value of Customer's property or (ii) the cost of the Work performed on the damaged property pursuant to the Contract. Under no conditions will ELEMENT be responsible for any additional costs or damages, including consequential damages and indirect costs or losses, resulting from destruction of Customer's property. By submitting property to ELEMENT, Customer acknowledges and agrees to these limitations and acknowledges and agrees that ELEMENT bases its price for the performance of Work on the existence and enforceability of such limitations.

6. Shipping. ELEMENT will at Customer's reasonable request act as a shipping agent for the return of Customer's property after performing the Work. As Customer's agent, ELEMENT will contract for common carrier delivery as requested in writing by Customer. Under no conditions will ELEMENT have any liability for any item so shipped. Insurance will be purchased for common carrier shipping only when requested in writing by Customer and when declared value is indicated, and the failure of ELEMENT to purchase insurance shall not result in any liability on the part of ELEMENT. Customer may be billed directly by commercial carriers for freight and Customer shall make all claims for property damaged in transit directly and solely against such freight carriers.

7. Title; Security Agreement. Title to Customer's property and all risk of loss or damage to such property shall remain with Customer at all times. Customer hereby grants to ELEMENT a security interest in all of Customer's property provided to ELEMENT for testing or other services under the Contract to secure the payment of the purchase price for the Work and other fees or charges due ELEMENT hereunder. Customer will not be entitled to the return of its property, and after such return shall not be entitled to transfer or encumber the property upon which Work is performed, until all sums due and owing to ELEMENT have been paid. Customer shall execute and deliver any financing statements or other documents that ELEMENT reasonably requests for the perfection of ELEMENT's security interest in Customer's property and Customer shall do all other acts necessary for the perfection and preservation of this security interest.

8. Customer's Remedies. The sole and exclusive remedy of Customer and its customers, agents and other affiliates in respect of any claim against ELEMENT based on or relating to any claimed defect in the Work or otherwise relating to the Work, the Contract, or these Terms and Conditions, whether such claim is based upon contract, tort, professional errors or omissions, strict liability or negligence, and whether such claim is for property damage, personal injury, commercial loss or other monetary loss, shall be (i) upon the return, restoration, or replacement by Customer of Customer's property upon which the Work was performed, the re-performance of any defective portion of the Work, or (ii) at ELEMENT's option, a refund or credit to Customer in the amount of the price paid for the defective portion of the Work. Customer's remedies hereunder shall only be available if (i) ELEMENT has been paid in full for the Work pursuant to paragraph 3 above; (ii) ELEMENT is notified in detail, in writing, of the claimed defect or other claim within twenty days of Customer's discovery thereof and within ninety days after the completion of the Work; and (iii) ELEMENT is permitted to inspect any and all property with respect to which the Work is claimed to have been defective or to which Customer's claim otherwise relates.

9. Cancellations. A purchase order or other Contract for Work once placed with and accepted by ELEMENT can be cancelled, in whole or in part, only with the written consent of ELEMENT. If Customer cancels without ELEMENT's consent, Customer shall be liable for the full price of the Work, less any actual third party expenses saved by ELEMENT in not having to perform the Work, as reasonably determined by ELEMENT in its sole discretion.

10. Court and Other Proceedings. The nature of ELEMENT's services will, from time to time, require employees of ELEMENT to present the results of ELEMENT's findings in depositions, court proceedings or other forums. In such cases, the Customer will be charged, in addition to the agreed upon price for the Work, ELEMENT's usual and customary costs and fees for such presentations and the preparation thereof according to ELEMENT's then-current fee schedule. If ELEMENT is subpoenaed by a party other than Customer, the total costs and fees associated with the preparation and testimony will be charged to the Customer, irrespective of whether payment has previously been made on the Work and Customer's file is closed. ELEMENT will at Customer's written request attempt to have these costs and fees reimbursed by the party issuing the subpoena; however, if such party does not reimburse ELEMENT, such costs and fees will be the responsibility of Customer. Customer agrees to pay any such costs and fees, irrespective of whether it is anticipated at the time of the Contract that ELEMENT will be called upon to present the results of its findings in depositions, court proceedings or other forums.

11. Force Majeure. The parties hereto shall be excused from the duty to render timely performance of any obligation hereunder if such inability to perform is caused directly or indirectly by act of God, flood, war, riot, accident, explosion, strikes or labor trouble, act of government, delay or default by subcontractor or supplier of materials or services, the existence of any circumstance making performance commercially impracticable or any other cause beyond the party's reasonable control; provided, however, that the obligation to make payments due under this agreement shall not be excused for any reason, including the foregoing.

12. Limitation on Liability. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 8, ELEMENT SHALL NOT BE LIABLE FOR ANY LOSS



OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM ITS PERFORMANCE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY DAMAGE TO CUSTOMER'S PROPERTY. ELEMENT SHALL IN NO EVENT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM THE USE OF PROPERTY UPON WHICH THE WORK IS PERFORMED OR ANY SIMILAR PROPERTY OR FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER. IN NO EVENT SHALL ELEMENT BE LIABLE FOR ANY DAMAGES ABOVE THE COST OF THE WORK, WHETHER SUCH DAMAGES SHALL ARISE FROM BREACH OF THIS CONTRACT, OR IN TORT, OR OTHERWISE.

13. Waiver of Compliance. Waiver by either party hereto of a breach by the other party of any of the provisions of these terms and conditions shall not be deemed a waiver of future compliance therewith, and such provisions shall remain in full force and effect.

14. Severability. If any provision or remedy herein provided for be invalid under any applicable law, the remaining provisions hereof, including remaining default remedies, shall be given effect in accordance with the intent hereof.

15. Governing Law. This agreement shall be governed by and construed under the laws of the State of North Carolina and the United States of America.

16. Arbitration. Any controversy or claim arising out of or relating to this agreement, or any breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The situs of said arbitration shall be Charlotte, North Carolina. Any demand for arbitration by either party hereunder must be delivered in writing to the other party.

17. Export Control Laws and Regulations. All parties shall comply with all export control laws and regulations (including, but not limited to, the U.S. Export Administration Regulations and the U.S. International Traffic in Arms Regulations) to the extent applicable to the Parties' respective activities under this Agreement. The Receiving Party shall control access to any technical data disclosed under this Agreement in accordance with all U.S. export laws and regulations including, without limitation, confining the disclosure of any such technical data to U.S. persons unless disclosure to foreign persons is specifically authorized and appropriately licensed by the proper U.S. government agency. The Receiving Party shall limit dissemination of technical data to its employees who have a need to know as it relates to the Purpose of this Agreement and who have agreed to abide by the Export Control provisions contained herein, and who are U.S. citizens or permanent resident Aliens (or who are otherwise authorized to receive such information pursuant to this Agreement and U.S. Export Laws). The Receiving Party shall exercise the same care to protect any and all technical data embodying or setting forth all or part of the technical data as it uses to protect its own technical data, but in no case less than reasonable care to assure proper control and security of such information and documentation.



CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

June 7, 2018

City of Lauderdale
Heather Butkowski, Lauderdale City Administrator
c/o Kellie Schlegel, kellie.schlegel@stantec.com
Stantec Consulting Services Inc.
2335 Highway 36 West
St. Paul MN 55113-3819

RE: Proposal for Pavement Engineering Services
Eustis Street Improvements
Lauderdale, MN

Dear Ms. Butkowski:

Per the request of Kellie Schlegel of Stantec, we are submitting this proposal for evaluation of Eustis Street in Lauderdale, Minnesota, between Larpenteur Avenue W and Roselawn Avenue W for a total length of approximately ½ miles. The planned improvements consist of full roadway reconstruction with utility improvements including water main replacement and storm sewer installation. The purpose of this pavement engineering work is to evaluate the thickness and/or material condition of the existing pavement and subgrade in anticipation of reconstruction. This letter is intended to define our scope of work, present an estimate of our fees, and provide our anticipated schedule.

Scope of Services

- Perform GPR testing to provide a pavement thickness profile and statistical thickness summary in two directions. Analyze GPR data for pavement thickness information. (add alternate)
- Perform ten (10) standard penetration test (SPT) soil borings to an approximate depth of 8 feet each within or just outside the existing roadway section. We would mark the boring locations, and clear utilities using the Gopher State One Call system. We will also provide our own traffic control during sampling (signs and cones), backfill boring holes and patch with bituminous patching mixture.
- Obtain samples of subsurface soils for materials classification and determination of water content. Perform laboratory gradation of aggregate base samples (if any).
- Prepare an engineering report summarizing the test results, providing a recommended R-value based on the soil classification, and providing recommendations for pavement reconstruction.

The scope of work defined in this proposal is intended for geotechnical purposes only, and not to explore for the presence of extent of environmental contamination at the site. However, we will note obvious contamination if encountered.

Fees

We will perform the requested work on a lump sum basis with \$5,622.00 as a not-to exceed amount unless the scope of work changes. We could perform the additional alternate GPR data collection and analysis for an additional \$500.00. Any changes in scope will be discussed and authorized by you prior to additional work.

Schedule

Based on our current schedule and weather permitting, we can perform the GPR testing and soil borings within three weeks of obtaining a notice to proceed. Our GPR cannot be performed on ponded roadways. Our initial draft report will follow within approximately one week of completing the field work. Within one week after your review, a final report will be completed and sent to you and your consultant. If authorization is received by June 12, we could complete the report by July 20, 2018.

Terms and Conditions

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

Acceptance

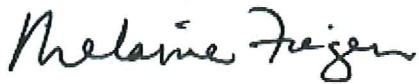
AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

Remarks

If you have questions or need additional information, please contact me at 651.470.2228.

Sincerely,

American Engineering Testing, Inc.



Melanie Fiegen, P.E.
Senior Pavement Engineer
Office: 651.603.6618
Cell: 651.470.2228
mfiegen@amengtest.com

Attachment:

Environment/Geotechnical Service Agreement – Terms and Conditions

Cc: Ms. Kellie Schlegel/Stantec

PROPOSAL ACCEPTANCE BY:

Signature: _____

Printed Name: _____

Date: _____

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all Services provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the Agreement between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order or service order for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

1.5 - AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for ninety (90) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 3 - UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

3.1 - Borings, excavations and other penetrations must be located at safe distances from underground utilities or other man-made objects. Client shall advise AET of all utilities that service or are located on the site, and any underground improvements located on the site. Prior to drilling, AET will contact state notification centers, where available, or individual utility owners where a state notification center is not available. AET shall be entitled to rely on the location information provided by locating vendors.

3.2 – If Public utility owners do not provide the locating service on private property or the property owner has private underground improvements which cannot be cleared through the state notification center or public utility owners, Client shall be responsible for location of such utilities prior to drilling, or for payment of a private utility clearance subcontractor.

3.3 - AET will not be responsible for any damages to underground utilities/improvements not located or incorrectly identified by the foregoing location methods.

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET’s Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client’s or other persons’ responsibility.

SECTION 6 – SAMPLES

6.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

6.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 7 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 8 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 9 - INSURANCE

AET maintains insurance with coverage and limits shown below. AET will furnish certificates of insurance to Client upon request.

9.1 – AET maintains the following insurance coverage and limits of liability:

| | |
|---|--|
| Workers' Compensation Employer's Liability | Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee |
| Commercial General Liability | \$1,000,000 each occurrence \$1,000,000 aggregate |
| Automobile Liability | \$1,000,000 each accident |
| Professional Liability Insurance | \$1,000,000 per claim \$1,000,000 aggregate |

9.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after final acceptance of the Project by Owner, Property Damage including Completed Operations, Personal Injury, and Contractual Liability insurance applicable to AET's indemnity obligations under this Agreement.

9.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

9.4 - Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after final acceptance of the Project by Owner. Renewal policies during this period shall maintain the same retroactive date.

9.5 - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14 04 08, which includes blanket coverage for Products/Completed Operations and on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74 02 12). Any other endorsement, coverage or policy requirement shall result in additional charges.

9.6 - AET will maintain in effect all insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

9.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 10 - DELAYS

If delays to AET's Services are caused by Client or Owner, work of others, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of work shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice, but not greater than 45 days from the date of the invoice. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

11.2 – Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to

cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

11.3 – AET reserves the right to secure any unpaid invoice utilizing available remedies at law. AET explicitly reserves its' Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

SECTION 12 - CHANGE ORDERS

AET's proposal associated with this project provides an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client if AET's fees are approaching the proposal amount and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for services ordered under this agreement. Approval of a change order may be in writing or by electronic communication.

SECTION 13 - MEDIATION

13.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

13.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 14 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

SECTION 15 - MUTUAL INDEMNIFICATION

15.1 - Subject to the limitations contained in Sections 13 and 14, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's intentional acts or negligent performance of the Services.

15.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

15.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as a beneficiary.

15.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence or intentional acts.

SECTION 16- WAIVER OF CONSEQUENTIAL DAMAGES

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES INCURRED EVEN IF THE POSSIBILITY OF SUCH DAMAGES WAS FORESEEABLE. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO LOSS OF USE AND LOSS OF INCOME OR PROFIT.

SECTION 17 - LIMITATION OF LIABILITY

Client agrees to limit AET's liability to Client resulting from AET's negligent acts, errors or omissions, such that the total liability of AET shall not exceed \$20,000.

SECTION 18 – UNIONIZATION

AET reserves the right to negotiate an appropriate fee increase or to terminate its contract on three (3) days written notice to Client without incurring penalties or costs from Client, Owner and their successors, assignees, joint-venturers, contractors and subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages, directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 20 - TERMINATION

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the file.

SECTION 21 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 22 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 23 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any previous written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.



Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

June 5, 2018

Proposal QTB079658

Ms. Heather Butkowski
City of Lauderdale
1891 Walnut Street
Lauderdale, MN 55113

Re: Proposal for a Geotechnical Evaluation
Eustis Street Reconstruction
Between Larpenteur Avenue and Roselawn Avenue
Franconia Township, Minnesota

Dear Ms. Butkowski:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed street reconstruction in Lauderdale, Minnesota.

Our Understanding of Project

Per the request for proposal from Stantec Consulting Services, Inc. via e-mail, the project will include street and utility improvements of Eustis Street between Larpenteur Avenue and Roselawn Avenue in Lauderdale, Minnesota. The project is anticipated to consist of a full reconstruction with water main replacement and storm sewer installation.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations and evaluate their impact on the design and construction of the Eustis Street pavement and utility improvements.

Scope of Services

The following tasks are proposed to help achieve the stated purpose. If unfavorable or unforeseen conditions are encountered at any point during the completion of the tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming work.

Site Access, Staking and Utility Clearance

Braun Intertec Drilling, LLC, a subsidiary of Braun Intertec Corporation, will perform the drilling services. Based on a review of aerial photographs of the site, it appears that the sites are accessible to a truck-mounted drill rig.

Tree clearing, debris or obstruction removal are not included in our scope of services.

AA/EOE

We will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification to the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Traffic Control and Permits

To safely facilitate the drilling operations, we have budgeted costs for traffic control consisting of warning signs and cones. We have assumed a Ramsey County right-of-way permit will be required to perform the work. We have budgeted time to obtain the permit.

Penetration Test Borings

As requested, we will drill 10 standard penetration test borings to nominal depths of 8 feet below existing grades. Standard penetration tests (SPT) will be performed at 2 1/2-foot vertical intervals to the termination depth of the borings. If deeper borings are required, SPT sampling will be performed at 2 1/2-foot intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

If groundwater is encountered in the boreholes, the depth where it is observed will be recorded on the boring logs.

If existing fill, organic materials or other structurally unfavorable soils are not penetrated above the intended boring termination depths, we will extend the borings to obtain at least 5 feet of penetration into more competent materials at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If deeper borings (or additional borings) are needed, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Borehole Abandonment

Minnesota Well Code requires that environmental wells that are 15 feet deep or deeper be sealed. Based on our proposed subsurface characterization depths, we do not anticipate having to seal any of the boreholes.

Upon backfilling or sealing boreholes, we will fill holes in pavements with a temporary patch.

Over time, subsidence of borehole backfill may occur, requiring surface grades to be re-leveled or bituminous patches to be replaced. Braun Intertec is not assuming responsibility for re-leveling or re-patching subsequent to initial backfilling and patching long term.

Sample Review and Laboratory Testing

Recovered samples will be returned to our laboratory, where they will be visually classified and logged by a geotechnical engineer. To help classify the materials encountered and estimate their engineering properties, we have budgeted to perform moisture content tests and mechanical analyses (through a #200 sieve only).

Reporting

Data obtained from the borings and laboratory tests will be used to evaluate the subsurface profile and groundwater conditions, provide a recommended R-value for pavement design, and perform engineering analyses related to pavement and utility design. We will prepare a geotechnical evaluation report to address the geotechnical aspects of the design and reconstruction of Eustis Street.

Only an electronic copy of our report will be submitted to you unless you request otherwise. At your request, additional copies can be prepared for other project team members. If you anticipate that additional copies will be needed, please request them prior to the report being completed and forwarded to you so we can prepare a copy list for the recipients and distribute the additional reports expediently.

Cost

We will furnish the services described in this proposal for a lump sum fee of **\$5,975**.

Our work may extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Schedule

We anticipate the field exploration can begin within approximately 4 weeks of written authorization; the field exploration will take about 1 day to complete. Sample classification, laboratory testing, engineering analyses and report preparation will likely take an additional week. We will pass along results, however, as they are obtained and reviewed. We anticipate the final report can be delivered prior to the July 20, 2018 deadline.

If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

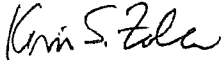
We appreciate the opportunity to present this proposal to you. **Please sign and return a copy to us in its entirety.** The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

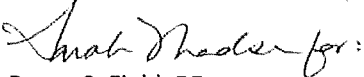
We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Kevin Zalec at 952.995.2223 (kzalec@braunintertec.com) or Bryan Field at 952.995.2254 (bfield@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION


Kevin S. Zalec PE
Project Engineer


Bryan C. Field, PE
Principal – Senior Engineer

Attachments:
General Conditions (1/1/18)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

General Conditions

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

6.5 You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

LAUDERDALE COUNCIL ACTION FORM

Action Requested

Consent _____
 Public Hearing _____
 Discussion _____
 Action _____
 Resolution _____
 Work Session _____ X

Meeting Date June 12, 2018

ITEM NUMBER Service Station Ins. Claim

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Staff continued to spend time working on the Service Station insurance claim issue through the spring. As mentioned previously, it turned out to be tougher to assess whether their offer was fair. An adjustor from a restoration company analyzed the situation recently and felt it was. Based on this assessment and information from adjustors at the League of Minnesota Cities Insurance Trust, staff recommend accepting the insurance companies settlement offer. The offer is derived from costs incurred in three area; the supporting documentation follows.

| | |
|---|--------------------|
| • Initial securing of the property | \$ 415.00 |
| • Repair/replacement of street lighting | \$13,761.30 |
| • Restoration of 2430 Larpenteur | <u>\$23,926.53</u> |
| | \$38,102.83 |

Public works staff will be at the meeting to discuss the building condition and options for repair. As discussed previously, they would like to make the corrections necessary to continue using the building. They have been working to remove the damaged items from inside the building and that work has largely been completed.

OPTIONS:

STAFF RECOMMENDATION:

RELEASE FOR PROPERTY DAMAGE

- AUTO-OWNERS INSURANCE COMPANY
- HOME-OWNERS INSURANCE COMPANY
- OWNERS INSURANCE COMPANY
- PROPERTY-OWNERS INSURANCE COMPANY
- SOUTHERN-OWNERS INSURANCE COMPANY

Claim # 300-0338503-2017

In consideration of the sum of Thirty-eight thousand one hundred and two and 83/100
dollars (\$ 38,102.83), receipt whereof is hereby acknowledged, I do hereby release and forever
discharge Jeffrey C Rasmussen and Auto-Owners Insurance Company

and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, representatives and assigns from any and all claims and causes of action for property damage, loss or use, depreciation and diminished value sustained or

that I may sustain as a result of an accident that occurred on or about the 28th day of November
year 2017 at or near 2430 Larpenteur Ave W, Saint Paul, MN 55113

It is expressly agreed this release does not include any claim for bodily injury resulting from the aforesaid accident by the undersigned.

I understand the parties hereby released admit no liability for said accident and that said payment is made to terminate further controversy relative thereto.

REFER TO STATE SPECIFIC LANGUAGE ON PAGE 2 BEFORE SIGNING THIS FORM

X
Signature of Claimant

ALABAMA STATUTES PROVIDE THAT "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof."

ARIZONA STATUTES PROVIDE THAT "For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties."

ARKANSAS STATUTES PROVIDE THAT "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

COLORADO STATUTES PROVIDE THAT "It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies."

FLORIDA STATUTES PROVIDE THAT "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree."

IDAHO STATUTES PROVIDE THAT "Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony."

INDIANA STATE STATUES PROVIDE THAT "A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony."

KENTUCKY STATUTES PROVIDE THAT "Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime."

MINNESOTA STATUTES PROVIDE THAT "A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime."

OHIO STATUTES PROVIDE THAT "Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud."

PENNSYLVANIA STATUTES PROVIDE THAT "Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties" and "Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and payment of a fine of up to \$15,000."

TENNESSEE STATUTES PROVIDE THAT "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."

VIRGINIA STATUTES PROVIDE THAT "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."



RESTORATION PROFESSIONALS

505 Minnehaha Ave W
St. Paul, MN 55103

Service Invoice

| | |
|------------|-----------|
| Date: | Invoice # |
| 11/30/2017 | 56964 |

Bill To City of Lauderdale
1891 Walnut St
Lauderdale, MN 55113

Project: 2430 Larpenteur Avenue West
Lauderdale, MN

| | | | |
|--------------|---------------|--------------|----------|
| P.O.# | Service Date: | Requested By | Time: |
| 171128000109 | 11/29/2017 | LFD | 12:00 AM |

| RSN# | Description | Quantity | Rate | Amount |
|------|---|----------|--------|--------|
| | Emergency Board Up Services | | 250.00 | 250.00 |
| | Board Up Services, 4 opening secured with 6 boards. | 6 | 25.00 | 150.00 |
| | Board Up Materials, 8' studs used for framing | 3 | 5.00 | 15.00 |

Please make checks payable to: **Restoration Professionals**
505 Minnehaha Ave W.
Saint Paul, MN 55103

We accept Mastercard, Visa,
American Express and Discover.

| | |
|-------------------------|----------|
| Subtotal: | \$415.00 |
| Sales Tax (0.5%) | \$0.00 |
| Amount Due | \$415.00 |

A service charge of 8% per annum will be charged on all balances 30 days or more past due. All balances 60 days or more past due may be subject to property liens, collection costs, employee time and expense, other expenses, and attorneys' fees and all other terms outlined in the Restoration Professionals Inc. Service Agreement.



CHECK PAYABLE TO:
 City of Saint Paul
 Office of Financial Services
 15 W Kellogg Blvd Suite 700
 Saint Paul, MN 55102
 Phone: 651-266-8800

INVOICE

| | |
|--------------------|-------------|
| DATE: | 01/09/2018 |
| CUSTOMER #: | 1251 |
| INVOICE #: | IN00026785 |
| AMOUNT DUE: | \$10,072.30 |
| DUE DATE: | 02/08/2018 |

City of Lauderdale
 1891 Walnut ST
 Lauderdale MN 55113

| QTY: | UoM | DESCRIPTION: | UNIT PRICE: | AMOUNT |
|------|-----|--|-------------|-----------|
| 1.00 | EA | Attn: Heather Butkowski For the cost of Material used to Repair/Replace Light Poles that were damaged on November 29, 2017, in an auto accident, Insurance Claim #30003385032017, on Larpenteur & Carl, per your request. PLEASE NOTE: YOU WILL RECEIVE A SEPARATE INVOICE IN THE AMOUNT OF \$3,689.00 FOR THE COST OF LABOR & EQUIPMENT. Questions regarding this invoice should be directed to Cindy at 651-266-9775. **EMAIL INVOICE & ALL BACKUP DOCUMENTATION TO: Heather.Butowski@lauderdalemn.org.** TRAFFIC WAREHOUSE - SERVICES | 10072.30000 | 10,072.30 |

| | |
|------------------|-------------|
| SUBTOTAL: | \$10,072.30 |
| SHIPPING: | \$0.00 |
| TAX: | \$0.00 |
| TOTAL: | \$10,072.30 |

Additional Information

A returned check fee of \$30 will be added to all returned checks.

Overdue invoices may be placed on services barred in accordance with Chapter 96.06 of the City's Administrative Code.

Providing a check as payment authorizes the City to either process a one time electronic funds transfer from the account or process the payment as a check transaction

Please detach and return bottom portion with payment

To ensure proper credit please include invoice number on payment.

REMIT TO:
 City of Saint Paul
 Office of Financial Services
 15 W Kellogg Blvd Suite 700
 Saint Paul, MN 55102
 Phone: 651-266-8800

| | |
|--------------------|-------------|
| DATE: | 01/09/2018 |
| CUSTOMER #: | 1251 |
| INVOICE #: | IN00026785 |
| AMOUNT DUE: | \$10,072.30 |
| DUE DATE: | 02/08/2018 |

Amount Enclosed \$:

CUSTOMER:
 City of Lauderdale
 1891 Walnut ST
 Lauderdale MN 55113



CHECK PAYABLE TO:
 City of Saint Paul
 Office of Financial Services
 15 W Kellogg Blvd Suite 700
 Saint Paul, MN 55102
 Phone: 651-266-8800

INVOICE

| | |
|--------------------|------------|
| DATE: | 01/09/2018 |
| CUSTOMER #: | 1250 |
| INVOICE #: | IN00026782 |
| AMOUNT DUE: | \$3,689.00 |
| DUE DATE: | 02/08/2018 |

City of Lauderdale
 1891 Walnut ST
 Lauderdale MN 55113

| QTY: | UofM | DESCRIPTION: | UNIT PRICE: | AMOUNT |
|------|------|--|-------------|----------|
| 1.00 | EA | Attn: Heather Butkowski For the cost of Labor & Equipment used to Repair/Replace Light Poles that were damaged on November 29, 2017, in an auto accident, Insurance Claim #30003385032017, on Larpenteur & Carl, per your request. PLEASE NOTE: YOU WILL RECEIVE A SEPARATE INVOICE IN THE AMOUNT OF \$10,072.30 FOR THE COST OF MATERIALS USED. Questions regarding this invoice should be directed to Cindy at 651-266-9775. **EMAIL INVOICE & ALL BACKUP DOCUMENTATION TO: Heather.Butkowski@lauderdalemn.org** TRAF LTG-SERVICES-LAB & EQUIP | 3689.00000 | 3,689.00 |

| | |
|------------------|------------|
| SUBTOTAL: | \$3,689.00 |
| SHIPPING: | \$0.00 |
| TAX: | \$0.00 |
| TOTAL: | \$3,689.00 |

Additional Information

A returned check fee of \$30 will be added to all returned checks.

 Overdue invoices may be placed on services barred in accordance with Chapter 96.06 of the City's Administrative Code.

 Providing a check as payment authorizes the City to either process a one time electronic funds transfer from the account or process the payment as a check transaction

Please detach and return bottom portion with payment

To ensure proper credit please include invoice number on payment.

REMIT TO:
 City of Saint Paul
 Office of Financial Services
 15 W Kellogg Blvd Suite 700
 Saint Paul, MN 55102
 Phone: 651-266-8800

| | |
|--------------------|------------|
| DATE: | 01/09/2018 |
| CUSTOMER #: | 1250 |
| INVOICE #: | IN00026782 |
| AMOUNT DUE: | \$3,689.00 |
| DUE DATE: | 02/08/2018 |

Amount Enclosed \$:

CUSTOMER:
 City of Lauderdale
 1891 Walnut ST
 Lauderdale MN 55113



Syndicate Claim Services, Inc

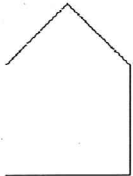
PO Box 6151
 Fishers, IN 46038
 317-576-1315-Phone
 317-576-1318-Fax

300-0338503-2017

General Items

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|---|----------|------------|--------------|-----------------|-------------|-----------------|
| 1. Dumpster load - Approx. 30 yards, 5-7 tons of debris | 1.00 EA | 514.42 | 0.00 | 514.42 | <0.00> | 514.42 |
| 2. Temporary toilet (per month) | 1.00 MO | 179.12 | 0.00 | 179.12 | <0.00> | 179.12 |
| 3. Temporary heater - propane - per week | 4.00 WK | 193.79 | 18.82 | 793.98 | <0.00> | 793.98 |
| Totals: General Items | | | 18.82 | 1,487.52 | 0.00 | 1,487.52 |

Exterior



Left Elevation

502.33 SF Walls
 523.33 SF Long Wall
 40.00 LF Ceil. Perimeter

Formula Elevation 40' x 13' 1" x 0"

40.00 LF Floor Perimeter
 523.33 SF Short Wall

Missing Wall - Goes to neither Floor/Ceiling (3) 2' X 3' 6"

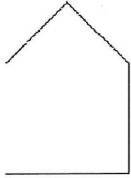
Opens into Exterior

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|--|-----------|------------|--------------|-----------------|---------------|-----------------|
| 4. Breaker panel - 200 to 300 amp - Detach & reset | 1.00 EA | 1,039.90 | 0.00 | 1,039.90 | <0.00> | 1,039.90 |
| 5. R&R Metal lath & stucco | 52.33 SF | 7.39 | 3.98 | 390.69 | <0.00> | 390.69 |
| Repair - no depreciation. | | | | | | |
| 6. Seal & paint stucco | 502.33 SF | 1.20 | 9.63 | 612.43 | <408.29> | 204.14 |
| Totals: Left Elevation | | | 13.61 | 2,043.02 | 408.29 | 1,634.73 |



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Front Elevation

Formula Elevation 10' 11" x 10' x 0"

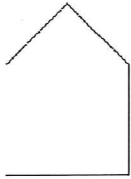
13.92 SF Walls
 109.17 SF Long Wall
 10.92 LF Ceil. Perimeter

2.92 LF Floor Perimeter
 109.17 SF Short Wall

Missing Wall - Goes to Floor

8' X 9'

Opens into Exterior

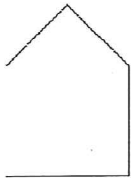


Subroom 1: F2

Formula Elevation 32' 3" x 3' 6" x 0"

112.88 SF Walls
 112.88 SF Long Wall
 32.25 LF Ceil. Perimeter

32.25 LF Floor Perimeter
 112.88 SF Short Wall



Subroom 2: F3

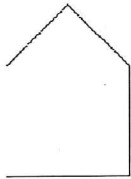
Formula Elevation 5' x 10' x 0"

47.75 SF Walls
 50.00 SF Long Wall
 5.00 LF Ceil. Perimeter

5.00 LF Floor Perimeter
 50.00 SF Short Wall

Missing Wall - Goes to neither Floor/Ceiling 1' 6" X 1' 6"

Opens into Front Elevation



Subroom 3: F4

Formula Elevation 10' 4" x 10' x 0"

84.58 SF Walls
 103.33 SF Long Wall
 10.33 LF Ceil. Perimeter

10.33 LF Floor Perimeter
 103.33 SF Short Wall

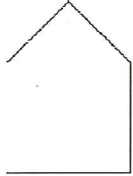
Missing Wall - Goes to neither Floor/Ceiling 7' 6" X 2' 6"

Opens into Front Elevation



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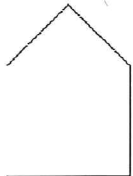
Subroom 4: F5

Formula Elevation 4' x 10' x 0"

| | |
|-------------------------|-------------------------|
| 37.75 SF Walls | 4.00 LF Floor Perimeter |
| 40.00 SF Long Wall | 40.00 SF Short Wall |
| 4.00 LF Ceil. Perimeter | |

Missing Wall - Goes to neither Floor/Ceiling 1' 6" X 1' 6"

Opens into Front Elevation



Subroom 5: F6

Formula Elevation 10' 11" x 10' x 0"

| | |
|--------------------------|-------------------------|
| 37.17 SF Walls | 2.92 LF Floor Perimeter |
| 109.17 SF Long Wall | 109.17 SF Short Wall |
| 10.92 LF Ceil. Perimeter | |

Missing Wall - Goes to Floor

8' X 9'

Opens into Exterior

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|--|-----------|------------|-------|----------|----------|----------|
| 7. R&R Overhead door & hardware - 9' x 8' | 1.00 EA | 927.47 | 42.33 | 969.80 | <515.57> | 454.23 |
| 8. R&R Commercial overhead door opener - Trolley type | 1.00 EA | 694.18 | 33.19 | 727.37 | <486.22> | 241.15 |
| 9. 2" x 4" lumber (.667 BF per LF) | 76.00 LF | 2.18 | 3.31 | 168.99 | <0.00> | 168.99 |
| No depreciation - repair only. Repair is to the studs by sistering the new studs to the existing. This is for the area to the left front - 40 lf. | | | | | | |
| Repairs to garage door framing are 36 lf. | | | | | | |
| 10. Seal & paint door/window trim & jamb - Large (per side) | 4.00 EA | 30.21 | 1.40 | 122.24 | <0.00> | 122.24 |
| Includes the right garage door trim for matching. | | | | | | |
| 11. R&R Metal lath & stucco | 334.04 SF | 7.39 | 25.37 | 2,493.93 | <0.00> | 2,493.93 |
| Repair - no depreciation. | | | | | | |
| 12. Seal & paint stucco | 334.04 SF | 1.20 | 6.41 | 407.26 | <271.50> | 135.76 |
| 13. Remove Roll roofing - 50% overlap | 0.50 SQ | 42.32 | 0.00 | 21.16 | <0.00> | 21.16 |
| Area over office - entire office will be demolished. | | | | | | |
| 14. Roll roofing - 50% overlap | 0.50 SQ | 208.47 | 4.02 | 108.26 | <81.20> | 27.06 |
| 15. Aluminum corrugated sheet roofing - .019 | 60.00 SF | 6.40 | 6.33 | 390.33 | <78.07> | 312.26 |
| 16. R&R Fascia - 1" x 4" - #1 pine | 30.00 LF | 7.48 | 3.03 | 227.43 | <145.62> | 81.81 |
| 17. Prime & paint exterior fascia - wood, 4"- 6" wide | 30.00 LF | 1.41 | 0.33 | 42.63 | <28.42> | 14.21 |
| 18. R&R Gutter / downspout - aluminum - up to 5" | 42.00 LF | 7.46 | 7.31 | 320.63 | <241.39> | 79.24 |



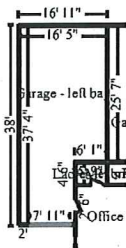
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CONTINUED - Front Elevation

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|---|----------|------------|--------|----------|----------|----------|
| Includes gutters on the 3 sides of the office exterior projection and the downspout. | | | | | | |
| Totals: Front Elevation | | | 133.03 | 6,000.03 | 1,847.99 | 4,152.04 |
| Total: Exterior | | | 146.64 | 8,043.05 | 2,256.28 | 5,786.77 |

Main Level



Garage - left bay

Height: 11' 9"

| | |
|----------------------------|--------------------------|
| 1175.21 SF Walls | 541.18 SF Ceiling |
| 1716.39 SF Walls & Ceiling | 541.18 SF Floor |
| 60.13 SY Flooring | 97.08 LF Floor Perimeter |
| 107.50 LF Ceil. Perimeter | |

Missing Wall - Goes to Floor
Door

7' 11" X 9'
2' 6" X 6' 8"

Opens into Exterior
Opens into ROOM2

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|--|-----------|------------|-------|----------|----------|----------|
| 19. R&R Angle - L 2 1/2" x 2 1/2" x 1/4" thick | 41.00 LF | 11.79 | 15.03 | 498.42 | <0.00> | 498.42 |
| For the central beam 20 1/2 linear feet, both sides of beam = 41 lf. Repair, no depreciation. Temporary shoring for this area is included under the "Office" room because of office walls and the central support beam. | | | | | | |
| 20. R&R 5/8" drywall - hung, taped, floated, ready for paint | 120.00 SF | 2.23 | 4.60 | 272.20 | <105.75> | 166.45 |
| 21. Seal/prime then paint the surface area (2 coats) | 120.00 SF | 0.80 | 1.33 | 97.33 | <64.89> | 32.44 |
| 22. R&R 1/2" drywall - hung, taped, floated, ready for paint | 306.00 SF | 2.17 | 10.83 | 674.85 | <260.66> | 414.19 |
| This is the left outer wall of the office and the back outer wall of the office plus the area above the garage door. | | | | | | |
| 23. Seal/prime then paint the surface area (2 coats) | 306.00 SF | 0.80 | 3.39 | 248.19 | <165.46> | 82.73 |
| Totals: Garage - left bay | | | 35.18 | 1,790.99 | 596.76 | 1,194.23 |



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Office

Height: 8'

| | |
|---------------------------|--------------------------|
| 318.08 SF Walls | 136.94 SF Ceiling |
| 455.03 SF Walls & Ceiling | 136.94 SF Floor |
| 15.22 SY Flooring | 41.83 LF Floor Perimeter |
| 46.83 LF Ceil. Perimeter | |

| | | |
|---------------|----------------------|------------------------------|
| Door | 2' 6" X 6' 8" | Opens into ROOM4 |
| Window | 1' 6" X 1' 6" | Opens into Exterior |
| Window | 7' 6" X 2' 6" | Opens into Exterior |
| Window | 1' 6" X 1' 6" | Opens into Exterior |
| Door | 2' 6" X 6' 8" | Opens into GARAGE_LEF |

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|--|-----------|------------|--------|----------|------------|----------|
| 24. Temporary shoring post - Screw jack (per day) | 120.00 DA | 35.23 | 0.00 | 4,227.60 | <0.00> | 4,227.60 |
| Will need 4 shoring posts for approximately 30 days of the repairs (for the office walls and the north timer column reset). | | | | | | |
| 25. R&R Stud wall 2x4x8 ext. w/shear panels & 1/2" bldr bd | 46.83 LF | 36.46 | 43.10 | 1,750.52 | <589.84> | 1,160.68 |
| 26. Rewire - average residence - copper wiring with conduit | 136.94 SF | 4.88 | 5.25 | 673.52 | <336.77> | 336.75 |
| 27. R&R Ground fault interrupter (GFI) outlet | 1.00 EA | 33.28 | 1.06 | 34.34 | <29.81> | 4.53 |
| 28. R&R 110 volt copper wiring run, box and outlet | 7.00 EA | 68.87 | 5.05 | 487.14 | <226.67> | 260.47 |
| Includes 2 wall switches, 3 wall outlets, and 2 ceiling outlets for the flouescent lights. | | | | | | |
| 29. R&R 5/8" drywall - hung, taped, floated, ready for paint | 136.94 SF | 2.23 | 5.25 | 310.63 | <120.68> | 189.95 |
| 30. R&R 1/2" drywall - hung, taped, floated, ready for paint | 318.08 SF | 2.17 | 11.26 | 701.49 | <270.95> | 430.54 |
| 31. Seal/prime then paint the walls and ceiling (2 coats) | 455.03 SF | 0.80 | 5.03 | 369.05 | <246.03> | 123.02 |
| 32. R&R Fluorescent - one tube - 4' - fixture w/lens | 2.00 EA | 106.41 | 6.83 | 219.65 | <194.59> | 25.06 |
| 33. R&R Window drapery - hardware | 4.00 EA | 94.14 | 14.01 | 390.57 | <372.45> | 18.12 |
| 34. R&R Wood window - picture (fixed), 3-11 sf | 2.00 EA | 443.83 | 50.29 | 937.95 | <876.97> | 60.98 |
| 35. Add. charge for a retrofit window, 3-11 sf - difficult | 2.00 EA | 140.99 | 1.24 | 283.22 | <283.22> | 0.00 |
| 36. R&R Wood window - picture (fixed), 12-23 sf | 1.00 EA | 537.28 | 31.51 | 568.79 | <538.30> | 30.49 |
| 37. Add. charge for a retrofit window, 12-23 sf - difficult | 1.00 EA | 193.45 | 1.06 | 194.51 | <194.51> | 0.00 |
| 38. R&R Window blind - aluminum - 1" - up to 7 SF | 2.00 EA | 77.90 | 4.25 | 160.05 | <141.93> | 18.12 |
| 39. R&R Window blind - aluminum - 1" - 7.1 to 14 SF | 2.00 EA | 94.17 | 6.34 | 194.68 | <176.56> | 18.12 |
| 40. R&R Shelving - 12" - in place | 48.00 LF | 8.79 | 11.12 | 433.04 | <111.00> | 322.04 |
| 41. R&R Interior double door, 8' - Colonist - pre-hung unit | 1.00 EA | 430.54 | 22.45 | 452.99 | <212.64> | 240.35 |
| 42. Paint door slab only - 2 coats (per side) | 2.00 EA | 30.37 | 0.94 | 61.68 | <41.12> | 20.56 |
| 43. R&R Door knob - interior | 1.00 EA | 53.36 | 1.58 | 54.94 | <43.69> | 11.25 |
| 44. R&R Add for tall masonry chimney over 15' (per vertical LF) | 1.00 LF | 383.11 | 7.06 | 390.17 | <154.09> | 236.08 |
| 45. R&R Masonry chimney and flue | 15.00 LF | 383.11 | 105.95 | 5,852.60 | <2,311.49> | 3,541.11 |
| 46. R&R Chimney flashing - average (32" x 36") | 1.00 EA | 446.12 | 4.80 | 450.92 | <148.82> | 302.10 |
| 47. R&R Sheathing - plywood - 1/2" CDX | 136.94 SF | 2.12 | 8.69 | 299.00 | <61.11> | 237.89 |

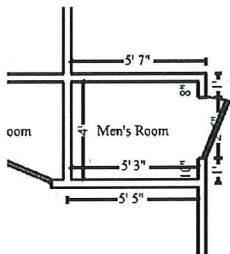


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CONTINUED - Office

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|-----------------------|----------|------------|---------------|------------------|-----------------|------------------|
| Plywood floor. | | | | | | |
| Totals: Office | | | 354.12 | 19,499.05 | 7,683.24 | 11,815.81 |



Men's Room

Height: 11'

| | |
|---------------------------|--------------------------|
| 186.72 SF Walls | 20.98 SF Ceiling |
| 207.71 SF Walls & Ceiling | 20.98 SF Floor |
| 2.33 SY Flooring | 15.99 LF Floor Perimeter |
| 18.49 LF Ceil. Perimeter | |

Door

2' 6" X 6' 8"

Opens into GARAGE_RIG

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|---|-----------|------------|-------|--------|----------|--------|
| 48. R&R Stud wall 2x4x8 ext. w/shear panels & 1/2" bldr bd | 18.49 LF | 36.46 | 17.02 | 691.16 | <232.89> | 458.27 |
| 49. Rewire - average residence - copper wiring with conduit | 20.98 SF | 4.88 | 0.80 | 103.18 | <51.59> | 51.59 |
| 50. R&R Ground fault interrupter (GFI) outlet | 1.00 EA | 33.28 | 1.06 | 34.34 | <29.81> | 4.53 |
| 51. R&R 110 volt copper wiring run, box and outlet | 3.00 EA | 68.87 | 2.16 | 208.77 | <97.14> | 111.63 |
| Includes 1 wall switches, 1 wall outlets, and 1 ceiling outlets for the light. | | | | | | |
| 52. R&R 5/8" drywall - hung, taped, floated, ready for paint | 20.98 SF | 2.23 | 0.80 | 47.58 | <18.48> | 29.10 |
| 53. R&R 1/2" drywall - hung, taped, floated, ready for paint | 186.72 SF | 2.17 | 6.61 | 411.79 | <159.05> | 252.74 |
| 54. Seal/prime then paint the walls and ceiling (2 coats) | 207.71 SF | 0.80 | 2.30 | 168.47 | <112.31> | 56.16 |
| 55. R&R Fluorescent light fixture | 1.00 EA | 112.37 | 3.85 | 116.22 | <103.69> | 12.53 |
| 56. R&R Interior double door, 8' - Colonist - pre-hung unit | 1.00 EA | 430.54 | 22.45 | 452.99 | <212.64> | 240.35 |
| 57. Paint door slab only - 2 coats (per side) | 2.00 EA | 30.37 | 0.94 | 61.68 | <41.12> | 20.56 |
| 58. R&R Door knob - interior | 1.00 EA | 53.36 | 1.58 | 54.94 | <43.69> | 11.25 |
| 59. Rough in plumbing - includes supply and waste lines | 20.98 SF | 3.65 | 1.25 | 77.83 | <77.83> | 0.00 |
| 60. R&R Toilet | 1.00 EA | 473.67 | 16.91 | 490.58 | <124.82> | 365.76 |
| 61. R&R Sink - single | 1.00 EA | 274.47 | 10.48 | 284.95 | <214.45> | 70.50 |
| 62. R&R Sink faucet - Bathroom | 1.00 EA | 219.01 | 8.77 | 227.78 | <210.90> | 16.88 |
| 63. R&R Towel bar | 1.00 EA | 34.07 | 1.11 | 35.18 | <5.91> | 29.27 |
| 64. R&R Toilet paper holder | 1.00 EA | 30.22 | 0.91 | 31.13 | <5.32> | 25.81 |
| 65. R&R Sheathing - plywood - 1/2" CDX | 20.98 SF | 2.12 | 1.33 | 45.81 | <9.36> | 36.45 |

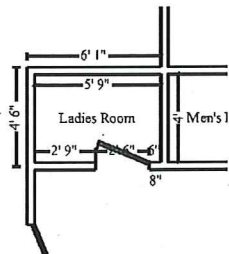


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CONTINUED - Men's Room

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|---------------------------|----------|------------|---------------|-----------------|-----------------|-----------------|
| Plywood floor. | | | | | | |
| Totals: Men's Room | | | 100.33 | 3,544.38 | 1,751.00 | 1,793.38 |



Ladies Room

Height: 11'

| | |
|---------------------------|--------------------------|
| 197.94 SF Walls | 23.02 SF Ceiling |
| 220.96 SF Walls & Ceiling | 23.02 SF Floor |
| 2.56 SY Flooring | 17.01 LF Floor Perimeter |
| 19.51 LF Ceil. Perimeter | |

Door

2' 6" X 6' 8"

Opens into ROOM2

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|---|-----------|------------|-------|--------|----------|--------|
| 66. R&R Stud wall 2x4x8 ext. w/shear panels & 1/2" bldr bd | 19.51 LF | 36.46 | 17.96 | 729.30 | <245.74> | 483.56 |
| 67. Rewire - average residence - copper wiring with conduit | 23.02 SF | 4.88 | 0.88 | 113.22 | <56.61> | 56.61 |
| 68. R&R Ground fault interrupter (GFI) outlet | 1.00 EA | 33.28 | 1.06 | 34.34 | <29.81> | 4.53 |
| 69. R&R 110 volt copper wiring run, box and outlet | 3.00 EA | 68.87 | 2.16 | 208.77 | <97.14> | 111.63 |
| Includes 1 wall switches, 1 wall outlets, and 1 ceiling outlets for the light. | | | | | | |
| 70. R&R 5/8" drywall - hung, taped, floated, ready for paint | 23.02 SF | 2.23 | 0.88 | 52.22 | <20.29> | 31.93 |
| 71. R&R 1/2" drywall - hung, taped, floated, ready for paint | 197.94 SF | 2.17 | 7.01 | 436.54 | <168.61> | 267.93 |
| 72. Seal/prime then paint the walls and ceiling (2 coats) | 220.96 SF | 0.80 | 2.44 | 179.21 | <119.48> | 59.73 |
| 73. R&R Fluorescent light fixture | 1.00 EA | 112.37 | 3.85 | 116.22 | <103.69> | 12.53 |
| 74. R&R Interior double door, 8' - Colonist - pre-hung unit | 1.00 EA | 430.54 | 22.45 | 452.99 | <212.64> | 240.35 |
| 75. Paint door slab only - 2 coats (per side) | 2.00 EA | 30.37 | 0.94 | 61.68 | <41.12> | 20.56 |
| 76. R&R Door knob - interior | 1.00 EA | 53.36 | 1.58 | 54.94 | <43.69> | 11.25 |
| 77. Rough in plumbing - includes supply and waste lines | 23.02 SF | 3.65 | 1.38 | 85.40 | <85.40> | 0.00 |
| 78. R&R Toilet | 1.00 EA | 473.67 | 16.91 | 490.58 | <124.82> | 365.76 |
| 79. R&R Sink - single | 1.00 EA | 274.47 | 10.48 | 284.95 | <214.45> | 70.50 |
| 80. R&R Sink faucet - Bathroom | 1.00 EA | 219.01 | 8.77 | 227.78 | <210.90> | 16.88 |
| 81. R&R Towel bar | 1.00 EA | 34.07 | 1.11 | 35.18 | <5.91> | 29.27 |
| 82. R&R Toilet paper holder | 1.00 EA | 30.22 | 0.91 | 31.13 | <5.32> | 25.81 |
| 83. R&R Sheathing - plywood - 1/2" CDX | 23.02 SF | 2.12 | 1.46 | 50.26 | <10.27> | 39.99 |



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CONTINUED - Ladies Room

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | RCV | DEPREC. | ACV |
|---|----------|------------|---------------|------------------|------------------|------------------|
| Plywood floor. | | | | | | |
| Totals: Ladies Room | | | 102.23 | 3,644.71 | 1,795.89 | 1,848.82 |
| Total: Main Level | | | 591.86 | 28,479.13 | 11,826.89 | 16,652.24 |
| Line Item Totals: 300-0338503-2017 | | | 757.32 | 38,009.70 | 14,083.17 | 23,926.53 |

Grand Total Areas:

| | | |
|-----------------------------|------------------------------------|-------------------------------|
| 4,201.49 SF Walls | 1,271.64 SF Ceiling | 5,473.13 SF Walls and Ceiling |
| 1,269.35 SF Floor | 141.04 SY Flooring | 406.34 LF Floor Perimeter |
| 1,571.21 SF Long Wall | 1,571.21 SF Short Wall | 453.56 LF Ceil. Perimeter |
| 1,269.35 Floor Area | 1,345.37 Total Area | 2,862.78 Interior Wall Area |
| 1,586.88 Exterior Wall Area | 153.61 Exterior Perimeter of Walls | |
| 0.00 Surface Area | 0.00 Number of Squares | 0.00 Total Perimeter Length |
| 0.00 Total Ridge Length | 0.00 Total Hip Length | |



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Summary for Dwelling

| | |
|-----------------------------------|--------------------|
| Line Item Total | 37,252.38 |
| Matl Sales Tax Reimb | 757.32 |
| Replacement Cost Value | \$38,009.70 |
| Less Non-recoverable Depreciation | <14,083.17> |
| Actual Cash Value | \$23,926.53 |
| Net Claim | \$23,926.53 |

Cecelia Erko



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Recap of Taxes

| | Matl Sales Tax Reimb (7.375%) | Manuf. Home Tax (7.375%) | Cleaning Sales Tax (7.375%) | Clothing Acc Tax (7.375%) |
|-------------------|--|-------------------------------------|--|--------------------------------------|
| Line Items | 757.32 | 0.00 | 0.00 | 0.00 |
| Total | 757.32 | 0.00 | 0.00 | 0.00 |



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Recap by Room

| | | |
|-----------------------------------|------------------|----------------|
| Estimate: 300-0338503-2017 | | |
| General Items | 1,468.70 | 3.94% |
| Area: Exterior | | |
| Left Elevation | 2,029.41 | 5.45% |
| Front Elevation | 5,867.00 | 15.75% |
| <hr/> | | |
| Area Subtotal: Exterior | 7,896.41 | 21.20% |
| Area: Main Level | | |
| Garage - left bay | 1,755.81 | 4.71% |
| Office | 19,144.93 | 51.39% |
| Men's Room | 3,444.05 | 9.25% |
| Ladies Room | 3,542.48 | 9.51% |
| <hr/> | | |
| Area Subtotal: Main Level | 27,887.27 | 74.86% |
| <hr/> | | |
| Subtotal of Areas | 37,252.38 | 100.00% |
| <hr/> | | |
| Total | 37,252.38 | 100.00% |



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PO Box 6151
 Fishers, IN 46038
 317-576-1315-Phone
 317-576-1318-Fax

Recap by Category with Depreciation

| Items | RCV | Deprec. | ACV |
|-----------------------------|------------------|------------------|------------------|
| GENERAL DEMOLITION | 4,004.83 | | 4,004.83 |
| DOORS | 2,729.77 | 1,558.60 | 1,171.17 |
| DRYWALL | 2,362.38 | 1,102.44 | 1,259.94 |
| ELECTRICAL | 2,841.66 | 944.01 | 1,897.65 |
| FINISH CARPENTRY / TRIMWORK | 405.12 | 108.03 | 297.09 |
| FINISH HARDWARE | 234.63 | 147.99 | 86.64 |
| FIREPLACES | 5,170.40 | 2,412.85 | 2,757.55 |
| FRAMING & ROUGH CARPENTRY | 6,896.11 | 1,109.72 | 5,786.39 |
| LIGHT FIXTURES | 387.44 | 387.44 | 0.00 |
| PLUMBING | 1,982.36 | 1,217.62 | 764.74 |
| PAINTING | 2,396.77 | 1,517.28 | 879.49 |
| ROOFING | 917.48 | 302.15 | 615.33 |
| SOFFIT, FASCIA, & GUTTER | 509.82 | 379.14 | 130.68 |
| STEEL COMPONENTS | 391.55 | | 391.55 |
| STUCCO & EXTERIOR PLASTER | 2,592.54 | | 2,592.54 |
| TEMPORARY REPAIRS | 954.28 | | 954.28 |
| WINDOW TREATMENT | 666.34 | 666.34 | 0.00 |
| WINDOWS - WOOD | 1,808.90 | 1,808.90 | 0.00 |
| Subtotal | 37,252.38 | 13,662.51 | 23,589.87 |
| Matl Sales Tax Reimb | 757.32 | 420.66 | 336.66 |
| Total | 38,009.70 | 14,083.17 | 23,926.53 |

LAUDERDALE COUNCIL ACTION FORM

Action Requested

Consent _____
Public Hearing _____
Discussion _____
Action _____
Resolution _____
Work Session X

Meeting Date June 12, 2018

ITEM NUMBER Nature Area Invasive Species

STAFF INITIAL 

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

As previously discussed, Ramsey County Conservation District (RCCD) received grant money to tackle Japanese knotweed in the Ramsey County. The Nature Area has a significant infestation. It was thought the weed was contained to the area south of Rosehill Townhomes and along the ravine. The recent efforts to get grant funding for the storm water pond on Luther Seminary's property has shown that the weed has spread. The weed is difficult to control and the help of the Conservation District in leading efforts to eradicate it is very much appreciated.

The knotweed is not the only invasive species in the area. The Council has expressed interest in fighting the invasive species through methods such as goat grazing. RCCD recommended Paul Bockenstedt as a resource in the field. Luckily, Paul works for Stantec so staff have been able to discuss the issues with him. He is sending over a proposal for how to start addressing this. As of right now, we don't have the proposal. If we don't receive the proposal before this goes to print, staff will get it to you on Monday.

OPTIONS:

STAFF RECOMMENDATION:



Stantec Consulting Services Inc.
2335 Highway 36 West, St. Paul MN 55113-3819

June 8, 2018
File: 193801702

Attention: Heather Butkowski
City Administrator
City of Lauderdale
1891 Walnut Street
Lauderdale, MN 55113
651.792.7657
heather.butkowski@lauderdalemn.org

Dear Heather,

Reference: Japanese knotweed management options analysis

Thank you for the opportunity to provide you with a proposal to develop a set of recommended tools, timing and methods for management of the invasive, nonnative Japanese knotweed in the Lauderdale Ravine area. It is our understanding that Ramsey County is including at least a portion of the ravine area in its 2018 program to hire a contractor to conduct invasive plant management throughout the county.

We are proposing to conduct background information gathering, including a site visit to better understand the site-specific characteristics of the vegetation in the ravine area. We will prepare a letter report summarizing the composition of vegetation in the ravine and described potential management tools, timing, and techniques that could be utilized to manage Japanese knotweed, including:

- Mowing/trimming
- Browsing by goats
- Herbicides
- Supplemental seeding and/or other vegetation management techniques

We anticipate that the field work, background information gathering, and letter report development will occur in the June to September time frame in 2018. We propose to complete the tasks outlined above for the lump sum fee of \$1,535

As you consider our proposal to assist with this project, please feel free to contact me with any questions you may have. If you find the proposal acceptable, please provide written authorization to proceed with this effort.

June 8, 2018
Heather Butkowski
Page 2 of 2

Reference: Japanese knotweed management options analysis

Best regards,

Stantec Consulting Services Inc.

A handwritten signature in black ink, appearing to read "Paul Bockenstedt", with a stylized flourish at the end.

Paul Bockenstedt
Ecologist/Project Manager

Phone: (651) 604-4812
Fax: (651) 636-1311
Paul.Bockenstedt@stantec.com

c. Darren Amundsen