

City of St. Louis Park Request for Proposals

Comprehensive Fee Study

Issued: March 28, 2025

Submission deadline: April 17, 2025

I. Introduction

The City of St. Louis Park is a first-ring community located immediately west of Minneapolis. Thanks to its convenient location, St. Louis Park combines all the cultural amenities of a large metropolitan area with small-town friendliness. The city occupies a land area of 10.8 square miles and serves a population of approximately 50,000. St. Louis Park is a completely developed community and is bordered on all sides by other cities. The city's core values, and strategic priorities are listed below:

- St. Louis Park is committed to being a leader in racial equity and inclusion in order to create a more just and inclusive community for all.
- St. Louis Park is committed to continue to lead in environmental stewardship.
- St. Louis Park is committed to providing a broad range of housing and neighborhood-oriented development.
- St. Louis Park is committed to providing a variety of options for people to make their way around the city comfortably, safely and reliably.
- St. Louis Park is committed to creating opportunities to build social capital through community engagement.

The city is seeking proposals from qualified firms interested in providing a comprehensive fee study to evaluate all current fees listed on the City of St. Louis Park – 2025 Fee Schedule and examine whether a reasonable relationship exists between the cost of providing the services and current service fees, while ensuring compliance with statutory requirements.

II. Scope of services

The city desires to undertake a comprehensive citywide review and evaluation of user fee and rate charges resulting in a cost-based user fee study. The comprehensive user fee study will calculate the full cost of providing certain city services and provide a recommended fee to be charged for each applicable service. It is the city's goal to have a study informed by a clear and defensible methodology, with processes and findings explained in an accessible manner that result in a cost of service schedule that will identify rates to be used to recover billable costs for

services and develop user fees that comply with [Minnesota Statute 462.353](#) and all other relevant regulations.

The scope of services requested by the City of St. Louis Park includes (but is not limited to):

- Work and meet with city staff to refine the project scope, purpose, uses and goals of the city's User Fee Study to ensure that the study will be both accurate and appropriate to the city's needs. Review project schedules and answer any questions pertaining to the successful development of the study.
- Meet with staff and conduct interviews as needed to gain an understanding of the city's processes and operations. Conduct a comprehensive review of the city's existing fees, rates and charges.
- Identify the total cost of providing identified city service at the appropriate activity level and in a manner consistent with all applicable laws, statutes, rules and regulations governing the collection of fees, rates, and charges by public.
- Compare service costs with existing recovery levels. This should include any service areas where the city is currently charging for services as well as areas where perhaps the city should charge, considering the city's practices, or the practices of similar or neighboring cities.
- Recommend potential new fees and charges for services the city currently provides but does not have any fees and/or charges established. Recommendations should be based on industry best practices, or the consultant's professional opinion.
- Recommend appropriate fees and charges based on the firm's analysis together with the appropriate subsidy percentage of those fees where full cost recovery may be unrealistic or not aligned with the city's strategic priorities.
- Prepare a report that identifies each fee service, its full cost, recommended and current cost recovery levels. The report should also identify the direct cost, the indirect cost, and the overhead cost for each service.
- Provide a computer-based model in Microsoft Excel for adjusting these fees and charges for the city's current and future needs and provide the city with an electronic copy of the final comprehensive study, including related schedules and cost documentation in a format that can be edited and updated by city staff to accommodate changes in the organization or changes in costs. The requirements of the models should allow for:
 - Additions, revisions, or removal of the direct and overhead costs so the comprehensive fee study can be easily adapted to a range of activities, both simple and complex.
 - The ability of the city to continuously update the model and fees from year to year as the organization changes.

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- The addition of hypothetical service area information for future service enhancements, and the ability to calculate the estimated costs of providing the service under consideration (i.e., ad-hoc analysis).

III. Instructions to proposers

Proposals must be submitted electronically in a PDF format and must be received by 4:30 p.m. on April 18, 2025. All questions related to the proposal should be sent via email to acruver@stlouisparkmn.gov by April 7, 2025. Questions will be answered by staff and circulated to all interested parties by April 11, 2025. All proposals and correspondence should be directed to acruver@stlouisparkmn.gov by April 18, 2025. To ensure a fair review and selection process, firms submitting proposals are prohibited from contacting any other city staff or council members regarding these proposals.

IV. Proposal content

a. Title page

- Consultant/organization name, address, phone number, email address
- Contact person (if there are multiple primary contacts, please include information for each and indicate which person is the contact for the RFP process)
- Date of submission

b. Table of contents

c. Proposal statement

- A letter of transmittal that shows the firm or professional's understanding of the work to be done, the commitment to perform the work within the requested time periods, a statement why the firm or professional believes it is best qualified to perform the work required and a statement that the proposal is a firm and irrevocable offer. This letter should be signed by an individual authorized to contractually bind the firm or professional. An unsigned letter shall be rejected.
- Information about the applicant's organization that relates to the project work
- An outline of the scope of work, including a proposed timeline

d. Consultant/firm's profile/history/experiences

- Information regarding the applicant's history/experience
- Information regarding any key personnel that will be involved in the investment management process, including resumes, descriptions of their role(s) within the process and contact details
- Examples of past work and/or sample work
- The work style or philosophy/approach of the applicant's organization
- Type of clientele, including if firm or professional has worked with other cities in the past

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- Include at least three (3) clients who can speak to their experience working with your firm, including their name, title, organization, phone number and e-mail address
 - Letters of recommendation are strongly encouraged. References will be contacted before the city awards and/or executes a contract.

If applicable, explain any formal or informal partnership you have with the City of St. Louis Park.

e. Quote or fee structure and method of payment

- Please include a fee proposal that includes full disclosure of direct and indirect fees (mark-ups, referral fees, soft dollars), commissions, penalties and other compensation, including any reimbursement relating to providing the services outlined in this RFP. The fee proposal should clearly define the billing process.

V. City's timetable/project schedule

RFP Issued: March 28, 2025

Questions Deadline: April 7, 2025

City Response to Questions: April 11, 2025

Submission Deadline: April 18, 2025

Selection Notification: April 25, 2025

Study Completion: July 7, 2025

Final Report Completion: July 11, 2025

VI. Criteria for proposal evaluation and selection

The city's selection committee will independently interview and select a firm or professional(s) based on consideration of the following factors:

- Understanding of the scope of services listed in this RFP and ability to provide said services
- Experience of the firm or professional(s) in providing similar fee study services
- Client service and client management philosophy
- Fees
- Recommendations from references

VII. Agreement terms

a. Intention

The City of St. Louis Park intends to enter a contract with the selected company that best satisfies the needs of the city. This RFP does not commit the city to award a contract or share any expense of preparing these proposals.

b. Cost liability

The City of St. Louis Park is not liable for any cost incurred by the prospective firms prior to the signing of the contract.

c. Right to reject all bids

The City of St. Louis Park reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects, in the city's judgment. In determination of award, the qualification of the proposal submitter, the conformity with the specifications of services to be supplied and delivery terms will be considered.

This document is a request for proposals, not for bids. The city therefore reserves the right to negotiate with any qualifying firm or professional on any matter in the proposal.

d. Contract

The selected consultant will be required to sign the city's standard agreement for professional services, with consultant's proposal as an appendix. A draft of this agreement can be found as an attachment to this RFP.

The city is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and all information submitted is subject to disclosure as required by the Act.

All data, documents and other information provided to the city by a responding firm or professional as a result of this RFP will become property of the city and subject to its disposal. The city reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm or professional of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.

VIII. Attachments

- Draft agreement for professional services contract
- [City of St. Louis Park – 2025 Fee Schedule](#) (study will focus on economic development related fees as seen in the building and energy, community development and engineering departments)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on the ____ day of _____, 2025, between the **CITY OF ST. LOUIS PARK**, Minnesota (“City”), whose business address is 5005 Minnetonka Boulevard, St. Louis Park, Minnesota 55416-2290, and ____ (“Consultant”) whose business address is _____.

PRELIMINARY STATEMENT

The City has adopted a policy regarding the selection and hiring of consultants to provide a variety of professional services for City projects. That policy requires that persons, firms, or corporations providing such services enter into written contracts with the City. The purpose of this contract is to set forth terms and conditions for the Consultant to assist with city manager’s annual performance review.

The City and Consultant agree as follows:

1. **Scope of Services.** The Consultant agrees to provide professional services as described in Exhibit A, attached and made a part of this Agreement.
2. **Time for Performance of Services.** The Consultant agrees to perform the services provided in Exhibit A, attached and made a part of this Agreement. The term of this Agreement shall be from _____, YEAR through _____, YEAR, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period, as they deem appropriate, and upon the terms and conditions as herein stated.
3. **Compensation for Services.** The City agrees to pay the Consultant for services as described in Exhibit A. Compensation shall be in accordance with Exhibit A, attached and made a part of this Agreement and shall not exceed **DOLLAR AMOUNT**, excluding expenses and reimbursables, without prior written authorization by the City.
4. **Special Consultants.** The Consultant may utilize Special Consultants when required by the complex or specialized nature of the Project and when authorized in writing by the City.
5. **Extra Services.** The City will pay Consultant for extra services by the Consultant or Special Consultants only when authorized in writing by the City.
6. **City Services Provided.** The City agrees to provide the Consultant with the complete information concerning the scope of the Project and to perform the following services:
 - A. **Access to the Area:** The City shall obtain access to and make all provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform such work as surveys and inspections in the development of the Project.
 - B. **Consideration of the Consultant’s Work:** The City shall give thorough consideration to all reports, sketches, estimates, drawings, and other documents presented by the Consultant, and shall inform the Consultant of all decisions within a reasonable time so as not to delay the work of the Consultant.

- C. Standards: The City shall furnish the Consultant with a copy of any design and construction standards they may require in the preparation of the report for the Project.
- D. Owner's Representative: A person shall be appointed to act as the City's representative with respect to the work to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions, with respect to the materials, equipment, elements, and systems pertinent to the work covered by this Agreement.
7. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis, itemized bills for professional services performed under Sections 1-5 of this Agreement. Bills submitted shall be paid in the same manner as other claims made to the City.
- A. Progress Payment: For work reimbursed on an hourly basis, the Consultant shall indicate the following for each employee: name; job title; the number of hours worked; rate of pay; a computation of amounts due; and the total amount due for each project task. Consultant shall verify all statements submitted for payment in compliance with Minnesota Statutes Section 471.38. For reimbursable expenses, if permitted in Exhibit A, the Consultant shall provide such documentation as reasonably required by the City.
- B. Abandoned or Suspended Work: If any work performed by the Consultant is abandoned or suspended in whole or in part by the City, the Consultant shall be paid for any services performed on account of it prior to receipt of written notice from the City of such abandonment or suspension, all as shown on Exhibit A attached hereto and incorporated herein by reference.
- C. Payments for the Consultant's Reimbursable Costs. The Consultant shall be reimbursed for the work of special consultants, as described in Section 4, and for other items when authorized in writing by the City. This shall include items such as: transportation of principals and employees on special trips to the Project or to other locations, materials and supplies, and reproduction of reports.
8. **Accuracy of Work.** The Consultant shall be responsible for the accuracy of the work and the utilization of all determinant data, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of Consultant without additional compensation.
9. **Authorized Agents.** The City shall appoint an authorized agent for the purpose of administration of this agreement. The Consultant is notified the authorized agent for the City is as follows:

Name, title
City of St. Louis Park
5005 Minnetonka Boulevard

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St. Louis Park, MN 55416
952.XXX.XXX
Email address

The City is notified the authorized agent for the Consultant is as follows:

10. **Audit Disclosure.** The Consultant shall allow the City or its duly authorized agents reasonable access to such of the Consultant's books and records as are pertinent to all services provided under this Agreement. Any reports, information, data, etc. given to, or prepared or assembled by, the Consultant under this Agreement which the client requests to be kept confidential shall not be made available to any individual or organization without the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the City upon termination of this Agreement, but Consultant may retain copies of such documents as records of the services provided.
11. **Termination.** This Agreement may be terminated by either party by seven (7) days' written notice delivered to the other party at the address written above. Upon termination under this provision if there is no fault of the Consultant, the Consultant shall be paid for services rendered and reimbursable expenses until the effective date of termination. If however, the City terminates the Agreement because the Consultant has failed to perform in accordance with this Agreement, no further payment will be made to the Consultant, and the City may retain another consultant to undertake or complete the work identified in Section 1 (Consultant Services). If as a result, the City incurs total costs for the work (including payments to both the present consultant and a future consultant) which exceed a maximum Agreement amount, if any, specified under Section 3 (Compensation for Services), then the Consultant shall be responsible for the difference between the cost actually incurred and the Agreement amount.
12. **Subcontractor.** The Consultant shall not subcontract any portion of the work to be performed under this agreement nor assign this agreement without the prior written approval of the authorized agent of the City. The Consultant shall ensure and require that any subcontractor agrees to and complies with all of the terms of this agreement. Any subcontractor of Consultant used to perform any portion of this agreement shall report to and bill Consultant directly. Consultant shall be solely responsible for the breach, performance or nonperformance of any subcontractor. The Consultant shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor. If the Consultant fails within that time to pay the subcontractor any undisputed amount for which the Consultant has received payment by the City, the

Consultant shall pay interest to the subcontractor on the unpaid amount at the rate of 1-1/2 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Consultant shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Consultant shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

13. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an independent consultant and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
14. **Non-Discrimination.** During the performance of this contract, the Consultant shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this section in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.
15. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.
16. **Services Not Provided For:** No claim for services furnished by the Consultant not specifically provided for herein shall be honored by the City.
17. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of the Agreement.
18. **Entire Agreement.** The entire Agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
19. **Compliance with Laws and Regulations.** In providing services hereunder, the Consultant shall abide by all statutes, ordinances, rules, and regulations, including to the extent it is applicable the Minnesota Government Data Practices Act, pertaining to the provisions of services to be provided. Any violation shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.

20. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.
21. **Indemnification.** Consultant agrees to defend, indemnify and hold the City, its officers, and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, arising from negligent acts or otherwise wrongful acts or omissions, including breach of a specific contractual duty, of the Consultant, its agents, employees, or subcontractors in the performance of the services provided by this Agreement and against all losses by reason of the failure of said Consultant fully to perform, in any respect, all obligations under this Agreement.
22. **Insurance.**
- A. **General Liability:** During the term of this Agreement, Consultant shall maintain a general liability insurance policy with limits of at least \$1,500,000 for each person, and each occurrence, for both personal injury and property damage. This policy shall name the City as an additional insured for the services provided under this Agreement and shall provide that the Consultant's coverage shall be the primary coverage in the event of a loss. The policy shall also insure the indemnification obligation contained in Section No. 21. A certificate of insurance on the City's approved form which verifies the existence of this insurance coverage must be provided to the City before work under this Agreement is begun.
- B. **Worker's Compensation:** The Consultant shall secure and maintain such insurance as will protect Consultant from claims under the Worker's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of Consultant's services under this Agreement. Said policy shall be a minimum of \$500,000 liability limit.
- C. **Professional Liability Insurance:** The Consultant agrees to provide to the City a certificate evidencing that they have in effect, with an insurance company in good standing and authorized to do business in Minnesota, a professional liability insurance policy. Said policy shall insure payment of damage for legal liability arising out of the performance of professional services for the City, in the insured's capacity as the Consultant, if such legal liability is caused by an error, omission, or negligent act of the insured or any person or organization for whom the insured is legally liable. Said policy shall provide an aggregate limit of \$1,500,000.
23. **Records Access.** The Consultant shall provide the City access to any books, documents, papers, and records which are directly pertinent to the specific contract, for the purpose of making audit, examination, excerpts, and transcriptions, for six years after final payments and all other pending matters related to this contract are closed.
24. **Ownership of Documents.** All plans, diagrams, analyses, reports, models, computer files and information generated in connection with performance of the agreement shall become the property of the City. The City may use the information for its purposes. Such use by the City shall not relieve any liability on the part of the Consultant.

25. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.
26. **Notices.** Any notices given under this Agreement will be served personally or by mail at the addresses stated herein.

This standard agreement has been reviewed by the City Attorney.

EXECUTED as to the day and year first above written.

CITY OF ST. LOUIS PARK

NAME

City Manager

CONSULTANT NAME

By _____

Print Name _____

Its _____