City of ROSEVILLE Minnesota, USA

City Council Agenda

Monday, December 8, 2014

6:00 p.m.

City Council Chambers

(Times are Approximate – please note that items may be earlier or later than listed on the agenda)

6:00 p.m. **1. Roll Call**

Voting & Seating Order: Laliberte, McGehee, Willmus, Etten, Roe

6:02 p.m. **2. Approve Agenda**

6:05 p.m. **3. Public Comment**

6:10 p.m. **4. Council Communications, Reports and Announcements**

6:15 p.m. **5. Recognitions, Donations and Communications**

6:20 p.m. **6. Approve Minutes**

a. Approve December 1 Council Meeting Minutes

6:25 p.m. **7. Approve Consent Agenda**

a. Approve Payments

b. Approve Business & Other Licenses & Permits

c. Approve Resolution Awarding Bid for 2015 Sanitary Sewer Main Lining

d. Consider Not Waiving Statutory Liability Limits for 2015

e. Consider Approving a 3-Year Audit Services Agreement with Kern DeWenter Viere (KDV)

f. Fire Department & Northeast Metro Intermediate District 916 Medical Training Program Agreement

g. Consider Approval and Support of Special Legislation Regarding the Composition of the Roseville Fire Relief Association Board of Trustees

h. Consider Approving a Premises Permit to Destination Education & Scholarship Foundation to Conduct Lawful Gambling Activities at 1754 Lexington Avenue (Ol' Mexico Restaurant)

i. Centennial Lakes Police IT Shared Services Agreement

j. Confirm Citizen Advisory Commission Reappointment/Appointment Schedule

k. Fire Department & Allina Health Emergency Medical Services Medical Direction and Oversight Contract Extension Agreement

6:35 p.m. **8. Consider Items Removed from Consent**

9. General Ordinances for Adoption

10. Presentations

6:40 p.m. a. Community Engagement Commission Joint Meeting

11. Public Hearings

7:10 p.m. a. Public Hearing to Consider Amending City Code Chapter 302 to Allow for Expanded Hours of Operation for On-Sale Brewer Taproom Establishments

12. Budget Items

7:20 p.m. a. Approve 2015 Levy & Budget

8:00 p.m. b. Adopt the 2015 Final HRA Tax Levy

8:10 p.m. c. Consider the 2015 Utility Rate Adjustments

13. Business Items (Action Items)

8:20 p.m. a. Approve/Deny Amending City Code Chapter 302 to Allow for Expanded Hours of Operation for On-Sale Brewer Taproom Establishments

8:30 p.m. b. Consider Approval of Pawn America Minnesota, LLC's 2015 Pawn Shop and Precious Metals Dealer License Renewal

8:40 p.m. c. Consider Approval of Newly Created Positions in the 2015 City Budget

8:50 p.m. d. Twin Lakes Parkway Phase Three Design Services Contract

14. Business Items – Presentations/Discussions

9:00 p.m. a. Request by the Community Development Department for direction on the Creation of a Formal Voluntary Environmental Assessment Worksheet (EAW) Waiver Process for Projects Zoned Community Mixed-Use (CMU) in the Twin Lakes Redevelopment Area

9:20 p.m. b. Discuss City Council and Staff Retreat

9:40 p.m. **15. City Manager Future Agenda Review**

9:50 p.m. **16. Councilmember Initiated Items for Future Meetings**

10:00 p.m. **17. Adjourn**

Some Upcoming Public Meetings………

Tuesday	Dec 9	6:30 p.m.	Finance Commission
Wednesday	Dec 17	6:30 p.m.	Human Rights Commission
Wednesday Thursday	*Dec 24-25*		*City Offices Closed – Christmas Eve & Christmas Day*

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

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 12/8/2014
Item No.: 7.a

Department Approval

City Manager Approval

Item Description: Approve Payments

BACKGROUND

State Statute requires the City Council to approve all payment of claims. The following summary of claims has been submitted to the City for payment.

Check Series #	Amount
ACH Payments	$405,289.59
75903-75996	$199,859.92
Total	$605,149.51

A detailed report of the claims is attached. City Staff has reviewed the claims and considers them to be appropriate for the goods and services received.

POLICY OBJECTIVE

Under Mn State Statute, all claims are required to be paid within 35 days of receipt.

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

Staff recommends approval of all payment of claims.

REQUESTED COUNCIL ACTION

Motion to approve the payment of claims as submitted

Prepared by: Chris Miller, Finance Director
Attachments: A: Checks for Approval

Attachment A

Accounts Payable

Checks for Approval

User: mary.jenson
Printed: 12/2/2014 - 10:34 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	11/26/2014	Building Improvements	Professional Services	Electro Watchman, Inc.	S2 Systems Access Control System -	6,860.00
0	11/26/2014	Building Improvements	Professional Services	Electro Watchman, Inc.	S2 Systems Access Control System -	1,937.50
					Professional Services Total:	8,797.50
					Fund Total:	8,797.50
0	11/25/2014	Charitable Gambling	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Federal Inco	6.88
					Federal Income Tax Total:	6.88
0	11/25/2014	Charitable Gambling	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	6.67
0	11/25/2014	Charitable Gambling	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Er	1.57
					FICA Employee Ded. Total:	8.24
0	11/25/2014	Charitable Gambling	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	6.67
0	11/25/2014	Charitable Gambling	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Er	1.57
					FICA Employers Share Total:	8.24
0	11/25/2014	Charitable Gambling	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2014 Post Employ	0.99
					MN State Retirement Total:	0.99
0	11/25/2014	Charitable Gambling	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2014 Pera Employ	6.19
					PERA Employee Ded Total:	6.19
0	11/25/2014	Charitable Gambling	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera Employ	6.19

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	11/25/2014	Charitable Gambling	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera additio	0.99
					PERA Employer Share Total:	7.18
0	11/25/2014	Charitable Gambling	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2014 State Incom	4.12
					State Income Tax Total:	4.12
					Fund Total:	41.84
75947	11/26/2014	Community Development	Development Escrow	Affinity Plus Federal Credit Union	New Site Development Landscape Gu	36,750.00
					Development Escrow Total:	36,750.00
0	11/25/2014	Community Development	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Federal Inco	3,759.47
					Federal Income Tax Total:	3,759.47
0	11/25/2014	Community Development	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	1,926.72
0	11/25/2014	Community Development	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare En	450.60
					FICA Employee Ded. Total:	2,377.32
0	11/25/2014	Community Development	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	1,926.72
0	11/25/2014	Community Development	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare En	450.60
					FICA Employers Share Total:	2,377.32
75974	11/26/2014	Community Development	HSA Employee	Premier Bank	PR Batch 00002.11.2014 HSA Emplo	420.00
					HSA Employee Total:	420.00
0	11/26/2014	Community Development	ICMA Def Comp	ICMA Retirement Trust 457-30022	PR Batch 00002.11.2014 ICMA Defe	435.00
					ICMA Def Comp Total:	435.00
75984	11/26/2014	Community Development	Life Ins. Employee	Standard Insurance Company	Life Insurance Premium-Policy 00 13	227.69

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				Life Ins. Employee Total:		227.69
75984	11/26/2014	Community Development	Life Ins. Employer	Standard Insurance Company	Life Insurance Premium-Policy 00 13	88.90
				Life Ins. Employer Total:		88.90
75984	11/26/2014	Community Development	Long Term Disability	Standard Insurance Company	Life Insurance Premium-Policy 00 13	198.62
				Long Term Disability Total:		198.62
75971	11/26/2014	Community Development	Medical Ins Employee	NJPA	Health Insurance Premium-Nov 2014	379.44
				Medical Ins Employee Total:		379.44
75971	11/26/2014	Community Development	Medical Ins Employer	NJPA	Health Insurance Premium-Nov 2014	3,610.28
				Medical Ins Employer Total:		3,610.28
0	11/25/2014	Community Development	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2014 Post Employ	292.38
				MN State Retirement Total:		292.38
0	11/25/2014	Community Development	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.11.2014 MNDCP De	670.00
				MNDCP Def Comp Total:		670.00
0	11/25/2014	Community Development	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2014 Pera Employ	1,963.24
				PERA Employee Ded Total:		1,963.24
0	11/25/2014	Community Development	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera Employ	1,963.24
0	11/25/2014	Community Development	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera additio	314.09
				PERA Employer Share Total:		2,277.33
0	11/25/2014	Community Development	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2014 State Incom	1,466.87
				State Income Tax Total:		1,466.87
75982	11/26/2014	Community Development	Telephone	Sprint	Cell Phones	105.64

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
75987	11/26/2014	Community Development	Telephone	T Mobile	Cell Phones-Acct: 876644423	32.79
					Telephone Total:	138.43
					Fund Total:	57,432.29
0	11/25/2014	Contracted Engineering Svcs	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Federal Inco	518.43
					Federal Income Tax Total:	518.43
0	11/25/2014	Contracted Engineering Svcs	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	204.96
0	11/25/2014	Contracted Engineering Svcs	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Er	47.93
					FICA Employee Ded. Total:	252.89
0	11/25/2014	Contracted Engineering Svcs	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Er	47.93
0	11/25/2014	Contracted Engineering Svcs	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	204.96
					FICA Employers Share Total:	252.89
75984	11/26/2014	Contracted Engineering Svcs	Life Ins. Employer	Standard Insurance Company	Life Insurance Premium-Policy 00 13	8.08
					Life Ins. Employer Total:	8.08
75984	11/26/2014	Contracted Engineering Svcs	Long Term Disability	Standard Insurance Company	Life Insurance Premium-Policy 00 13	19.68
					Long Term Disability Total:	19.68
75971	11/26/2014	Contracted Engineering Svcs	Medical Ins Employer	NJPA	Health Insurance Premium-Nov 2014	365.19
					Medical Ins Employer Total:	365.19
0	11/25/2014	Contracted Engineering Svcs	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2014 Post Employ	32.68
					MN State Retirement Total:	32.68
0	11/25/2014	Contracted Engineering Svcs	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2014 Pera Employ	204.25

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					PERA Employee Ded Total:	204.25
0	11/25/2014	Contracted Engineering Svcs	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera Emplo	204.25
0	11/25/2014	Contracted Engineering Svcs	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera additio	32.68
					PERA Employer Share Total:	236.93
0	11/25/2014	Contracted Engineering Svcs	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2014 State Incom	175.00
					State Income Tax Total:	175.00
					Fund Total:	2,066.02
0	11/26/2014	General Fund	211403 - Flex Spend Day Care	[redacted]	Dependent Care Reimbursement	1,846.08
0	11/26/2014	General Fund	211403 - Flex Spend Day Care	[redacted]	Dependent Care Reimbursement	384.62
0	11/26/2014	General Fund	211403 - Flex Spend Day Care	[redacted]	Dependent Care Reimbursement	192.31
					211403 - Flex Spend Day Care Total:	2,423.01
0	11/26/2014	General Fund	Contract Maint. - City Hall	S.O.S. Drain & Sewer Cleaning	High Pressure Water Jetting	343.75
75996	11/26/2014	General Fund	Contract Maint. - City Hall	Village Plumbing, Inc.	Plumbing Service	269.10
					Contract Maint. - City Hall Total:	612.85
0	11/26/2014	General Fund	Contract Maint. - City Garage	Life Safety Systems	Fire System Back-Up Emergency Ser	272.93
75972	11/26/2014	General Fund	Contract Maint. - City Garage	Overhead Door Co of the Northlanc	Door Repair	535.65
0	11/26/2014	General Fund	Contract Maint. - City Garage	Yale Mechanical, LLC	Exhaust Fan Service	182.75
0	11/26/2014	General Fund	Contract Maint. - City Garage	Yale Mechanical, LLC	Boiler Service	354.50
					Contract Maint. - City Garage Total:	1,345.83
75972	11/26/2014	General Fund	Contract Maint. H.V.A.C.	Overhead Door Co of the Northlanc	Door Repair	226.20
					Contract Maint. H.V.A.C. Total:	226.20
75971	11/26/2014	General Fund	Employer Insurance	NJPA	Health Insurance Premium-Nov 2014	885.57
75971	11/26/2014	General Fund	Employer Insurance	NJPA	Health Insurance Premium-Nov 2014	905.57

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Employer Insurance Total:	1,791.14
0	11/25/2014	General Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Federal Inco	31,735.61
					Federal Income Tax Total:	31,735.61
0	11/25/2014	General Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	6,982.35
0	11/25/2014	General Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Er	4,127.75
					FICA Employee Ded. Total:	11,110.10
0	11/25/2014	General Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	6,982.35
0	11/25/2014	General Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Er	4,127.75
					FICA Employers Share Total:	11,110.10
75974	11/26/2014	General Fund	HSA Employee	Premier Bank	PR Batch 00002.11.2014 HSA Emplo	2,090.75
					HSA Employee Total:	2,090.75
0	11/26/2014	General Fund	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00002.11.2014 ICMA Defe	3,633.00
					ICMA Def Comp Total:	3,633.00
75984	11/26/2014	General Fund	Life Ins. Employee	Standard Insurance Company	Life Insurance Premium-Policy 00 13	1,630.47
					Life Ins. Employee Total:	1,630.47
75984	11/26/2014	General Fund	Life Ins. Employer	Standard Insurance Company	Life Insurance Premium-Policy 00 13	674.58
					Life Ins. Employer Total:	674.58
75984	11/26/2014	General Fund	Long Term Disability	Standard Insurance Company	Life Insurance Premium-Policy 00 13	1,407.71
					Long Term Disability Total:	1,407.71
75971	11/26/2014	General Fund	Medical Ins Employee	NJPA	Health Insurance Premium-Nov 2014	6,349.84
75971	11/26/2014	General Fund	Medical Ins Employee	NJPA	Health Insurance Premium-Nov 2014	5,894.34

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Medical Ins Employee Total:	12,244.18
75971	11/26/2014	General Fund	Medical Ins Employer	NJPA	Health Insurance Premium-Nov 2014	39,236.95
					Medical Ins Employer Total:	39,236.95
75968	11/26/2014	General Fund	Memberships & Subscriptions	MAMA	Open Hauling to Consortium Meeting	30.00
75968	11/26/2014	General Fund	Memberships & Subscriptions	MAMA	Open Hauling to Consortium Meeting	30.00
					Memberships & Subscriptions Total:	60.00
0	11/26/2014	General Fund	Minnesota Benefit Ded	MN Benefit Association	PR Batch 00002.11.2014 Minnesota I	726.37
					Minnesota Benefit Ded Total:	726.37
0	11/25/2014	General Fund	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2014 Post Employ	2,859.79
					MN State Retirement Total:	2,859.79
0	11/25/2014	General Fund	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.11.2014 MNDCP De	6,827.44
					MNDCP Def Comp Total:	6,827.44
75991	11/26/2014	General Fund	Op Supplies - City Hall	Trio Supply Company	Cleaning Supplies	79.51
					Op Supplies - City Hall Total:	79.51
75960	11/26/2014	General Fund	Operating Supplies	Compass Minerals	Qty: 780 Tons - Road Salt per MN Sta	3,246.63
0	11/26/2014	General Fund	Operating Supplies	Grainger Inc	Brine Tank	39.00
75964	11/26/2014	General Fund	Operating Supplies	Impressive Print	Envelopes	272.00
75979	11/26/2014	General Fund	Operating Supplies	Specialty Turf & Ag, Inc.	Credit	-250.00
75979	11/26/2014	General Fund	Operating Supplies	Specialty Turf & Ag, Inc.	250 Gallon Shuttle Deposit	2,330.00
					Operating Supplies Total:	5,637.63
0	11/26/2014	General Fund	Operating Supplies City Garage	Tessman Seed Co - St. Paul	Ice Melt	547.50
					Operating Supplies City Garage Total:	547.50
0	11/25/2014	General Fund	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2014 Pera Employ	23,867.99

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					PERA Employee Ded Total:	23,867.99
0	11/25/2014	General Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera Emplo	32,682.89
0	11/25/2014	General Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera additio	987.26
					PERA Employer Share Total:	33,670.15
0	11/26/2014	General Fund	PERA Life Ins. Ded.	NCPERS Life Ins#7258500	PR Batch 00002.11.2014 PERA Life	32.00
					PERA Life Ins. Ded. Total:	32.00
75969	11/26/2014	General Fund	Professional Services	Mn Dept of Labor & Industry	Boiler	10.00
75969	11/26/2014	General Fund	Professional Services	Mn Dept of Labor & Industry	Pressure Vessel	40.00
75985	11/26/2014	General Fund	Professional Services	Sheila Stowell	City Council Meeting Minutes	256.25
75985	11/26/2014	General Fund	Professional Services	Sheila Stowell	Mileage Reimursement	4.87
75985	11/26/2014	General Fund	Professional Services	Sheila Stowell	City Council Meeting Minutes	343.75
75985	11/26/2014	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	4.87
75985	11/26/2014	General Fund	Professional Services	Sheila Stowell	City Council Meeting Minutes	343.75
75985	11/26/2014	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	4.87
75989	11/26/2014	General Fund	Professional Services	Tracker Software, Corp	PubWorks Annual Support & Mainter	290.00
					Professional Services Total:	1,298.36
0	11/25/2014	General Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2014 State Incom	12,969.21
					State Income Tax Total:	12,969.21
75982	11/26/2014	General Fund	Telephone	Sprint	Cell Phones	19.56
75982	11/26/2014	General Fund	Telephone	Sprint	Cell Phones	31.30
75987	11/26/2014	General Fund	Telephone	T Mobile	Cell Phones-Acct: 876644423	50.70
75987	11/26/2014	General Fund	Telephone	T Mobile	Cell Phones-Acct: 876644423	579.60
75987	11/26/2014	General Fund	Telephone	T Mobile	Cell Phones-Acct: 876644423	304.10
75987	11/26/2014	General Fund	Telephone	T Mobile	Cell Phones-Acct: 876644423	458.05
75987	11/26/2014	General Fund	Telephone	T Mobile	Cell Phones-Acct: 771707201	76.89
					Telephone Total:	1,520.20
75981	11/26/2014	General Fund	Training	Spring Lake Park Fire Dept, Inc.	Blue Card Training	250.00
75994	11/26/2014	General Fund	Training	U of M CCE	From Line To Leader Training-Miller	140.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Training Total:	390.00
0	11/26/2014	General Fund	Transportation	Ryan Johnson	Mileage Reimbursement	206.64
					Transportation Total:	206.64
0	11/26/2014	General Fund	Vehicle Supplies	Cushman Motor Co Inc	2014 Blanket PO For Vehicle Repairs	456.59
0	11/26/2014	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	2014 Blanket PO for Vehicle Repairs	299.19
0	11/26/2014	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	2014 Blanket PO for Vehicle Repairs	33.96
0	11/26/2014	General Fund	Vehicle Supplies	Fastenal Company Inc.	2014 Blanket PO For Vehicle Repairs	-21.85
0	11/26/2014	General Fund	Vehicle Supplies	Fastenal Company Inc.	2014 Blanket PO For Vehicle Repairs	69.91
0	11/26/2014	General Fund	Vehicle Supplies	FleetPride Truck & Trailer Parts	2014 Blanket PO for Vehicle Repairs	14.84
0	11/26/2014	General Fund	Vehicle Supplies	FleetPride Truck & Trailer Parts	2014 Blanket PO for Vehicle Repairs	46.57
0	11/26/2014	General Fund	Vehicle Supplies	MES, Inc.	LED Alkaline	115.17
0	11/26/2014	General Fund	Vehicle Supplies	Napa Auto Parts	2014 Blanket PO For Vehicle Repairs	128.78
75986	11/26/2014	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	2014 Blanket PO for Vehicle Repairs	413.36
75986	11/26/2014	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	2014 Blanket PO for Vehicle Repairs	36.17
75986	11/26/2014	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	2014 Blanket PO for Vehicle Repairs-	-413.36
75986	11/26/2014	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	2014 Blanket PO for Vehicle Repairs	353.88
					Vehicle Supplies Total:	1,533.21
					Fund Total:	213,498.48
0	11/25/2014	Golf Course	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Federal Inco	520.65
					Federal Income Tax Total:	520.65
0	11/25/2014	Golf Course	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	366.76
0	11/25/2014	Golf Course	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Er	85.78
					FICA Employee Ded. Total:	452.54
0	11/25/2014	Golf Course	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	366.76
0	11/25/2014	Golf Course	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Er	85.78
					FICA Employers Share Total:	452.54
75974	11/26/2014	Golf Course	HSA Employee	Premier Bank	PR Batch 00002.11.2014 HSA Emplo	76.92

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					HSA Employee Total:	76.92
0	11/26/2014	Golf Course	ICMA Def Comp	ICMA Retirement Trust 457-30022	PR Batch 00002.11.2014 ICMA Defe	50.00
					ICMA Def Comp Total:	50.00
75984	11/26/2014	Golf Course	Life Ins. Employee	Standard Insurance Company	Life Insurance Premium-Policy 00 13	73.48
					Life Ins. Employee Total:	73.48
75984	11/26/2014	Golf Course	Life Ins. Employer	Standard Insurance Company	Life Insurance Premium-Policy 00 13	8.08
					Life Ins. Employer Total:	8.08
75984	11/26/2014	Golf Course	Long Term Disability	Standard Insurance Company	Life Insurance Premium-Policy 00 13	20.52
					Long Term Disability Total:	20.52
75971	11/26/2014	Golf Course	Medical Ins Employee	NJPA	Health Insurance Premium-Nov 2014	717.40
					Medical Ins Employee Total:	717.40
75971	11/26/2014	Golf Course	Medical Ins Employer	NJPA	Health Insurance Premium-Nov 2014	1,374.00
					Medical Ins Employer Total:	1,374.00
0	11/25/2014	Golf Course	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2014 Post Emplo	56.45
					MN State Retirement Total:	56.45
75990	11/26/2014	Golf Course	Operating Supplies	Trade Tools, Inc.	Tamper Bit	24.05
					Operating Supplies Total:	24.05
0	11/25/2014	Golf Course	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2014 Pera Emplo	379.41
					PERA Employee Ded Total:	379.41
0	11/25/2014	Golf Course	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera additio	60.70
0	11/25/2014	Golf Course	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera Emplo	379.41

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					PERA Employer Share Total:	440.11
0	11/25/2014	Golf Course	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2014 State Incom	262.69
					State Income Tax Total:	262.69
75987	11/26/2014	Golf Course	Telephone	T Mobile	Cell Phones-Acct: 876644423	62.98
					Telephone Total:	62.98
					Fund Total:	4,971.82
75903	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Elizabeth Aslesen	Energy Audit	60.00
75904	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Kris Baird	Energy Audit	60.00
75905	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Thomas Barry	Energy Audit	60.00
75906	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Mara Bliss	Energy Audit	60.00
75907	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Carol & Boyd Bowman	Energy Audit	60.00
75908	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Eric Boyles	Energy Audit	60.00
75909	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Michele Brusegard	Energy Audit	60.00
75910	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Eric Christensen	Energy Audit	60.00
75911	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Dianne Conner	Energy Audit	60.00
75912	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Tim Dugan	Energy Audit	60.00
75913	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Eunice Escobar	Energy Audit	60.00
75914	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Andrew Freeman	Energy Audit	60.00
75915	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Kay Gavin	Energy Audit	60.00
75916	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Megan Goedken	Energy Audit	60.00
75917	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Riley Grams	Energy Audit	60.00
75918	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Randy Grant	Energy Audit	60.00
75919	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Nancy Herzog	Energy Audit	60.00
75920	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Jeffrey Hoelscher	Energy Audit	60.00
75921	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Ethel Jass	Energy Audit	60.00
75922	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Tillack Kissoon	Energy Audit	60.00
75923	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Barbara Knutsen	Energy Audit	60.00
75924	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	John Lenard	Energy Audit	60.00
75925	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Ben Malley	Energy Audit	60.00
75926	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Phillip Markel	Energy Audit	60.00
75927	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Chris Marnell	Energy Audit	60.00
75928	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Michael Mitchell	Energy Audit	60.00
75929	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Rita Mix	Energy Audit	60.00
75930	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Frank Partyka	Energy Audit	60.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
75931	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Jill Peterson	Energy Audit	60.00
75932	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Bartt Pierce	Energy Audit	60.00
75933	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Michael Pratt	Energy Audit	60.00
75934	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Kimberley Rodrique	Energy Audit	60.00
75935	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Lisa Sawyer	Energy Audit	60.00
75936	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Beverly Sherwood	Energy Audit	60.00
75937	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Ngo Sing Law	Energy Audit	60.00
75938	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Teresa Stiernagle	Energy Audit	60.00
75939	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Jennifer Swick	Energy Audit	60.00
75940	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Christine Welch	Energy Audit	60.00
75941	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Sherri Welch	Energy Audit	60.00
75942	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	James Westby	Energy Audit	60.00
75943	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Vicki Wright	Energy Audit	60.00
75944	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Judith Zasada	Energy Audit	60.00
75945	11/25/2014	Housing & Redevelopment Agency	Payment to Owners	Carol Zen	Energy Audit	60.00
					Payment to Owners Total:	2,580.00
75985	11/26/2014	Housing & Redevelopment Agency	Professional Services	Sheila Stowell	HRA Meeting Minutes	143.75
75985	11/26/2014	Housing & Redevelopment Agency	Professional Services	Sheila Stowell	Mileage Reimbursement	4.87
					Professional Services Total:	148.62
0	11/26/2014	Housing & Redevelopment Agency	Transportation	Jeanne Kelsey	Mileage Reimbursement	183.12
0	11/26/2014	Housing & Redevelopment Agency	Transportation	Jeanne Kelsey	Parking Reimbursemnt	27.00
					Transportation Total:	210.12
					Fund Total:	2,938.74
75961	11/26/2014	Information Technology	Computer Equipment	Data Q Direct	Domain Names, Unified IP Phone	8,575.00
75961	11/26/2014	Information Technology	Computer Equipment	Data Q Direct	Network Module	4,815.00
75973	11/26/2014	Information Technology	Computer Equipment	Paragon Solutions Group, Inc.	Dome Network Camera Repair	607.44
75973	11/26/2014	Information Technology	Computer Equipment	Paragon Solutions Group, Inc.	Dome Network Camera Repair	719.05
					Computer Equipment Total:	14,716.49
0	11/25/2014	Information Technology	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Federal Inco	3,246.18
					Federal Income Tax Total:	3,246.18

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	11/25/2014	Information Technology	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	1,812.78
0	11/25/2014	Information Technology	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Er	423.94
					FICA Employee Ded. Total:	2,236.72
0	11/25/2014	Information Technology	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Er	423.94
0	11/25/2014	Information Technology	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	1,812.78
					FICA Employers Share Total:	2,236.72
75974	11/26/2014	Information Technology	HSA Employee	Premier Bank	PR Batch 00002.11.2014 HSA Emplo	181.54
					HSA Employee Total:	181.54
0	11/26/2014	Information Technology	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00002.11.2014 ICMA Defe	225.00
					ICMA Def Comp Total:	225.00
75948	11/26/2014	Information Technology	Internet	ARIN	Annual Maintenance	200.00
75958	11/26/2014	Information Technology	Internet	City of Mounds View	Optical Fiber Use Agreement	600.00
75959	11/26/2014	Information Technology	Internet	City of North St. Paul	Billing Interconnects	1,900.00
75959	11/26/2014	Information Technology	Internet	City of North St. Paul	Data Center Interconnects	600.00
75963	11/26/2014	Information Technology	Internet	Hurricane Electric	Transit Service Monthly Fee	500.00
					Internet Total:	3,800.00
75984	11/26/2014	Information Technology	Life Ins. Employee	Standard Insurance Company	Life Insurance Premium-Policy 00 13	51.61
					Life Ins. Employee Total:	51.61
75984	11/26/2014	Information Technology	Life Ins. Employer	Standard Insurance Company	Life Insurance Premium-Policy 00 13	86.86
					Life Ins. Employer Total:	86.86
75984	11/26/2014	Information Technology	Long Term Disability	Standard Insurance Company	Life Insurance Premium-Policy 00 13	175.93
					Long Term Disability Total:	175.93
75971	11/26/2014	Information Technology	Medical Ins Employee	NJPA	Health Insurance Premium-Nov 2014	1,110.08

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Medical Ins Employee Total:	1,110.08
75971	11/26/2014	Information Technology	Medical Ins Employer	NJPA	Health Insurance Premium-Nov 2014	7,112.92
					Medical Ins Employer Total:	7,112.92
0	11/25/2014	Information Technology	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2014 Post Employ	293.79
					MN State Retirement Total:	293.79
0	11/25/2014	Information Technology	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2014 Pera Employ	1,836.28
					PERA Employee Ded Total:	1,836.28
0	11/25/2014	Information Technology	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera Employ	1,836.28
0	11/25/2014	Information Technology	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera additio	293.79
					PERA Employer Share Total:	2,130.07
0	11/25/2014	Information Technology	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2014 State Incom	1,182.35
					State Income Tax Total:	1,182.35
75955	11/26/2014	Information Technology	Telephone	CenturyLink	Telephone	97.89
75987	11/26/2014	Information Technology	Telephone	T Mobile	Cell Phones-Acct: 876644423	578.05
					Telephone Total:	675.94
					Fund Total:	41,298.48
75953	11/26/2014	License Center	Contract Maintenance	Brite-Way Window Cleaning Sv	License Center Window Cleaining	27.15
					Contract Maintenance Total:	27.15
0	11/25/2014	License Center	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Federal Inco	3,102.74
					Federal Income Tax Total:	3,102.74

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	11/25/2014	License Center	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	1,894.98
0	11/25/2014	License Center	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Er	443.18
					FICA Employee Ded. Total:	2,338.16
0	11/25/2014	License Center	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	1,894.98
0	11/25/2014	License Center	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Er	443.18
					FICA Employers Share Total:	2,338.16
75974	11/26/2014	License Center	HSA Employee	Premier Bank	PR Batch 00002.11.2014 HSA Emplo	38.46
					HSA Employee Total:	38.46
75984	11/26/2014	License Center	Life Ins. Employee	Standard Insurance Company	Life Insurance Premium-Policy 00 13	76.50
					Life Ins. Employee Total:	76.50
75984	11/26/2014	License Center	Life Ins. Employer	Standard Insurance Company	Life Insurance Premium-Policy 00 13	72.72
					Life Ins. Employer Total:	72.72
75984	11/26/2014	License Center	Long Term Disability	Standard Insurance Company	Life Insurance Premium-Policy 00 13	122.42
					Long Term Disability Total:	122.42
75971	11/26/2014	License Center	Medical Ins Employee	NJPA	Health Insurance Premium-Nov 2014	2,000.66
					Medical Ins Employee Total:	2,000.66
75971	11/26/2014	License Center	Medical Ins Employer	NJPA	Health Insurance Premium-Nov 2014	6,108.00
					Medical Ins Employer Total:	6,108.00
0	11/26/2014	License Center	Minnesota Benefit Ded	MN Benefit Association	PR Batch 00002.11.2014 Minnesota B	123.84
					Minnesota Benefit Ded Total:	123.84
0	11/25/2014	License Center	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2014 Post Employ	306.71

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					MN State Retirement Total:	306.71
0	11/25/2014	License Center	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.11.2014 MNDCP De	251.42
0	11/25/2014	License Center	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.11.2014 MNDCP De	100.00
					MNDCP Def Comp Total:	351.42
0	11/25/2014	License Center	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2014 Pera Emplo	1,859.17
					PERA Employee Ded Total:	1,859.17
0	11/25/2014	License Center	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera Emplo	1,859.17
0	11/25/2014	License Center	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera additio	297.46
					PERA Employer Share Total:	2,156.63
75978	11/26/2014	License Center	Professional Services	Signarama, Inc.	License Center Window Lettering Ch	53.56
					Professional Services Total:	53.56
0	11/25/2014	License Center	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2014 State Incom	1,358.20
					State Income Tax Total:	1,358.20
					Fund Total:	22,434.50
0	11/26/2014	Municipal Community Band	Operating Supplies	Daniel Kuch	Community Band Supplies Reimburs	44.30
					Operating Supplies Total:	44.30
					Fund Total:	44.30
0	11/26/2014	Municipal Jazz Band	Professional Services	Glen Newton	Big Band Director-Nov 2014	250.00
					Professional Services Total:	250.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Fund Total:	250.00
0	11/25/2014	P & R Contract Mantenance	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Federal Inco	2,179.00
					Federal Income Tax Total:	2,179.00
0	11/25/2014	P & R Contract Mantenance	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	1,237.01
0	11/25/2014	P & R Contract Mantenance	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Er	289.30
					FICA Employee Ded. Total:	1,526.31
0	11/25/2014	P & R Contract Mantenance	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	1,237.01
0	11/25/2014	P & R Contract Mantenance	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Er	289.30
					FICA Employers Share Total:	1,526.31
75974	11/26/2014	P & R Contract Mantenance	HSA Employee	Premier Bank	PR Batch 00002.11.2014 HSA Emplo	213.84
75974	11/26/2014	P & R Contract Mantenance	HSA Employee	Premier Bank	PR Batch 00002.11.2014 HSA WI Em	34.62
					HSA Employee Total:	248.46
75984	11/26/2014	P & R Contract Mantenance	Life Ins. Employee	Standard Insurance Company	Life Insurance Premium-Policy 00 13	52.41
					Life Ins. Employee Total:	52.41
75984	11/26/2014	P & R Contract Mantenance	Life Ins. Employer	Standard Insurance Company	Life Insurance Premium-Policy 00 13	66.66
					Life Ins. Employer Total:	66.66
75984	11/26/2014	P & R Contract Mantenance	Long Term Disability	Standard Insurance Company	Life Insurance Premium-Policy 00 13	115.61
					Long Term Disability Total:	115.61
75971	11/26/2014	P & R Contract Mantenance	Medical Ins Employee	NJPA	Health Insurance Premium-Nov 2014	675.02
					Medical Ins Employee Total:	675.02
75971	11/26/2014	P & R Contract Mantenance	Medical Ins Employer	NJPA	Health Insurance Premium-Nov 2014	4,282.66

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Medical Ins Employer Total:	4,282.66
0	11/25/2014	P & R Contract Mantenance	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2014 Post Emplo	199.12
					MN State Retirement Total:	199.12
0	11/25/2014	P & R Contract Mantenance	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.11.2014 MNDCP De	130.00
					MNDCP Def Comp Total:	130.00
0	11/25/2014	P & R Contract Mantenance	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2014 Pera Emplo	1,273.44
					PERA Employee Ded Total:	1,273.44
0	11/25/2014	P & R Contract Mantenance	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera Emplo	1,273.44
0	11/25/2014	P & R Contract Mantenance	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera additio	203.76
					PERA Employer Share Total:	1,477.20
0	11/25/2014	P & R Contract Mantenance	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2014 State Incom	978.97
					State Income Tax Total:	978.97
75982	11/26/2014	P & R Contract Mantenance	Telephone	Sprint	Cell Phones	31.30
75987	11/26/2014	P & R Contract Mantenance	Telephone	T Mobile	Cell Phones-Acct: 876644423	71.87
					Telephone Total:	103.17
					Fund Total:	14,834.34
0	11/26/2014	Park Renewal 2011	Contractor Payments	Urban Companies	Turf Improvements	98,690.69
					Contractor Payments Total:	98,690.69
0	11/26/2014	Park Renewal 2011	Professional Services	Stantec Consulting Services Inc.	Natural Resources Consulting	15,000.00
0	11/26/2014	Park Renewal 2011	Professional Services	Stantec Consulting Services Inc.	Natural Resources Consulting	5,695.00
0	11/26/2014	Park Renewal 2011	Professional Services	Urban Companies	Turf Improvements	7,125.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Professional Services Total:	27,820.00
					Fund Total:	126,510.69
0	11/25/2014	Police Grants	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Federal Inco	169.89
					Federal Income Tax Total:	169.89
0	11/25/2014	Police Grants	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Er	15.63
					FICA Employee Ded. Total:	15.63
0	11/25/2014	Police Grants	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Er	15.63
					FICA Employers Share Total:	15.63
75974	11/26/2014	Police Grants	HSA Employee	Premier Bank	PR Batch 00002.11.2014 HSA Emplo	34.69
					HSA Employee Total:	34.69
75984	11/26/2014	Police Grants	Life Ins. Employee	Standard Insurance Company	Life Insurance Premium-Policy 00 13	8.30
					Life Ins. Employee Total:	8.30
75984	11/26/2014	Police Grants	Life Ins. Employer	Standard Insurance Company	Life Insurance Premium-Policy 00 13	2.93
					Life Ins. Employer Total:	2.93
75984	11/26/2014	Police Grants	Long Term Disability	Standard Insurance Company	Life Insurance Premium-Policy 00 13	5.64
					Long Term Disability Total:	5.64
75971	11/26/2014	Police Grants	Medical Ins Employee	NJPA	Health Insurance Premium-Nov 2014	4.99
					Medical Ins Employee Total:	4.99
75971	11/26/2014	Police Grants	Medical Ins Employer	NJPA	Health Insurance Premium-Nov 2014	171.51

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Medical Ins Employer Total:	171.51
0	11/25/2014	Police Grants	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2014 Post Employ	11.74
					MN State Retirement Total:	11.74
0	11/25/2014	Police Grants	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.11.2014 MNDCP De	2.48
					MNDCP Def Comp Total:	2.48
0	11/25/2014	Police Grants	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2014 Pera Employ	119.74
					PERA Employee Ded Total:	119.74
0	11/25/2014	Police Grants	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera Employ	179.62
					PERA Employer Share Total:	179.62
0	11/25/2014	Police Grants	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2014 State Incom	57.33
					State Income Tax Total:	57.33
					Fund Total:	800.12
0	11/25/2014	Recreation Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Federal Inco	4,403.22
					Federal Income Tax Total:	4,403.22
75965	11/26/2014	Recreation Fund	Fee program Revenue	Johanna Jessup	AARP Smart Driver Refund	16.50
75965	11/26/2014	Recreation Fund	Fee Program Revenue	Johanna Jessup	AARP Smart Driver Refund	2.00
					Fee Program Revenue Total:	18.50
0	11/25/2014	Recreation Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	3,300.96
0	11/25/2014	Recreation Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Er	771.98
					FICA Employee Ded. Total:	4,072.94

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	11/25/2014	Recreation Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	3,300.96
0	11/25/2014	Recreation Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Er	771.98
					FICA Employers Share Total:	4,072.94
75974	11/26/2014	Recreation Fund	HSA Employee	Premier Bank	PR Batch 00002.11.2014 HSA Emplo	330.19
					HSA Employee Total:	330.19
0	11/26/2014	Recreation Fund	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00002.11.2014 ICMA Defe	525.00
					ICMA Def Comp Total:	525.00
75984	11/26/2014	Recreation Fund	Life Ins. Employee	Standard Insurance Company	Life Insurance Premium-Policy 00 13	138.65
					Life Ins. Employee Total:	138.65
75984	11/26/2014	Recreation Fund	Life Ins. Employer	Standard Insurance Company	Life Insurance Premium-Policy 00 13	96.96
					Life Ins. Employer Total:	96.96
75984	11/26/2014	Recreation Fund	Long Term Disability	Standard Insurance Company	Life Insurance Premium-Policy 00 13	208.07
					Long Term Disability Total:	208.07
75971	11/26/2014	Recreation Fund	Medical Ins Employee	NJPA	Health Insurance Premium-Nov 2014	908.98
					Medical Ins Employee Total:	908.98
75971	11/26/2014	Recreation Fund	Medical Ins Employer	NJPA	Health Insurance Premium-Nov 2014	7,801.46
					Medical Ins Employer Total:	7,801.46
0	11/26/2014	Recreation Fund	Minnesota Benefit Ded	MN Benefit Association	PR Batch 00002.11.2014 Minnesota I	427.57
					Minnesota Benefit Ded Total:	427.57
0	11/25/2014	Recreation Fund	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2014 Post Employ	404.07
					MN State Retirement Total:	404.07

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	11/25/2014	Recreation Fund	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.11.2014 MNDCP De	1,270.00
					MNDCP Def Comp Total:	1,270.00
0	11/25/2014	Recreation Fund	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2014 Pera Emplo	2,919.24
					PERA Employee Ded Total:	2,919.24
0	11/25/2014	Recreation Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera Emplo	2,919.24
0	11/25/2014	Recreation Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera additio	467.11
					PERA Employer Share Total:	3,386.35
75946	11/26/2014	Recreation Fund	Professional Services	AARP	AARP Driving Class	290.00
75949	11/26/2014	Recreation Fund	Professional Services	Art Spark	Art Camps	1,719.00
75957	11/26/2014	Recreation Fund	Professional Services	Champion Youth	Self Defense Instruction	1,656.00
75967	11/26/2014	Recreation Fund	Professional Services	Jessica Lee	Music Classes	1,918.00
75970	11/26/2014	Recreation Fund	Professional Services	Bob Nielsen	Big Band Loading/Unloading	40.00
					Professional Services Total:	5,623.00
0	11/25/2014	Recreation Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2014 State Incom	1,888.65
					State Income Tax Total:	1,888.65
75982	11/26/2014	Recreation Fund	Telephone	Sprint	Cell Phones	78.25
75987	11/26/2014	Recreation Fund	Telephone	T Mobile	Cell Phones-Acct: 876644423	595.43
					Telephone Total:	673.68
					Fund Total:	39,169.47
75951	11/26/2014	Sanitary Sewer	Accounts Payable	NANCY BERGET	Refund Check	17.65
75966	11/26/2014	Sanitary Sewer	Accounts Payable	FRANCIS KUCERA	Refund Check	6.25
					Accounts Payable Total:	23.90
75962	11/26/2014	Sanitary Sewer	Computer Equipment	Hewlett-Packard Company	Computer Supplies	1,309.96

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Computer Equipment Total:	1,309.96
0	11/25/2014	Sanitary Sewer	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Federal Inco	1,062.00
					Federal Income Tax Total:	1,062.00
0	11/25/2014	Sanitary Sewer	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	725.93
0	11/25/2014	Sanitary Sewer	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Er	169.77
					FICA Employee Ded. Total:	895.70
0	11/25/2014	Sanitary Sewer	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	725.93
0	11/25/2014	Sanitary Sewer	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Er	169.77
					FICA Employers Share Total:	895.70
0	11/26/2014	Sanitary Sewer	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00002.11.2014 ICMA Defe	34.99
					ICMA Def Comp Total:	34.99
75984	11/26/2014	Sanitary Sewer	Life Ins. Employee	Standard Insurance Company	Life Insurance Premium-Policy 00 13	28.18
75984	11/26/2014	Sanitary Sewer	Life Ins. Employee	Standard Insurance Company	Life Insurance Premium-Policy 00 13	6.48
					Life Ins. Employee Total:	34.66
75984	11/26/2014	Sanitary Sewer	Life Ins. Employer	Standard Insurance Company	Life Insurance Premium-Policy 00 13	38.42
					Life Ins. Employer Total:	38.42
75984	11/26/2014	Sanitary Sewer	Long Term Disability	Standard Insurance Company	Life Insurance Premium-Policy 00 13	70.83
					Long Term Disability Total:	70.83
75971	11/26/2014	Sanitary Sewer	Medical Ins Employee	NJPA	Health Insurance Premium-Nov 2014	1,119.99
					Medical Ins Employee Total:	1,119.99
75971	11/26/2014	Sanitary Sewer	Medical Ins Employer	NJPA	Health Insurance Premium-Nov 2014	2,439.59

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Medical Ins Employer Total:	2,439.59
0	11/26/2014	Sanitary Sewer	Minnesota Benefit Ded	MN Benefit Association	PR Batch 00002.11.2014 Minnesota I	15.17
					Minnesota Benefit Ded Total:	15.17
0	11/25/2014	Sanitary Sewer	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2014 Post Employ	120.82
					MN State Retirement Total:	120.82
0	11/25/2014	Sanitary Sewer	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.11.2014 MNDCP De	101.59
					MNDCP Def Comp Total:	101.59
0	11/26/2014	Sanitary Sewer	Operating Supplies	General Industrial Supply Co.	Black Frame Gray Lens	46.32
					Operating Supplies Total:	46.32
0	11/25/2014	Sanitary Sewer	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2014 Pera Employ	754.98
					PERA Employee Ded Total:	754.98
0	11/25/2014	Sanitary Sewer	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera additio	120.82
0	11/25/2014	Sanitary Sewer	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera Employ	754.98
					PERA Employer Share Total:	875.80
0	11/26/2014	Sanitary Sewer	Professional Services	Foth Infrastructure & Environmenta	Sanitary & Stormwater Lift Station	4,700.00
					Professional Services Total:	4,700.00
0	11/25/2014	Sanitary Sewer	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2014 State Incom	472.45
					State Income Tax Total:	472.45
75987	11/26/2014	Sanitary Sewer	Telephone	T Mobile	Cell Phones-Acct: 771707201	79.98
					Telephone Total:	79.98

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Fund Total:	15,092.85
0	11/25/2014	Solid Waste Recycle	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Federal Inco	90.07
					Federal Income Tax Total:	90.07
0	11/25/2014	Solid Waste Recycle	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	50.72
0	11/25/2014	Solid Waste Recycle	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Er	11.86
					FICA Employee Ded. Total:	62.58
0	11/25/2014	Solid Waste Recycle	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	50.72
0	11/25/2014	Solid Waste Recycle	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Er	11.86
					FICA Employers Share Total:	62.58
75984	11/26/2014	Solid Waste Recycle	Life Ins. Employer	Standard Insurance Company	Life Insurance Premium-Policy 00 13	2.43
					Life Ins. Employer Total:	2.43
75984	11/26/2014	Solid Waste Recycle	Long Term Disability	Standard Insurance Company	Life Insurance Premium-Policy 00 13	5.28
					Long Term Disability Total:	5.28
75971	11/26/2014	Solid Waste Recycle	Medical Ins Employer	NJPA	Health Insurance Premium-Nov 2014	109.56
					Medical Ins Employer Total:	109.56
0	11/25/2014	Solid Waste Recycle	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2014 Post Employ	8.04
					MN State Retirement Total:	8.04
0	11/25/2014	Solid Waste Recycle	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2014 Pera Employ	50.31
					PERA Employee Ded Total:	50.31
0	11/25/2014	Solid Waste Recycle	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera Employ	50.31
0	11/25/2014	Solid Waste Recycle	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera additio	8.04

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					PERA Employer Share Total:	58.35
0	11/25/2014	Solid Waste Recycle	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2014 State Incom	41.83
					State Income Tax Total:	41.83
					Fund Total:	491.03
0	11/25/2014	Storm Drainage	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Federal Inco	1,321.77
					Federal Income Tax Total:	1,321.77
0	11/25/2014	Storm Drainage	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	843.17
0	11/25/2014	Storm Drainage	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Em	197.18
					FICA Employee Ded. Total:	1,040.35
0	11/25/2014	Storm Drainage	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	843.17
0	11/25/2014	Storm Drainage	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Em	197.18
					FICA Employers Share Total:	1,040.35
75984	11/26/2014	Storm Drainage	Life Ins. Employee	Standard Insurance Company	Life Insurance Premium-Policy 00 13	13.50
					Life Ins. Employee Total:	13.50
75984	11/26/2014	Storm Drainage	Life Ins. Employer	Standard Insurance Company	Life Insurance Premium-Policy 00 13	39.31
					Life Ins. Employer Total:	39.31
75984	11/26/2014	Storm Drainage	Long Term Disability	Standard Insurance Company	Life Insurance Premium-Policy 00 13	63.62
					Long Term Disability Total:	63.62
75971	11/26/2014	Storm Drainage	Medical Ins Employer	NJPA	Health Insurance Premium-Nov 2014	255.63
					Medical Ins Employer Total:	255.63

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	11/25/2014	Storm Drainage	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2014 Post Emplo	125.52
					MN State Retirement Total:	125.52
0	11/25/2014	Storm Drainage	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.11.2014 MNDCP De	10.00
					MNDCP Def Comp Total:	10.00
0	11/26/2014	Storm Drainage	Operating Supplies	Fastenal Company Inc.	Supplies	6.88
0	11/26/2014	Storm Drainage	Operating Supplies	Fastenal Company Inc.	Gloves for Leaf PickUp	173.70
					Operating Supplies Total:	180.58
0	11/25/2014	Storm Drainage	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2014 Pera Emplo	784.36
					PERA Employee Ded Total:	784.36
0	11/25/2014	Storm Drainage	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera additio	125.52
0	11/25/2014	Storm Drainage	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera Emplo	784.36
					PERA Employer Share Total:	909.88
75964	11/26/2014	Storm Drainage	Printing	Impressive Print	Leaf Program Postcards	1,745.00
					Printing Total:	1,745.00
75983	11/26/2014	Storm Drainage	Professional Services	St. Paul Staffing	Seasonal Labor for 2014 Leaf Pickup	2,203.20
					Professional Services Total:	2,203.20
0	11/25/2014	Storm Drainage	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2014 State Incom	618.38
					State Income Tax Total:	618.38
					Fund Total:	10,351.45
75952	11/26/2014	T.I.F. District # 13	Professional Services	Briggs and Morgan, P.A.	TIF Services	1,375.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Professional Services Total:	1,375.00
					Fund Total:	1,375.00
75952	11/26/2014	T.I.F. District #12 (Arona)	Professional Services	Briggs and Morgan, P.A.	TIF Services	1,375.00
					Professional Services Total:	1,375.00
					Fund Total:	1,375.00
0	11/25/2014	Telecommunications	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Federal Inco	475.31
					Federal Income Tax Total:	475.31
0	11/25/2014	Telecommunications	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	401.31
0	11/25/2014	Telecommunications	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Er	93.85
					FICA Employee Ded. Total:	495.16
0	11/25/2014	Telecommunications	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Er	93.85
0	11/25/2014	Telecommunications	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	401.31
					FICA Employers Share Total:	495.16
75974	11/26/2014	Telecommunications	HSA Employee	Premier Bank	PR Batch 00002.11.2014 HSA Emplo	8.17
					HSA Employee Total:	8.17
75984	11/26/2014	Telecommunications	Life Ins. Employee	Standard Insurance Company	Life Insurance Premium-Policy 00 13	31.64
					Life Ins. Employee Total:	31.64
75984	11/26/2014	Telecommunications	Life Ins. Employer	Standard Insurance Company	Life Insurance Premium-Policy 00 13	17.84
					Life Ins. Employer Total:	17.84
75984	11/26/2014	Telecommunications	Long Term Disability	Standard Insurance Company	Life Insurance Premium-Policy 00 13	42.57

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Long Term Disability Total:	42.57
75971	11/26/2014	Telecommunications	Medical Ins Employee	NJPA	Health Insurance Premium-Nov 2014	260.15
					Medical Ins Employee Total:	260.15
75971	11/26/2014	Telecommunications	Medical Ins Employer	NJPA	Health Insurance Premium-Nov 2014	742.99
					Medical Ins Employer Total:	742.99
0	11/25/2014	Telecommunications	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2014 Post Employ	65.32
					MN State Retirement Total:	65.32
0	11/25/2014	Telecommunications	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.11.2014 MNDCP De	334.99
					MNDCP Def Comp Total:	334.99
0	11/25/2014	Telecommunications	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2014 Pera Employ	408.18
					PERA Employee Ded Total:	408.18
0	11/25/2014	Telecommunications	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera Employ	408.18
0	11/25/2014	Telecommunications	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera additio	65.32
					PERA Employer Share Total:	473.50
0	11/25/2014	Telecommunications	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2014 State Incom	219.46
					State Income Tax Total:	219.46
					Fund Total:	4,070.44
75956	11/26/2014	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink Communications	Telephone	17.69
					PSTN-PRI Access/DID Allocation Total:	17.69

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				Fund Total:		17.69
75952	11/26/2014	TIF #19 Applewood Point II	Professional Services	Briggs and Morgan, P.A.	TIF Note Services	950.00
				Professional Services Total:		950.00
				Fund Total:		950.00
75952	11/26/2014	TIF District #10-Can Am	Professional Services	Briggs and Morgan, P.A.	TIF Services	1,375.00
				Professional Services Total:		1,375.00
				Fund Total:		1,375.00
75952	11/26/2014	TIF District #17-Twin Lakes	Professional Services	Briggs and Morgan, P.A.	TIF Services	1,375.00
0	11/26/2014	TIF District #17-Twin Lakes	Professional Services	SRF Consulting Group, Inc.	I-35 Interchange @ Cleveland Enviro	18,489.84
				Professional Services Total:		19,864.84
				Fund Total:		19,864.84
0	11/26/2014	Water Fund	2014 Mill & Overlay	Jimmys Johnnys, Inc	Portable Toilet for Water Utility	89.50
				2014 Mill & Overlay Total:		89.50
75951	11/26/2014	Water Fund	Accounts Payable	NANCY BERGET	Refund Check	5.54
75954	11/26/2014	Water Fund	Accounts Payable	CENTRAL MORTGAGE COMPA	Refund Check	21.61
75966	11/26/2014	Water Fund	Accounts Payable	FRANCIS KUCERA	Refund Check	28.60
75977	11/26/2014	Water Fund	Accounts Payable	JOHN SEAL	Refund Check	46.17
75980	11/26/2014	Water Fund	Accounts Payable	Jessica Speed	Reissue of Uncashed Check # 72992	21.08
75988	11/26/2014	Water Fund	Accounts Payable	CRAIG & TERESA TAYLOR	Refund Check	420.00
				Accounts Payable Total:		543.00
0	11/25/2014	Water Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Federal Inco	1,389.42

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Federal Income Tax Total:	1,389.42
0	11/25/2014	Water Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	993.36
0	11/25/2014	Water Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Em	232.32
					FICA Employee Ded. Total:	1,225.68
0	11/25/2014	Water Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 FICA Emplo	993.36
0	11/25/2014	Water Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2014 Medicare Em	232.32
					FICA Employers Share Total:	1,225.68
75974	11/26/2014	Water Fund	HSA Employee	Premier Bank	PR Batch 00002.11.2014 HSA Emplo	48.56
					HSA Employee Total:	48.56
75993	11/26/2014	Water Fund	Hydrant Meter Deposits	U of M	Hydrant Meter Refund	1,100.00
75995	11/26/2014	Water Fund	Hydrant Meter Deposits	Van Tassel	Hydrant Meter Refund	700.00
					Hydrant Meter Deposits Total:	1,800.00
0	11/26/2014	Water Fund	ICMA Def Comp	ICMA Retirement Trust 457-30022	PR Batch 00002.11.2014 ICMA Defe	65.01
					ICMA Def Comp Total:	65.01
75984	11/26/2014	Water Fund	Life Ins. Employee	Standard Insurance Company	Life Insurance Premium-Policy 00 13	55.61
					Life Ins. Employee Total:	55.61
75984	11/26/2014	Water Fund	Life Ins. Employer	Standard Insurance Company	Life Insurance Premium-Policy 00 13	48.20
					Life Ins. Employer Total:	48.20
75984	11/26/2014	Water Fund	Long Term Disability	Standard Insurance Company	Life Insurance Premium-Policy 00 13	74.24
					Long Term Disability Total:	74.24
75971	11/26/2014	Water Fund	Medical Ins Employee	NJPA	Health Insurance Premium-Nov 2014	370.85

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Medical Ins Employee Total:	370.85
75971	11/26/2014	Water Fund	Medical Ins Employer	NJPA	Health Insurance Premium-Nov 2014	1,949.09
					Medical Ins Employer Total:	1,949.09
75993	11/26/2014	Water Fund	Miscellaneous Revenue	U of M	Hydrant Meter Refund	-40.00
75995	11/26/2014	Water Fund	Miscellaneous Revenue	Van Tassel	Hydrant Meter Refund	-40.00
					Miscellaneous Revenue Total:	-80.00
0	11/25/2014	Water Fund	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2014 Post Emplo	159.71
					MN State Retirement Total:	159.71
0	11/25/2014	Water Fund	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.11.2014 MNDCP De	162.50
					MNDCP Def Comp Total:	162.50
75950	11/26/2014	Water Fund	Operating Supplies	Barton Sand & Gravel Co.	Gravel	50.00
					Operating Supplies Total:	50.00
0	11/25/2014	Water Fund	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2014 Pera Emplo	998.19
					PERA Employee Ded Total:	998.19
0	11/25/2014	Water Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera additio	159.71
0	11/25/2014	Water Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2014 Pera Emplo	998.19
					PERA Employer Share Total:	1,157.90
75975	11/26/2014	Water Fund	Professional Services	Progressive Consulting Engineers, I	Water System Scoping Study	2,365.00
75992	11/26/2014	Water Fund	Professional Services	Twin City Water Clinic, Inc.	Coliform Bacteria	400.00
					Professional Services Total:	2,765.00
75976	11/26/2014	Water Fund	Rental	Q3 Contracting, Inc.	Barricade, Sign Rental	252.75
75976	11/26/2014	Water Fund	Rental	Q3 Contracting, Inc.	Barricade, Sign Rental	107.35

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Rental Total:	360.10
0	11/25/2014	Water Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2014 State Incom	608.24
					State Income Tax Total:	608.24
75993	11/26/2014	Water Fund	State Sales Tax Payable	U of M	Hydrant Meter Refund	-46.40
75995	11/26/2014	Water Fund	State Sales Tax Payable	Van Tassel	Hydrant Meter Refund	-17.14
					State Sales Tax Payable Total:	-63.54
75987	11/26/2014	Water Fund	Telephone	T Mobile	Cell Phones-Acct: 876644423	986.38
					Telephone Total:	986.38
75993	11/26/2014	Water Fund	Water - Roseville	U of M	Hydrant Meter Refund	-651.20
75995	11/26/2014	Water Fund	Water - Roseville	Van Tassel	Hydrant Meter Refund	-240.50
					Water - Roseville Total:	-891.70
					Fund Total:	15,097.62
					Report Total:	605,149.51

REQUEST FOR COUNCIL ACTION

Date: 12/08/2014
Item No.: 7.b

Department Approval	City Manager Approval

Item Description: Approve 2015 Business and Other Licenses

BACKGROUND

Chapter 301 of the City Code requires all applications for business and other licenses to be submitted to the City Council for approval. The following application(s) is (are) submitted for consideration:

Massage Therapist License
Tammy Fischer
Elements Therapeutic Massage
2100 Snelling Avenue N, Suite 66B
Roseville, MN 55113

Recycling Hauler License
Keith Krupenny & Son Disposal Service, Inc
1214 Hall Avenue
West Saint Paul, MN 55118

Solid Waste Hauler License
GMAN Enterprises, LLC
DBA Garbageman of Roseville
4541 Victor Path Unit #7
Hugo, MN 55038

POLICY OBJECTIVE

Required by City Code

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

Staff has reviewed the applications and has determined that the applicant(s) meet all City requirements. Staff recommends approval of the license(s) pending successful background checks.

REQUESTED COUNCIL ACTION

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

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

The licensing agency will supply it only to the Minnesota Department of Revenue. However, under

ROSEVILLE

Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792–7036

Massage Therapist License

(Please Print Clearly)

■ New License ☐ Renewal

For License Year Ending June 30, 2015

1. Full Legal Name (Please Print) Fischer (Last) Tammy (First) Leigh (Middle)

2. Home Address (Street) (City) (State) (Zip)

3. Telephone ( ) - ■ Cell ☐ Home ☐ Work

4. Date of Birth (mm/dd/yyyy)

5. Driver's License Number State of Issuance

6. Ethnicity:

7. Sex:

8. Email Address

9. Have you ever used or been known by any name other than the legal name given in number 1 above?
■ Yes ☐ No If Yes, List each full name along with dates and places where used.
Tammy Leigh Delich (maiden name) - Minnesota

10. **Name** and **address** of the licensed Massage Therapy Establishment at which you expect to be employed:
Elements Massage 2100 Snelling Ave N Unit 66B Roseville, MN 55113

11. Have you held any previous massage therapist licenses? If yes, in which city were you licensed?
■ Yes Woodbury and Oakdale ☐ No

12. If you answered Yes to number 11 above, were any previous massage therapist licenses revoked, suspended or not renewed?
☐ Yes ■ No ☐ N/A
If yes, explain in detail on a separate page.

By signing below you certify that the above information is correct and authorize the City of Roseville Police Department to run your information for the required background checks.

Signature Tammy Fischer Date 11/26/14

Please print this form and mail or hand-deliver along with a certified copy of a diploma or certificate of graduation from a school of massage therapy including proof of a minimum of 600 hours in successfully completed course work as described in Roseville Ordinance 116, Massage Therapy Establishments.

License Fee is $100.00
Make checks payable to: City of Roseville

ROSEVILLE

Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Recycling Hauler License Application

Fee Due: $125.00 Year 2015 (License will be for January 1 to December 31.)

Business Name Keith Krupenny & Son Disposal Service, Inc.

Business Address 1214 Hall Avenue, West St. Paul, MN. 55118

Business Phone #651-457-3680

Contact Person Kay Krupenny Email Address kkdsinc@msn.com

Emergency Contact Information Keith Krupenny - 612-749-1995

If completed license should be mailed somewhere other than the business address, please attach separate sheet.

Recycling services will be provided to (check all that apply):

☐ Residential ☐ Commercial ☐ Multifamily ☐ Industrial

Rolloffs only 98% Demo-construction

Number of vehicles the applicant proposes to use in the collection of recyclables No-Routes Call-in-Service only.

Name and address of companies or materials recovery facility where recyclables will be delivered:

*Newsprint**	*Glass**	*Cans/Plastic**

*Office paper/Boxboard**	*Corrugated Cardboard**	*Other(please specify)*

*Required items for residential and multifamily haulers

I have been provided with a copy of the City of Roseville Curbside Recycling Ordinance and understand that violation of any of the provisions included in the ordinance may result in suspension or revocation of the license.

I have attached a certificate of liability insurance, a certificate indicating Worker Compensation coverage, and the fee of $125.00.

Kay M. Krupenny 10-21-14 Vice Pres.

Date Applicant's Signature Title

KEITH KRUPENNY & SON
DISPOSAL SERVICE, INC.
1214 Hall Avenue • West St. Paul, MN 55118
(651) 457-3680 • Fax (651) 457-1673
kkdsinc@msn.com • www.keithkrupennyrolloff.com
Family Owned & Operated

January 1, 2015

TO: ALL KKDS CUSTOMERS

In 1993 A Waste Management Act, Minnesota Statute 115A.9302 went into effect where we, the hauler, are to disclose to our customers where your waste is being disposed of from January 1, 2015 thru December 31, 2015.

You may be responsible for any liability that results from contamination at a facility where your waste has been deposited. Minnesota believes that its waste management system provides substantially more financial and environmental protection than depositing waste in landfills in other states. Managing your waste in Minnesota may minimize your potential liability.

DEMOLITION
SKB Environmental, Inc.
13425 Courthouse Blvd
Rosemount, MN 55068
(651)438-1500
Permit#: SW-343

MIXED MUNICIPAL SOLID WASTE
RRT Newport
Refuse Derived Fuel Plant
100 Red Rock Road
Newport, MN 55055
(651)768-6600 / Permit#: SW-286

ASBESTOS
SKB Environmental, Inc.
13425 Courthouse Blvd.
Rosemount, MN 55068
(651)438-1500

This MN.STATUTE 115A.9302 can be found at www.revisor.mn.gov/statutes

Please feel free to call if you have any questions.

Sincerely,

Kay M. Krupenny

Kay M. Krupenny
Keith Krupenny & Son Disposal Service, Inc.

ROSEVILLE

Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Solid Waste Hauler License Application

Fee Due: $125.00 Year 2015 (License will be for January 1 to December 31.)

Business Name: 6MAN ENTERPRISES LLC DBA GARBAGEMAN

Business Address: 4541 Victor Path Unit #7 Hugo MN 55038

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

Business Phone: 763-227-5091

Contact Information

Business Matters: Contact Person: DANIEL WESTERHAUS

Email Address: WESLY217@COMCAST.NET

Operational Matters: Contact Person: DANIEL WESTERHAUS

Email Address: WESLY217@COMCAST.NET

Emergency: Contact Name: DANIEL WESTERHAUS

Cell Phone: 763 227 5091

In the event that, while operating in Roseville, a collection vehicle leaks or spills either vehicle fluids or fluids or debris from material collected the company must contact the City within one business day with information regarding the material involved, the amount of material involved and the steps taken by the company to mitigate and remediate damage. This contact does not absolve the company from liability.

The City expects that in the case of a natural or man-made disaster or a public health crisis your company will be able to continue service. Your company should plan for continuity of operations through an emergency operations plan. Does your company have an emergency operations plan? _✓_ Yes ____ No

Your company must notify the City when you activate your emergency operations plan, and inform the City of relevant information regarding provision of collection service under the plan.

Solid waste collection will be provided to (check all that apply):

_✓_ Residential (single family, duplex, triplex, fourplex)

____ Multiple Residential (apartment, condominium, manufactured home park, and townhouse)

____ Commercial/Industrial

Number of vehicles the applicant proposes to use in the collection of solid waste 3

(over)

Name and address of each transfer station, disposal facility and composting facility used for each of the following: (attach additional pages if needed)

Garbage ~~**Construction/Demolition Debris**~~

Advance Disposal, Como Transfer Station 309 Como Ave St. Paul 55103

SKB Environmental, Inc. SKB-Malcolm Transfer Station 630 Malcolm Ave SE Minneapolis MN 55414

Yard Waste/Brush

SKB Environmental, Inc.
SKB-Malcolm Transfer Station
630 Malcolm Ave SE Minneapolis MN 55414

Organics

Include a copy of the disclosure form used to inform customers of the disposal facilities used by the applicant.

Residential Customer Rates

Please include all relevant taxes and fees including surcharges.
These will be published and otherwise made available to residents.

Service	Cost
32 Gallon Service*	23.00 (per month)
64 Gallon Service*	25.00 (per month)
96 Gallon Service*	26.00 (per month)
Walk-up Service*	5.00 (per month)
Additional Garbage*	$2/Bag
Yard Waste*	$2/Bag
Organics	

*These services are required to be offered in Roseville.

I have been provided with a copy of the City of Roseville Solid Waste Collection Ordinance and understand that violation of the provisions included in the ordinance may result in suspension or revocation of the license.

I have attached a certificate of liability insurance, a certificate indicating Worker Compensation coverage, the fee of $125.00, and a copy of the disclosure facility disclosure form.

[signature]
Applicant's Signature

President
Title

11/27/2014
Date

GarbageMan

STATE OF MINNESOTA MSW DISCLOSURE

GarbageMan, A Green Company is committed to providing the best environmentally responsible solutions to its customers and the community. Pursuant to , we hereby disclose the following information:

You may be responsible for any liability that results from contamination at a facility where your waste has been deposited. Minnesota believes that its waste management system provides substantially more financial and environmental protection than depositing waste in landfills in other states. Managing your waste in Minnesota may minimize your potential liability.

Primary Disposal Facility:

Veolia Environmental Services
Como Transfer Station
309 Como Ave
Saint Paul, MN 55103
MPCA Permit #SW-574

Secondary Disposal Facility:

SKB Environmental, Inc.
SKB - Malcolm Transfer Station
630 Malcolm Ave SE
Minneapolis, MN 55414
MPCA Permit #SW-525

Tertiary Disposal Facility:

NSP Newport Resource Recovery
2901 Maxwell Avenue
Newport, MN 55055
MPCA Permit - SW-286

Yard Waste Disposal Facility:

Organic Technologies, Inc
Transfer Facility
3750 Washington Ave N
Minneapolis, MN 55412

Pat Trudgeon

From:	Ryan Johnson
Sent:	Wednesday, December 03, 2014 11:49 AM
To:	Pat Trudgeon
Subject:	FW: St Paul Transfer Station

Pat-

The Advanced Disposal Transfer Station, located at 309 Como Avenue, hauls their collected material to the locations listed below.

Let me know if I can assist with anything else.

Ryan

Ryan Johnson | Environmental Specialist | City of Roseville Public Works | 2660 Civic Center Drive, Roseville MN 55113 | Direct: 651-792-7049 | Main: 651-792-7004 | Fax: 651-792-7040 | ryan.johnson@ci.roseville.mn.us | www.cityofroseville.com

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From: David I. Bahrenburg [mailto:David.Bahrenburg@advanceddisposal.com]
Sent: Wednesday, December 03, 2014 11:44 AM
To: Ryan Johnson
Subject: RE: St Paul Transfer Station

Mr. Johnson,

For MSW Waste, the material is either transferred to RRT in Newport where it is processed, or is sent to Advanced Disposal's Seven Mile Creek landfill in Eau Clair, WI. Where the material comes from and what firm utilizes the facility dictates which tons go where.

All C&D waste is transferred to Advanced Disposal's Rolling Hills landfill in Buffalo, MN.

I hope this helps and please let me know if you have any further questions.

David Bahrenburg | **General Manager**

309 Como Ave | St. Paul | MN 55103
T: 651-287-5290 | **F:** 651-487-8552 | **M:** 651-336-5076 | **E:** David.Bahrenburg@advanceddisposal.com
Connect with us: AdvancedDisposal.com Facebook Youtube

From: Ryan Johnson [mailto:Ryan.Johnson@ci.roseville.mn.us]
Sent: Wednesday, December 03, 2014 11:37 AM

To: David I. Bahrenburg
Subject: St Paul Transfer Station

Hello David-

My name is Ryan Johnson and I work for the City of Roseville. Our refuse haulers annually apply for a license to haul within the city. A firm listed this transfer station as its location where it disposes of its collected materials. I would like to know where this transfer station hauls the materials it receives.

Thanks for your time.
Ryan

Ryan Johnson | Environmental Specialist | City of Roseville Public Works | 2660 Civic Center Drive, Roseville MN 55113 | Direct: 651-792-7049 | Main: 651-792-7004 | Fax: 651-792-7040 | ryan.johnson@ci.roseville.mn.us | www.cityofroseville.com

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ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date:December 8, 2014
Item No.: 7.c

Department Approval | City Manager Approval

Item Description: Approve Resolution Awarding Bid for 2015 Sanitary Sewer Main Lining

BACKGROUND

The majority of the city's sanitary sewer mains were constructed in the late 1950's and early 1960's, utilizing clay tile pipe. Over time the joints have failed allowing root intrusion. The pipe material is also susceptible to cracking and construction damage. The City began the sewer lining program in 2006 to rehabilitate the sewer mains and extend the life of our sanitary sewers by 50 years or more. Lining technology essentially installs a new resin pipe inside the original clay tile sewer main without digging up city streets, which results in minimal disruption to residents during construction. The liner pipe is inserted into the main through existing manholes and cured in place with a heat process. Each segment is typically completed in one working day. Service line connections are reopened using a robotic cutter and remote cameras. During the process, existing flows are bypassed using pumps. This technology also prevents infiltration of groundwater into the main system and can be credited toward our Metropolitan Council Environmental services inflow/ infiltration surcharge.

The 2015 Sanitary Sewer Main Lining Project includes lining for approximately 32,186 lineal feet (6.09 miles) in areas identified as having root intrusion or infiltration problems. A bid alternate was also included, which would add an additional 6,002 lineal feet (1.14 miles) to the project. The following six bids were opened on November 19, 2014:

CONTRACTOR	BID TOTAL A (Segment 1 + Segment 2)	BID TOTAL B (Segment 1 + Segment 2 + Segment 3)
Insituform Technologies USA, LLC	$856,787.00	$974,733.00
Visu-Sewer, Inc.	$944,945.10	$1,082,337.10
Veit & Company, Inc.	$990,518.50	$1,147,067.50
Lametti & Sons, Inc.	$1,025,309.00	$1,168,451.00
Michels Corporation	$1,034,259.50	$1,169,489.00
SAK Construction, LLC	$1,112,886.00	$1,255,780.70

POLICY OBJECTIVE

It is city policy to keep utility infrastructure in good operating condition, utilizing current construction technologies that keep service disruption during construction to a minimum. Based on past practice, the City Council has awarded contracts to the lowest responsible bidder. In this bid solicitation the lowest bidder is Insituform Technologies USA, LLC, of Chesterfield, Missouri.

Staff is studying lining technologies and costs for private laterals and will be working with the

PWET Commission in early 2015 to make recommendations on ownership and lining of the private connections to the city mains. If state bonding funded grants become available in the future years for the private laterals or the public systems it could be considered for this purpose.

FINANCIAL IMPACTS

We received six bids for the 2015 Sanitary Sewer Main Lining Project. The low bid submitted by Insituform Technologies USA, LLC, $856,787.00, is within the budgeted amount for this project. A bid alternate was included in the event bid prices were favorable, allowing for an increase in the project without a change order. The low bid including the alternate totaled $974,733.00. While the bids are favorable, staff does not recommend including the alternate. Since bidding this project, staff has identified some needed sanitary sewer pipe repairs and improvements that cannot be lined. The additional funds that would have been spent for the alternate should be allocated to these repairs. This work is funded by Sanitary Sewer Infrastructure Funds, as well as a grant from the Metropolitan Council Environmental Services (MCES).

REQUESTED COUNCIL ACTION

Motion approving a resolution awarding Bid Total A for the 2015 Sanitary Sewer Main Lining Project in the amount of $856,787.00 to Insituform Technologies USA, LLC, of Chesterfield, Missouri.

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

Attachment A

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

* * * * * * * * * * * * * * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was duly held on the 8th day of December, 2014, at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

RESOLUTION AWARDING BIDS
FOR 2015 SANITARY SEWER MAIN LINING

WHEREAS, pursuant to advertisement for bids for the improvement, according to the plans and specifications thereof on file in the office of the Manager of said City, said bids were received on Wednesday, November 19, 2014, at 11:00 a.m., opened and tabulated according to law and the following bids were received complying with the advertisement:

CONTRACTOR	BID TOTAL A (Segment 1 + Segment 2)	BID TOTAL B (Segment 1 + Segment 2 + Segment 3)
Insituform Technologies USA, LLC	$856,787.00	$974,733.00
Visu-Sewer, Inc.	$944,945.10	$1,082,337.10
Veit & Company, Inc.	$990,518.50	$1,147,067.50
Lametti & Sons, Inc.	$1,025,309.00	$1,168,451.00
Michels Corporation	$1,034,259.50	$1,169,489.00
SAK Construction, LLC	$1,112,886.00	$1,255,780.70

WHEREAS, it appears that Insituform Technologies USA, LLC, of Chesterfield, Missouri, is the lowest responsible bidder at the tabulated price of $856,787.00, and

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

1. The Mayor and City Manager are hereby authorized and directed to enter into a contract with Insituform Technologies USA, LLC for $856,787.00 in the name of the City of Roseville for the above improvements according to the plans and specifications thereof heretofore approved by the City Council and on file in the office of the City Manager.

2. The City Manager is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids except the deposits of the successful bidder and the next lowest bidder shall be retained until contracts have been signed.

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

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

WHEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 8th day of December, 2014, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 8th day of December, 2014.

____
Patrick Trudgeon, City Manager

(SEAL)

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 12/08/2014
Item No.: 7.d

Department Approval

City Manager Approval

Item Description: Consider Not Waiving Statutory Liability Limits for 2015

BACKGROUND

Minnesota Statute 466.04 states that liability of any municipality on any one claimant shall not exceed $500,000 when the claim is for death, wrongful act, or omission; and shall not pay more than $1,500,000 for claims arising out of a single occurrence.

State Statute provides municipalities the opportunity to waive the individual statutory limit. By waiving the statutory limit, there is no limit on the settlement a claimant(s) may receive. The City's Liability Insurance provider requires a formal action by the City Council designating their intentions.

POLICY OBJECTIVE

Not applicable.

FINANCIAL IMPACTS

Waiving the statutory limits would create greater risk and carry the potential for higher insurance payouts on claims brought against the City.

STAFF RECOMMENDATION

Staff recommends the Council <u>NOT</u> waive the Statutory Liability Limits for 2015.

REQUESTED COUNCIL ACTION

Motion to <u>NOT</u> waive the Statutory Liability Limits for 2015.

Prepared by: Chris Miller, Finance Director
Attachments: A: N/A

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 12/08/14
Item No.: 7.e

Department Approval

City Manager Approval

Item Description: Consider Approving a 3-Year Audit Services Agreement with Kern DeWenter Viere (KDV)

BACKGROUND

State Statute requires all municipalities to obtain an independent annual financial audit. The current 3-Year Audit Services agreement expired at the conclusion of the most recent audit and the City needs to secure a new Agreement for the upcoming audit slated to begin next month.

Under the guidelines of the City's Professional Services Policy, new contracts are generally awarded after completion of a competitive selection process. However, the guidelines also specify that this requirement can be waived by the City Council if circumstances warrant.

City Staff conducted a competitive process in 2011 and received 5 bids that ranged from $93,180 to $114,200 over the 3-year period. The CPA Firm of Kern DeWenter Viere (KDV) had the lowest bid and was awarded the contract. KDV has submitted a proposal to renew their audit services contract for another 3-year period with a 2.8% cost inflator over the 2014 amount.

Based on historical bidding experience, the current bid environment for audit services, and the proposal offered by KDV; City Staff believes that the costs associated with undertaking a competitive bid process will exceed any potential savings we might derive by *not* accepting KDV's proposal. Over the past 10-15 years, KDV has consistently demonstrated that they are the lowest cost service provider while adhering to State and Federal auditing requirements and industry-recommended auditing standards.

Over the past 3 years, City Staff has had no disagreements with KDV's audit process or findings, professional conduct, or quality of work. Staff is comfortable continuing the audit services relationship with KDV for another 3 years. As a result, Staff recommends the Council forgo a competitive bidding process and renew the contract with KDV for another 3-year period.

POLICY OBJECTIVE

A 3-year term for audit services is consistent with the City's Professional Services Policy.

FINANCIAL IMPACTS

As proposed, the 3-year audit services agreement with KDV calls for a fee of $32,600 in 2014, $33,500 for 2015, and $34,500 for 2016. The 2015 Budget can accommodate the proposed fee.

STAFF RECOMMENDATION

Staff recommends the Council authorize City Staff to approve a new 3-year agreement with the CPA firm of KDV as submitted.

REQUESTED COUNCIL ACTION

Motion to authorize City Staff to approve a 3-year agreement for audit services with KDV.

Prepared by: Chris Miller, Finance Director
Attachments: A: Audit Services Proposal from KDV

Attachment A

KDV

November 20, 2014

Honorable Mayor and Members of the City Council
c/o Mr. Chris Miller, Finance Director
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

Minneapolis
3800 American Blvd W.
Suite 1000
Minneapolis, MN 55431
T (952) 563 6800
F (952) 563 6801

St. Cloud
220 Park Ave S.
St. Cloud, MN 56301
T (320) 251 7010
F (320) 251 1784

Honorable Mayor, Members of the City Council, and Mr. Miller:

Thank you for the invitation to extend our agreement to provide audit services to the City for the next three years. We propose continuing services at the following rates with the anticipation the City will continue to draft its own Comprehensive Annual Financial Report.

Year Ending December 31, 2014	$32,600
Year Ending December 31, 2015	$33,500
Year Ending December 31, 2016	$34,500

If during these years the City expends more than $500,000 in Federal monies, a Single Audit in accordance with the provisions of OMB Circular A133 would be required. We would negotiate a separate fee with the City for this compliance audit based on the amount of activity involved.

Thank you again for the opportunity to continue to serve the City of Roseville. If this quote meets your needs please sign below and return in the enclosed envelope. We will provide an engagement letter at the time of the audit.

Sincerely,

Matthew L. Mayer, CPA

The City of Roseville accepts the quotes above for audit service for the years ending December 31, 2014 through 2016

____
Signature

____
Title

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: December 8, 2014
Item No.: 7.f

Department Approval | City Manager Approval

Timothy O'Neill

Item Description: Approve Fire Department & Northeast Metro Intermediate District 916 Medical Training Program Agreement

BACKGROUND

The Fire Department was approached by Northeast Metro Intermediate School District #916 seeking assistance in providing real life education for their Emergency Medical Technician (EMT) students. As part of the EMT program, each student is required to participate in a ride-a-long session with a medical response agency.

Northeast Metro Intermediate School District #916 was impressed with the medial service provided by Roseville Fire and the overall professionalism of the department. They reached out to the department because they felt they could develop a good partnership with Roseville Fire to assist in the training of their future generations of students.

On June 16, 2014 Council requested the Fire Department make changes to the program regarding length of time that students are scheduled, and time of day the students are allowed to ride-a-long.

The students will be scheduled for a 4 to 6 hour period between the hours of 8AM and 9PM, to ride-a-long with the Roseville Fire EMTs. This is coordinated between the lead instructor and Fire administration. The students are allowed to assist with only those medical interventions they are trained to perform, under the guidance and oversight of a Roseville Fire Department member.

All students are required to complete a liability waiver as part of the scheduling process. It is signed by their parents if they are under the age of 18. They are also required to list emergency contact numbers prior to the beginning of their ride-along shift.

An agreement was created, reviewed and approved by the City Attorney. A copy of the agreement is attached.

Financial Impacts

There are no financial impacts associated with this agreement.

Staff Recommendation

Staff recommends Council approve the agreement with Northeast Metro Intermediate District #916 for teaching assistance via a ride-along program for their EMT students.

Requested Council Action

Authorize the Mayor and City Manager to enter into an agreement with Northeast Metro Intermediate District 916 for teaching assistance for their EMT program.

Prepared by: **Timothy O’Neill, Fire Chief**

NORTHEAST METRO INTERMEDIATE DISTRICT 916
CAREER AND TECHNICAL CENTER
MEMORANDUM OF AGREEMENT
BETWEEN
EMERGENCY MEDICAL TECHNICIAN PROGRAM
AND
ROSEVILLE FIRE DEPARTMENT

This agreement is entered into between the Northeast Metro Intermediate district 916, on behalf of Emergency Medical Technician Program (hereinafter "the Training Program") and **Roseville Fire Department** Saint Paul, Minnesota (herein after "the Facility"). The Agreement, and any amendments and supplements thereto, shall be interpreted pursuant to the Laws of the State of Minnesota.

WITNESSETH THAT:
WHEREAS, the Training Program has established an AcuteCare Paramedic Program, Paramedicine Program and/or emergency Medical Technician Program for qualified students preparing for an/or engaging in emergency medical services careers; and

WHEREAS, the Facility has suitable clinical facilities in emergency medical services for the educational needs of the emergency medical series program(s) of the Training Programs; and

WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified emergency medical services personnel; and

WHEREAS, the Training Program and the Facility are desirous of cooperating to furnish a clinical experience program for students of emergency medical series programs enrolled in the Training Program.

NOW, THEREFORE, It Is Mutually Agreed By and Between The Parties:

I. TRAINING PROGRAM RESPONSIBILITIES

A. The Training Program will supervise its students during the clinical experience program at the Facility through preceptors assigned by the Facility. The Training Program will provide its emergency medical services faculty to effectively implement the clinical experience program at the Facility. The Training Program faculty so assigned will hold current paramedic or emergency medical technician certification valid in the State of Minnesota.

B. The Training Program faculty will be responsible for scheduling student clinical experience program hours, reviewing student evaluations written by preceptors, and grading each student. The Training Program faculty will attend the Facility's orientation for clinical experience instructors as deemed necessary by the Training Program and the Facility. Students will not be allowed to observe more than four to six hours in one shift. Students will be allowed to ride along only between the hours of 8AM and 9PM.

C. The Training Program will provide the Facility, at its request, with objectives for the clinical experience program. Implementation of those objectives will be accomplished by the Training Program in cooperation with the Facility's designated representative.

D. The Training Program will provide the Facility with a list of students who are participating in the clinical experience program, the units within the Facility where they are assigned, and the dates of each student's participation in the program.

E. The Training Program will inform its faculty and students of the Facility's policies and regulations which relate to the clinical experience program at the Facility.

F. The Training Program has obtained and shall maintain liability insurance as required under Minnesota Statutes Chapter 466. Copies of all certificates of insurance shall be provided to the Facility prior to participation by any faculty or student.

G. The Training Program will maintain a record of students' health examinations and current immunizations and shall obtain student permission to submit data regarding their health status to the Facility.

H.   The Training Program agrees that the students and instructors who are not otherwise employees of the Facility do not become employees of the Facility by reason of this agreement. Students and instructors who are not otherwise employees of the Facility are not entitled to any benefits or compensation from the Facility which may be due the employees of the Facility.

II. FACILITY RESPONSIBILITIES

A. The Facility will have current licensure by the Minnesota Emergency Medical Services Regulatory Board.

B. The Facility is responsible for the safety and quality of care provided to its patients by the students who are participating in the clinical experience program at the Facility.

C. The Facility will provide the Training Program with a copy of its policies and regulations which are related to the clinical experience program.

D. The Facility will permit the Training Program faculty and students to use its patient care and patient service facilities for clinical instruction according to a mutually approved plan.

E. The Facility will allow a reasonable account of Facility staff time for orientation and joint conferences with Training Program faculty, for planning with Training Program faculty, and for such other assistance as shall be mutually agreeable.

F. The Training Program faculty and students participating in the clinical experience program will be permitted to use Facility's Education Resource Area in accordance with the Facility's policies.

G. The Facility assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of Training Program faculty and students who are participating in the clinical experience program. The Facility will permit Training Program faculty to use facility parking spaces under the same policies governing Facility personnel.

H. The Facility recognizes that it is the policy of the Training Program to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

III. MUTUAL RESPONSIBILITIES

A. Personnel of the Training Program and the Facility will communicate regarding planning, development, implementation, and evaluation of the clinical experience program. The communication may include but not be limited to:

1. Communication to familiarize Facility personnel with the clinical experience program's philosophy, goals and curriculum;
2. Communication to familiarize the Training Program faculty with the Facility's philosophy, policy and program expectations;
3. Communication to keep both parties and the parties' personnel who are assigned to the clinical experience program informed of changes in philosophy, policies and any new programs which are contemplated;
4. Communication about jointly planning and sponsoring inservice or continuing education program (if appropriate);
5. Communication to identify areas of mutual need or concern; and
6. Communication to seek solutions to any problems which may arise in the clinical experience program.

IV. REQUIREMENTS OF STUDENTS

A. Each student will be required, as a condition for participation in the clinical experience program, to submit the results of a health examination to the Training Program and, if requested, to the Facility, to verify that no health problems exist which would jeopardize student or patient welfare. The health examination shall include an update of required immunizations. The health examination shall include a Mantoux test or chest x-ray and verification of immunity for rubeola and rubella.
A list of those students with positive Mantoux or negative rubeola/rubella results may, at the request of the Facility, be provided to the Facility.

B. Students participating in the clinical experience program are encouraged to carry their own health insurance.

C. Each student must read and execute a Waiver of Claim and Confidentiality Agreement prior to participating in the Training Program, a copy of which is attached hereto as Exhibit A.

D. Students will not be allowed to observe for more than six hours in one shift.

E. Students will be allowed to ride along only between the hours of 8AM and 9PM.

V. EMERGENCY MEDICAL CARE AND INFECTIOUS DISEASE EXPOSURE

A. Any emergency medical care available at the Facility will be available to Training Program students and faculty members. Training Program students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the Training Program. Any charges or expenses attributable to emergency medical care of a Training Program faculty member at either the Facility or the Training program which are not paid by the Training Program will be the responsibility of the Training Program faculty member.

B. Any Training Program student or faculty member who is injured or becomes ill while at the facility shall immediately report the injury or illness to the facility and receive treatment (if available) at the facility as a private patient or obtain other appropriate treatment as he or she chooses. All hospital or other medical costs arising from such training Program student injury or illness shall be the sole responsibility of the student who received the treatment and not the responsibility of the Facility or the Training Program. Any hospital or other medical costs arising from such Training Program faculty member injury or illness shall, if not paid by the Training Program, be the sole responsibility of the Training Program faculty member who receives the treatment and not the responsibility of the Facility or the Training Program.

C. The Facility shall follow, for Training Program faculty and students exposed to an infectious disease at the Facility during the clinical experience program, the same policies and procedures which the Facility follows for its employees.

D. Training Program faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the clinical experience program must report the fact to their Training Program and to the Facility. Before returning to the Facility, such a Training Program faculty member or student must submit proof of recovery to the Training Program or Facility, if requested.

VI. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The Training Program's and Faculty's liability shall be governed by the provisions of the Minnesota Tort claims act, Minnesota Statutes, Section 3.732 et seq., and other applicable law. The Facility's liability, if any, shall be governed by Minnesota Statutes, Chapter 466 and all other applicable laws.

VII. TERM OF AGREEMENT

This Agreement is effective on **January 1, 2014** or when fully executed, and shall remain in effect until **December 31, 2019.**

Agreement may be terminated by either party at any time upon <u>with written notice</u> to the other party. Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.

VIII. FINANCIAL CONSIDERATION

A. The Training Program and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the Training Program or the Facility to the other party, except that, where applicable, the Facility shall pay the tuition and other educational fees of students it places in the clinical experience program.
B. The Facility is not required to reimburse the Training Program faculty or students for any services rendered to the Facility or its patients pursuant to this agreement.

IX. AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

X. ASSIGNMENT

Neither the Training Program nor the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

XI. STATE AUDIT

The books, records, documents, and accounting procedures and practices of the Facility relevant to this Agreement shall be subject to examination by the Training Program and the Legislative Auditor.

XII. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. The

Training Program IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

XIII. GOVERNMENT DATA PRACTICES ACT

All data shall be governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

APPROVED:

1. **FACILITY**
   Greg Peterson
   Battalion Chief & Emergency Manager
   2701 Lexington Avenue North
   Roseville, MN 55113

By (authorized signature)

____

Title Mayor

Date ______________________________

By (authorized signature)

____

Title: City Manager

Date ______________________________

By (authorized signature)

____

Title ______________________________

Date ______________________________

2. **Northeast Metro 916**

By (authorized signature)

____

Title ______________________________

Date ______________________________

By (authorized signature)

____

Title ______________________________

Date ______________________________

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 12/8/2014
Item No.: 7.g

Department Approval | City Manager Approval

Item Description: Consider Approval and Support of Special Legislation Regarding the Composition of the Roseville Fire Relief Association Board of Trustees

BACKGROUND

At the June 13, 2011 Roseville City Council meeting, the council passed a motion authorizing the Fire Department to change future City pension benefits offered for part-time (Paid on Call) firefighters from the Firefighter's Relief Association to PERA Police and Fire.

As a result, there will be not be any new (active) members in the Relief Association. As the demographics change in the Relief Association between the active, deferred and retired, it is our belief that the trustee representation should change accordingly.

On February 10, 2014 the City Council granted the approval for the Roseville Firefighter's Relief Association to approach the State for special legislation allowing additional retirees to be active members of the board.

The Board has worked with the State Legislature to draft the attached proposed bill for special legislation. Senator John Marty and Representative Alice Hausman have agreed to sponsor the proposed bill during the 2015 session. They have requested that the Roseville Firefighters Relief Association receive approval of the proposed bill by the City Council prior to State taking action.

The final step in this process is approval of the revised bylaws by the City Council.

POLICY OBJECTIVE

To provide for member representation on the Relief Association Board of Trustees.

BUDGET IMPLICATIONS

There are no budget implications with these changes.

STAFF RECOMMENDATION

To support the proposed special legislation as written and to approve the Roseville Firefighter's Relief Association to continue working with the State Legislature on the completion of the special legislation.

REQUESTED COUNCIL ACTION

By motion, the Roseville Firefighters Relief Association requests that the City Council indicates its approval and support of the proposed special legislation regarding Fire Relief Association Board membership as attached.

Prepared by: David Breen, President Roseville Firefighter's Relief Association

Attachments: A: Memo regarding the special legislation from the State of Minnesota Legislative Commission on Pensions and Retirement
B: Proposed legislation

State of Minnesota \ LEGISLATIVE COMMISSION ON PENSIONS AND RETIREMENT

TO: Senator John Marty
Representative Alice Hausman
Senator Bev Scalze
Representative Jason Isaacson

FROM: Lawrence A. Martin, Executive Director

RE: Summary of Draft Proposed Special Legislation LCPR14-052 Modifying Roseville Volunteer Firefighters' Relief Association Governance and Administration

DATE: October 2, 2014

Introduction

As requested by Senator Marty and Representative Hausman, I have prepared a revised draft of potential special legislation, Document LCPR14-052, changing the governance and administration of the Roseville Volunteer Firefighters' Relief Association as the relief association phases out of existence. This memorandum summarizes the Roseville Volunteer Firefighters' Relief Association pension issue, summarizes the draft potential special legislation for Roseville, and identifies and discusses the policy issues arising in connection with the draft potential legislation.

Roseville Volunteer Firefighters' Relief Association Pension Issue

Roseville, akin to many Minnesota municipalities, has a wholly or primarily emergency on-call fire department and a volunteer firefighter relief association to provide pension coverage for those emergency on-call firefighters. In Roseville, the volunteer firefighter relief association is one of about two dozen in the state that provides a monthly benefit (i.e., annuity for life) rather than a lump sum benefit. As I understand the situation, Roseville has, with municipal action, begun phasing out its emergency on-call fire department, employing instead part-time firefighters, and its volunteer firefighter relief association, reportedly providing retirement coverage for those part-time firefighters a plan administered by the Public Employees Retirement Association (PERA). The part-time firefighters reportedly have begun organizing a union, represented by American Federation of State, County and Municipal Employees (AFSCME) currently, and are apparently collectively bargaining a contract. The current on-call emergency firefighters believe that they will be converted to part-time firefighters in the near future. If the active membership of the Roseville Volunteer Firefighters' Relief Association is diminished in number in the near term or eliminated, the general statutory provision specifying the governance of the volunteer firefighter relief association (with six members elected by the membership, of which one can be a retired member if the relief association is a monthly benefit plan, and with three municipal officials, of which one is the department fire chief) will no longer adequately function for the relief association.

Summary of Draft Proposed Legislation LCPR14-052

Potential special proposed legislation LCPR14-052 permits the Roseville Volunteer Firefighters' Relief Association, if approved by the Roseville City Council, to utilize one or both of two options for maintaining appropriate governance of the relief association. One option is by increasing the number of retired members to be elected to serve on the relief association board of trustees to three immediately, to four when the relief association active membership drops below 26, to five when the relief association active membership drops below 11, and to six when there no longer is any association active membership. Another option is by permitting the Roseville Volunteer Firefighters' Relief Association board of trustees, with city council approval, to transfer the relief association administration to the board of directors and executive director of the Public Employees Retirement Association (PERA). Additionally, the disposition of the Roseville Volunteer Firefighters' Relief Association assets upon the death of the last retiree and the last beneficiary is specified as the deposit of the remaining assets in the Roseville city treasury.

Discussion and Analysis

Document LCPR14-052 provides the City of Roseville and the Roseville Volunteer Firefighters' Relief Association with two options in providing for the administration of pension coverage for the remaining active and retired members of the relief association, either by increasing the number of permitted retired board members as the active membership of the relief association declines or by permitting the transfer of plan administration to the Public Employees Retirement Association (PERA) and, in either event, clarifies the disposition of plan assets as an asset of the Roseville city treasury upon the payment of the last annuity or benefit payment from the relief association.

If introduced during the 2015 Legislative Session and heard by the Legislative Commission on Pensions and Retirement, the potential proposed legislation would likely raise several pension and related public policy issues for consideration and potential discussion between members of the Commission, as follows:

1. Likelihood of Local Legislation Approval by City of Roseville. The policy issue is the extent of interest in the potential local legislation by the Roseville mayor, city council, and city administrator and the likelihood that the potential local legislation, if enacted by the Legislature, would be approved by the city. If the City of Roseville does not support the proposed resolution of the administration and governance problem of the Roseville Volunteer Firefighters' Relief Association, the potential proposed local legislation may not be approved locally and consideration of the potential proposed legislation would not be a good expenditure of valuable legislative time and effort by the Commission and subsequent standing committees with pension policy jurisdiction. The City of Roseville has publicly supported efforts by the Roseville Volunteer Firefighters' Relief Association to seek a legislative remedy to its administration and governance issue, but the city has not yet had an opportunity to review the potential proposed legislation. A city council resolution of support of the potential proposed legislation in time for the Commission hearing on any Roseville Volunteer Firefighters' Relief Association bill would resolve this issue.

2. Support for the Potential Proposed Resolution by the Roseville Volunteer Firefighters' Relief Association. The policy issue is whether or not the current board of trustees of the Roseville Volunteer Firefighters' Relief Association is supportive of the potential proposed resolution of the relief association's administration and governance issue. Under the potential proposed legislation, depending on the near-term composition of the active member portion of the relief association, at least one current active member representative on the relief association board of trustees would be replaced by a retired member by operation of the new law in a special election. If most or all of the current active membership of the relief association have their city employment status changed and have their retirement coverage changed from the Roseville Volunteer Firefighters' Relief Association to a plan run by PERA in short order, the number of board members to be replaced in short order before their terms of office have fully run would be greater. Two members of the current Roseville Volunteer Firefighters' Relief Association board have indicated their support for the proposed resolution and have expressed their opinion that the balance of the relief association board would be supportive, but the resolution of this governance and administration issue has been more conceptual than document-driven up to this time. If there is opposition on the Roseville Volunteer Firefighters' Relief Association board to the proposed administration and governance issue resolution, that controversy should be resolved in Roseville rather than in St. Paul during the legislative session.

3. Short-Term and Long-Term Relief Association Phase-Out Issues. The policy issue is whether or not the potential proposed legislation adequately addresses the Roseville Volunteer Firefighters' Relief Association administration and governance issue for both the short term and for the long term. Previously, when Minnesota public pension plans have been placed on a phase-out basis by closure of the membership to new entrants, the closure was done by legislation. The Roseville Volunteer Firefighters' Relief Association closure apparently was accomplished by city action only and the question of the future administration and governance of the Roseville Volunteer Firefighters' Relief Association does not appear to have been addressed. The systematic replacement of active relief association board members by retired members as the phase-out proceeds that was initially proposed by the relief association members will solve the immediate problem of the governance of the relief association, but some additional option for the time when loss of interest, significant change in residence location, or diminished capability in the pool of retired members over time needs to be provided. Current law, Minnesota Statutes, Section 424A.015, Subdivision 3, provides one avenue for a replacement administration structure, by allowing the relief association to purchase annuity contracts from an insurance company licensed to do business in Minnesota to replace the current benefits of retirees that are currently self-insured by the relief association, which if implemented en masse, would substitute the insurance carrier for the current relief association officers. The potential proposed legislation adds, as an option, an additional avenue by permitting a transfer of the administration of the former relief association to the statewide local government employee retirement system, the Public Employees Retirement Association (PERA), with the PERA board and executive director replacing the current relief association structure. The PERA transfer would require city approval before finalization, but could be exercised either in the near term or in the longer term based on the judgment of the Roseville Volunteer Firefighters' Relief Association board of trustees. The potential proposed legislation, building on the current annuitization statutory authority provides options for the proper management of the affairs of the relief association without disruption unless the relief association board is not vigilant in monitoring the quality and capability of its members.

4. Appropriateness of Remaining Relief Association Assets Disposition Designation. The policy issue is the appropriateness of specifying the disposition of any assets of the Roseville Volunteer Firefighters' Relief Association remaining when the last service pension or survivor benefit has been paid. Minnesota public pension laws generally presume that, once created or established, the retirement plan continues indefinitely into the future, with no provision governing the winding up of a retirement plan usually included in the governing legislation applicable to any Minnesota public pension plan. When a retirement plan is placed on phase-out basis, the enactment closing the plan to new active members usually includes a provision governing the disposition of any plan assets remaining upon the last pension benefit payment. The usual recipient of the remaining assets is the governmental entity served or principally served by the retirement plan. The potential proposed legislation follows that pattern.

5. Precedent for Potential Proposed Legislation. The policy issue is whether precedent exists for the potential proposed administration and governance legislation applicable to the Roseville Volunteer Firefighters' Relief Association and whether the Roseville Volunteer Firefighters' Relief Association potential proposed legislation will constitute a problematic precedent for other Minnesota public pension plans. There are past precedents of the various parts of the potential proposed Roseville Volunteer Firefighters' Relief Association legislation, as follows:

   a. Increase in Retiree Representation on Relief Association Board. For the Minneapolis Police Relief Association, phasing out since 1980, as active members declined in number, Laws 1983, Chapter 88, Sections 1, 2, and 5;

   b. Transfer of Plan Administration to PERA. Local police and paid fire relief association law, applicable to 48 local public safety plans and utilized by 44 plans, Laws 1987, Chapter 296; the creation of the Statewide Lump-Sum Volunteer Firefighter Retirement Plan, administered by PERA and intended as a mechanism for administering some portion of the state's numerous volunteer firefighter relief associations electing to change administration under Laws 2009, Chapter 169, Article 9; and the Minneapolis Employees Retirement Fund administrative consolidation into PERA, Laws 2010, Chapter 359, Article 11; and

   c. Disposition of Phased Out Relief Association Assets upon Final Benefit Payment. Local police and paid fire relief association phase-out asset disposition specified in Laws 1980, Chapter 607, Article 15, Section 4, Subdivision 2, Paragraph (3).

   The Roseville Volunteer Firefighters' Relief Association potential proposed legislation applies the prior precedents to a set of problems that another municipality and its pension plan would face if a phase-out were implemented and consequently is unlikely to constitute an adverse precedent for other pension plans. The Spring Lake Park-Blaine-Mounds View Volunteer Firefighter Relief Association, another monthly benefit volunteer firefighter relief association, is currently in the early stages of considering a mechanism to transfer the administration of its retirement plan to PERA, since it is ineligible to utilize the Statewide Lump-Sum Volunteer Firefighter Retirement Plan as a monthly benefit volunteer fire pension plan, and the Roseville Volunteer Firefighters' Relief Association potential proposed legislation would be a precedent for that retirement plan to consider.

Conclusion

I hope that this memorandum and the attached draft potential proposed special legislation adequately respond to your request. If the attached draft does so, it can be forwarded to the Office of the Revisor of Statutes (Attention: Sheree Speer) for final drafting services and the preparation of jacketed bill copies.

If you have any questions about this memo or the draft proposed legislation, or require any modifications in the draft proposed legislation, please contact me at 651-296-2750.

cc: Hannah Pallmeyer, Legislative Assistant, Sen. Marty
Holly Marsh, Legislative Assistant, Sen. Scalze
Jenny Nash, Committee Administrator, Rep. Hausman
Kevin Labenz, Legislative Assistant, Rep. Isaacson
David Breen, President, Roseville VFRA
Jim Bodsgard, Treasurer, Roseville VFRA

A bill for an act
relating to retirement; Roseville Volunteer Firefighters' Relief association; providing for options for the governance and administration of the relief association.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. **ROSEVILLE VOLUNTEER FIREFIGHTERS' RELIEF ASSOCIATION; GOVERNANCE AND ADMINISTRATION.**

Subdivision 1. **Retiree board of trustees representation.** Notwithstanding any provision of Minnesota Statutes, section 424A.04, subdivision 1, to the contrary, if not all service pensions and survivor benefits have been annuitized as provided under Minnesota Statutes, section 424A.015, subdivision 3, and if the relief association is administered by a governing board rather than as provided in subdivision 2, the membership of the board of trustees of the Roseville Volunteer Firefighters' Relief Association, in addition to the chief of the fire department, and one elected Roseville municipal official, and one elected or appointed Roseville municipal official appointed by the Roseville city council, are as follows:

(1) beginning the day following the effective date of this section, three active Roseville firefighters elected from the membership of the relief association and three retired members of the relief association elected from the membership of the relief association;

(2) beginning on the January 1 next following the date on which the number of active Roseville firefighters who are members of the relief association totals 25 or less, two active firefighters elected from the membership of the relief association and four retired members of the relief association elected from the membership of the relief association;

(3) beginning on the January 1 next following the date on which the number of active Roseville firefighters who are members of the relief association totals ten or less, one active firefighters elected from the membership of the relief association and five retired members of the relief association elected from the membership of the relief association; and

(4) beginning on the January 1 next following the date on which there are no active Roseville firefighters who are members of the relief association, six retired members of the relief association elected from the membership of the relief association.

Subd. 2. **Option for administration by the Public Employees Retirement Association.** (a) The Roseville Volunteer Firefighters' Relief Association, by a majority vote of its board of trustees and with the approval of the decision by the Roseville city council, may transfer the administration of the volunteer firefighter relief association to the board of trustees of the Public Employees Retirement Association.

(b) If the transfer decision under paragraph (a) is made and approved, on the next succeeding January 1, the governance and the administration of the Roseville Volunteer Firefighters' Relief Association becomes the responsibility of the board of trustees and the executive director of the Public Employees Retirement Association. The secretary of the Roseville Volunteer Firefighters' Relief Association also shall transfer the records of the relief association to the executive director of the Public Employees Retirement Association. The legal title of the assets of the former Roseville Volunteer Firefighters' Relief Association transfer to the State Board of Investment as of the December 31 preceding the governance and administration transfer, with the beneficial title to the assets remaining with the annuitants and benefit recipients of the relief association, and with the assets invested in the volunteer firefighter account in the Minnesota supplemental investment fund unless the State Board of Investment determines that investment in another account or in a combination of accounts in the Minnesota supplemental investment fund is more appropriate. No increase in the service pension or survivor benefit amount of the former Roseville Volunteer Firefighters' Relief Association may be implemented by the Public Employees Retirement Association without the approval of the city of Roseville made following the receipt of the an actuarial cost estimate for the change prepared by the approved actuary retained by the Public Employees Retirement Association under Minnesota Statutes, section 356.214, and prepared under the applicable provisions of Minnesota Statutes, sections 356.215 and 356.216, and the standards for actuarial work approved by the Legislative Commission on Pensions and Retirement. The actuary retained by the Public Employees Retirement Association shall prepare actuarial valuations under Minnesota Statutes, sections 356.215 and 356.215, for the former Roseville Volunteer Firefighters' Relief Association as of December 31 periodically as required by generally accepted public sector accounting principles. The city of Roseville shall provide the funding requirements of the former relief association disclosed in the most recent actuarial valuation as certified by the executive director of the Public Employees Retirement Association and the funding of the former relief association is governed by Minnesota statutes, section 353.27.

(c) The necessary and reasonable expenses of the Public Employees Retirement Association to administer the former Roseville Volunteer Firefighters' Relief Association must be paid from the assets of the former relief association.

(d) Upon the transfer under this subdivision, the Roseville Volunteer Firefighters' Relief Association ceases as a Minnesota nonprofit corporation, and the Public Employees Retirement Association is the successor in interest to the former Roseville Volunteer Firefighters' Relief Association in the same manner as provided in Minnesota Statutes, section 353G.06, subdivision 3.

(e) Copies of the transfer approval documents must be filed with the secretary of state, with the state auditor, and with the executive director of the Public Employees Retirement Association. The approval and filing of the approval documents must be completed before September 1 in any year.

Subd. 3. **Disposition of remaining assets when obligations are paid.** Whether self-administered or administered by the Public Employees Retirement Association, upon the death of the last benefit recipient and the last potential surviving spouse of the last benefit recipient, the remaining assets of the Roseville Volunteer Firefighters' Relief Association or the former Roseville Volunteer Firefighters' Relief Association cancel to the city treasury of the city of Roseville.

EFFECTIVE DATE; LOCAL APPROVAL. This section is effective the day after the city council of Roseville and its chief clerical officer timely complete their compliance with Minnesota Statutes, section 645.021, subdivisions 2 and 3.

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 12/08/14
Item No.: 7.h

Department Approval

City Manager Approval

Item Description: Consider the Issuance of a Premises Permit for Destination Education a Scholarship Foundation to Conduct Lawful Gambling Activities at 1754 North Lexington Avenue (Ol' Mexico restaurant)

BACKGROUND

The Destination Education a Scholarship Foundation (DESF), a non-profit organization formerly operating under the name of the North Suburban Youth Foundation (NSYF), has submitted an application to conduct lawful gambling activities at the Ol Mexico restaurant located at 1754 N. Lexington Avenue in Roseville.

The NSYF has established a new non-profit (DESF) to coordinate all of their lawful gambling activities. The NSYF intends to transfer all lawful gambling-related assets and activities to DESF, whose mission will remain the same as the NSYF. This request is essentially to acknowledge a formal name change.

Permitting requirements are set forth in City Code Section 304, and State Statute, Chapter 349. Lawful gambling is permitted in the City if the organization meets the following criteria:

a) Is licensed by the State Gambling Control Board
b) Is a tax exempt organization pursuant to 501(c) of the internal revenue code
c) Maintains a business address within the city
d) Complies with all other requirements as set forth in City Code and State Statute

The applicant currently meets all local requirements, although licensing by the State is contingent upon local approval.

POLICY OBJECTIVE

Not applicable.

FINANCIAL IMPACTS

Not applicable.

STAFF RECOMMENDATION

Staff recommends approval.

REQUESTED COUNCIL ACTION

Motion to approve the attached resolution granting a premises permit for Destination Education a Scholarship Foundation.

Prepared by:	Chris Miller, Finance Director
Attachments:	A: Resolution Granting the Premise Permit Application
	B: Premise Permit Application

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

* * * * * * * * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 8h day of December 2014 at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION ______________

RESOLUTION APPROVING A LAWFUL GAMBLING PREMISE PERMIT TO DESTINATION EDUCATION A SCHOLARSHIP FOUNDATION

WHEREAS, the Destination Education a Scholarship Foundation has applied for a lawful gambling premise permit to conduct lawful gambling activities at 1754 N Lexington Ave; and

WHEREAS, the Destination Education a Scholarship Foundation has met the local permit requirements as specified in City Code, Section 304.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Roseville, Minnesota, as follows:

The City of Roseville hereby approves the premise permit application of the Destination Education a Scholarship Foundation to conduct lawful gambling activities at 1754 N Lexington Avenue.

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

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted.

State of Minnesota)
) SS
County of Ramsey)

I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 8th day of December, 2014, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 8th day of December, 2014.

Patrick Trudgeon
City Manager

Seal

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 12/08/14
Item No.: 7.h

Department Approval

City Manager Approval

Item Description: Consider the Issuance of a Premises Permit for Destination Education a Scholarship Foundation to Conduct Lawful Gambling Activities at 1754 North Lexington Avenue (Ol' Mexico restaurant)

BACKGROUND

The Destination Education a Scholarship Foundation (DESF), a non-profit organization formerly operating under the name of the North Suburban Youth Foundation (NSYF), has submitted an application to conduct lawful gambling activities at the Ol Mexico restaurant located at 1754 N. Lexington Avenue in Roseville.

The NSYF has established a new non-profit (DESF) to coordinate all of their lawful gambling activities. The NSYF intends to transfer all lawful gambling-related assets and activities to DESF, whose mission will remain the same as the NSYF. This request is essentially to acknowledge a formal name change.

Permitting requirements are set forth in City Code Section 304, and State Statute, Chapter 349. Lawful gambling is permitted in the City if the organization meets the following criteria:

a) Is licensed by the State Gambling Control Board
b) Is a tax exempt organization pursuant to 501(c) of the internal revenue code
c) Maintains a business address within the city
d) Complies with all other requirements as set forth in City Code and State Statute

The applicant currently meets all local requirements, although licensing by the State is contingent upon local approval.

POLICY OBJECTIVE

Not applicable.

FINANCIAL IMPACTS

Not applicable.

STAFF RECOMMENDATION

Staff recommends approval.

REQUESTED COUNCIL ACTION

Motion to approve the attached resolution granting a premises permit for Destination Education a Scholarship Foundation.

Prepared by:	Chris Miller, Finance Director	
Attachments:	A:	Resolution Granting the Premise Permit Application
	B:	Premise Permit Application

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

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and the following were absent:

Member introduced the following resolution and moved its adoption:

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WHEREAS, the Destination Education a Scholarship Foundation has met the local permit requirements as specified in City Code, Section 304.

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

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted.

State of Minnesota)
) SS
County of Ramsey)

I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 8th day of December, 2014, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 8th day of December, 2014.

____

Patrick Trudgeon
City Manager

Seal

MINNESOTA LAWFUL GAMBLING

LG214 Premises Permit Application

Annual Fee $150 (NON REFUNDABLE)

Required Attachments to LG214

1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity.**
2. $150 annual premises permit fee, for each permit (non refundable). Make check payable to "*State of Minnesota*."

Mail the application and required attachments to:
Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions? Call 651-539-1900 and ask for Licensing.

Organization Information

1. Organization name Destination Education a Scholarship Foundation — License number pending
2. Chief executive officer (CEO) David Kill — Daytime phone (651) 900-4378
3. Gambling manager Monica Leedom — Daytime phone (651) 307-6267

Gambling Premises Information

4. Current name of site where gambling will be conducted Ol Mexico
5. List any previous names for this location
6. Street address where premises is located 1754 N Lexington
   Do not use a P.O. box number or mailing address.
7. City Roseville **OR** Township — County Ramsey — Zip code 55113

8. Does your organization own the building where the gambling will be conducted?
   ☐ Yes ☑ No **If no,** attach LG215 Lease for Lawful Gambling Activity.
   A lease is not required if only a raffle will be conducted.
9. Is any other organization conducting gambling at this site? ☐ Yes ☑ No ☐ Don't know
10. Has your organization previously conducted gambling at this site? ☐ Yes ☑ No ☐ Don't know

Gambling Bank Account Information. Must be in Minnesota.

11. Bank name Community Resource Bank — Bank account number
12. Bank street address 1501 W County Rd C — City Roseville — State MN — Zip code 55113

All Temporary and Permanent Off-site Storage Spaces

Address (Do not use a P.O. box number)	City	State	Zip code
13. 3210 LaBore Road	Vadnais Heights	MN	55110
14. 3250 Rice Street	St. Paul	MN	55126

LG214 Premises Permit Application

Acknowledgment by Local Unit of Government: Approval by Resolution

Local unit of government must sign

CITY APPROVAL
for a gambling premises located within city limits

City name ____________________

Date approved by city council ____________________

Resolution number ____________________

Signature of city personnel

____

Title ____________________ Date signed ____________

COUNTY APPROVAL
for a gambling premises located in a township

County name ____________________

Date approved by county board ____________________

Resolution number ____________________

Signature of county personnel

____

Title ____________________ Date signed ____________

TOWNSHIP NAME ____________________

Complete below only if required by the county.
On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. [A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.]

Print township name ____________________

Signature of township officer ____________________

Title ____________________ Date ____________

Acknowledgment and Oath

1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises.
2. The Board and its agents, and the commissioners of revenue and public safety and their agents are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law.
3. I have read this application and all information submitted to the Board is true, accurate, and complete.
4. All required information has been fully disclosed.
5. I am the chief executive officer of the organization.
6. I assume full responsibility for the fair and lawful operation of all activities to be conducted.
7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them.
8. Any changes in application information will be submitted to the Board no later than 10 days after the change has taken effect.
9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license.
10. I understand the fee is nonrefundable regardless of license approval/denial.

David L. Kill
Signature of Chief Executive Officer (designee may not sign)

9/30/14
Date

Print name David Kill

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

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

MINNESOTA LAWFUL GAMBLING

LG215 Lease for Lawful Gambling Activity

Organization Destination Education a Scholarship Foundation	Address 3250 Rice Street		License/site number Pending		Daytime phone 651-638-4600
Name of leased premises Ol Mexico	Street address 1754 Lexington Avenue	City Roseville	State MN	Zip 55113	Daytime phone 651-487-2847
Name of legal owner Pavlick Holding Co.	Business/street address 780 Goodrich	City St. Paul	State MN	Zip 55105	Daytime phone 651-298-10[illegible]
Name of lessor [If same as legal owner, write in "SAME" same					

Check applicable item:

☑ 1. **New lease. Do not submit existing lease with amended changes.**
01/01/2015 Date that the changes will be effective. Submit changes at least 10 days **before** the effective date of the change.

☐ 2. **New owner.** Effective date ______________ Submit new lease **within** 10 days after new lessor assumes ownership.

Check all activity that will be conducted (No lease required for raffles)

☑ Pull-tabs [paper]
☐ Pull-tabs [paper] with dispensing device
☑ Bar bingo ☐ Bingo
☑ Tipboards
☑ Paddlewheel ☐ Paddlewheel with table

☑ Electronic pull-tabs [must also sell paper pull-tabs]
☑ Linked electronic bingo

Electronic games may only be conducted at:
(1) a premises licensed for the on-sale or off-sale of intoxicating liquor or 3.2 percent malt beverages [but does not include a general food store or drug store permitted to sell alcoholic beverages under Minn. Stat. 340A.405, subdivision 1]; or
(2) a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.

PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT
Separate rent for booth and bar ops.

BOOTH OPERATION - Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.

ALL GAMES, including electronic games - Monthly rent to be paid, ____%, not to exceed **10%** of gross profits for that month.
- Total rent paid from all organizations for only booth operations at the leased premises **may not exceed $1,750.**
- The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.

BAR OPERATION - All sales of gambling equipment conducted by the lessor or lessor's employee.

ELECTRONIC GAMES - Monthly rent to be paid, 15 %, not to exceed **15%** of the gross profits for that month from electronic pull-tab games and electronic linked bingo games.

ALL OTHER GAMES - Monthly rent to be paid, 10 %, not to exceed **20%** of gross profits from all other forms of lawful gambling.
- If any booth sales conducted by a licensed organization at the premises rent may not exceed **10%** of gross profits for that month and is subject to booth operation **$1750** cap.

BINGO RENT for leased premises where bingo is the primary business conducted, such as bingo hall.

Bingo rent is limited to one of the following:
- Rent to be paid, ______ %, not to exceed **10%** of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo.

- OR -
- Rate to be paid $ _______ per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.
  - o Rent may not be paid for bar bingo.
  - o Bar bingo does not include bingo games linked to other permitted premises.

LEASE TERMINATION CLAUSE. Must be completed.

The lease may be terminated by either party with a written 30 day notice.

Other terms ____

LG215 Lease for Lawful Gambling Activity

Lease Term - The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management - The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises.

The organization may not conduct any activity on behalf of the lessor on the leased premises.

Participation as Players Prohibited - The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes 349.181.

Illegal Gambling - The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes 349.18, Subdivision 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H or Minnesota Statutes 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions - The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Gambling Control Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to permitted premises -Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.

Lessor records -The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent all-inclusive - Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

- trash removal
- janitorial and cleaning services
- electricity, heat
- other utilities or services
- snow removal
- lawn services
- storage
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case of bar operations, cash shortages.

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Gambling Control Board. Rent payments may not be made to an individual.

Acknowledgment of Lease Terms

I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

Other terms of the lease

Signature of lessor	Date	Signature of organization official [lessee]	Date
[signature]	11/10/14	[signature]	11/10/14
Print name and title of lessor		Print name and title of lessee	
John Pavlick, Owner		Monica Leedom, Gambling Manager	

Questions? Contact the Licensing Section, Gambling Control Board, at 651-539-1900. This publication will be made available in alternative format (i.e. large print, Braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

Reset Form Print Form

North Suburban Youth Foundation

3250 Rice Street

St. Paul, MN 55126

651-638-4600

December 2, 2014

TO: City of Roseville, MN Gambling Control Board

FROM: R. Robert Matson, Executive Director/CEO

RE: Gambling License #1485 Gambling Site Termination

Effective end of business December 31, 2014 North Suburban Youth Foundation will no longer conduct gambling, in any form, at Ol Mexico, in Roseville.

Destination Education a Scholarship Foundation has signed a lease to begin gambling at Ol Mexico starting January 1, 2015.

This termination is by mutual agreement.

Thank you for accepting this notice.

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 12/08/14
Item No.: 7.i

Department Approval | City Manager Approval

Item Description: Consider Approving IT Shared Service Agreement with the City of Centennial Lakes

BACKGROUND

Minnesota State Statute 471.59 authorizes political subdivisions of the State to enter into joint powers agreements (JPA) or Shared Services Agreements for the joint exercise of powers that are common to each entity. Over the past several months, Centennial Lakes Police (which serves the cities of Lexington, Circle Pines, and Centerville) and the City of Roseville have held on-going discussions in regards to the sharing of IT support services. Specifically, for the deployment of new Police mobile user security procedures for database access to the FBI. Roseville currently provides these same services to 7 other agencies.

The City of Roseville currently employs twelve full-time employees to administer the information systems for the City of Roseville and 34 other municipal and governmental agencies. The proposed Agreement with Centennial Lakes Police is similar to the other agreements in both structure and substance.

The attached Agreement has been approved by Centennial Lakes Police and is awaiting approval from the Roseville City Council.

POLICY OBJECTIVE

Joint cooperative ventures are consistent with past practices as well as the goals and strategies outlined in the Imagine Roseville 2025 process.

FINANCIAL IMPACTS

The proposed Agreement provides non-tax revenues to support City operations. The hourly rates charged to other cities or entities are more than the cost of a City employee; yet substantially lower than could be obtained from private companies – hence the value to other cities is greater. For 2015, it is projected that the services provided to Centennial Lakes Police will include on-going services in the amount of $9,221.69 annually and a one-time setup charge of $7,504.86.

There is no budget impact. The presence of the Agreement along with existing revenue sources is sufficient to fund the City's added personnel, software licensing, and related information systems costs related to the contracted services.

STAFF RECOMMENDATION

Staff recommends the Council approve the attached Shared Service Agreement.

REQUESTED COUNCIL ACTION

Approve the attached Shared Services Agreement with Centennial Lakes Police for the purposes of providing IT support services.

Prepared by: Chris Miller, Finance Director
Attachments: A: IT Shared Service Agreement with Centennial Lakes Police

INFORMATION TECHNOLOGY SHARED SERVICE AGREEMENT

This INFORMATION TECHNOLOGY SHARED SERVICE AGREEMENT (this "Agreement") entered into by and between the City of Roseville, a Minnesota municipal corporation (*"Roseville"),* and Centennial Lakes Police, a Minnesota law enforcement joint powers entity serving the cities of Lexington, Circle Pines and Centerville *("Centennial Lakes Police"),* is effective upon the execution of this Agreement by the named officers of both organizations. Roseville and Centennial Lakes Police are referred to individually as "Party" and collectively as the "Parties" or the "Cities".

WHEREAS: The City of Roseville and Centennial Lakes Police agree to work collaboratively in the areas of Information Technology and related service areas, collectively referred to as "IT", and,

WHEREAS: The purpose of this Agreement is to define the terms and conditions under which services will be defined and provided by Roseville, by and through Roseville's Information Technology Division ("Roseville IT") to Centennial Lakes Police.

NOW, THEREFORE, in consideration of the mutual covenants herein and for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows;

SECTION 1- DEFINITIONS. As used in this Agreement, certain terms shall have the following meanings:

1.1 "Agreement" shall mean the combined terms and conditions of this Agreement and of specific Task Order depending on context.

1.2 "Provider" shall mean the party to this Agreement defined within a Task Order specified as providing the service to the other party.

1.3 "Recipient" shall mean the party to this Agreement defined within a Task Order specified as receiving services from or through the other party.

1.4 "Services" shall generally represent the "Scope of Services" as defined within a Task Order and may represent any combination of labor, whether provided by the Provider's employees or a third party designated by the Provider, use of facilities, equipment, software, or material goods utilized or consumed in providing the Services.

1.5 "Task Order" shall represent the terms and conditions of this Agreement that specify services, products, and other costs incurred by one party that are to be compensated by the other party. Task Order refers to the written specifications for either annually renewable Services or project-based Services that are completed under accomplishment of specified deliverables or other project event. Task Orders are more fully defined in Section 10.

1.6 "Holidays" includes New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, Christmas Eve, Christmas Day, and other days that are consistent with past practices.

1.7 "Service Hours" means, unless otherwise noted, the hours of 8 a.m. to 5 p.m. local time, Monday through Friday, excluding Holidays.

1.8 "Entity" means any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, cooperative, foundation, society, political party, union, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

1.9 "Governmental Body" means any (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction; (b) federal, state, local, municipal or foreign government (including any agency, department, bureau, division, court, or other administrative or judicial body thereof); or (c) governmental or quasi-governmental authority of any nature.

1.10 "Software" means software programs, including supporting documentation and online help facilities. Software includes applications software programs and operating systems software programs.

1.11 "Business Continuity" means the ability to maintain operations/services in the face of a disruptive event.

SECTION 2 - EFFECTIVE DATE

The effective date of this Agreement is September 1, 2014 or the last date of signature by all parties, whichever is later and remains in effect until termination, as set forth in Section 3 of this Agreement.

SECTION 3 - TERMINATION

3.1 Termination for Convenience. Either party may terminate this Agreement or a specific Task Order for convenience, after first providing written notice of the intent to terminate to the other party, one year in advance.

3.2 Termination of Task Order. Each Task Order shall specify the timeline for notice to terminate that Task Order.

3.3 Termination by Mutual Agreement. The parties may terminate this agreement in whole or in part, at any time by mutual agreement.

3.4 Termination of the Agreement shall also terminate any active Task Orders under this Agreement.

3.5 Termination of a Task Order will terminate all Services as defined by the Task Order but does not alter any terms or conditions of any other active Task Order or this Agreement.

3.6 In the event written notice of termination is given by either party, both parties shall work to accomplish a complete transition of services being terminated without interruption of, or adverse impact on, the services enjoyed by either party under this Agreement. The disentanglement process shall begin as soon as possible, but not later than the date of termination. Disentanglements will be defined as a Task Order and both parties, shall in good faith, seek to maintain existing service levels and minimize the disruption of services until the disentanglement is completed. Each party shall bear its cost of disentanglement, unless separately defined within a Task Order, or as may otherwise be agreed by both parties.

3.7 Third-Party Authorizations. Provider shall execute any third-party authorizations necessary to grant the Recipient the use and benefit of any third-party contracts, to the limits allowed by the contracts.

3.8 Licenses to Proprietary Software. Provider shall negotiate to allow the Recipient (after receiving written approval from the Provider) to use, copy, and modify, applications and programs developed by the Provider that would be needed in order to allow the Recipient to continue to perform for itself, unless otherwise prohibited by the software's licensing agreement.

3.9 Delivery of Documentation. Provider shall make reasonable efforts to deliver to the Recipient or its designee, at the Recipient's request, all available documentation and data related to the Recipient, including the Recipient Data held by Provider. Costs incurred will be borne by Recipient.

3.10 Personnel. Should the Recipient decide to reduce or terminate any portion of this Agreement, to the extent that such reduction or termination will displace one or more Provider employees, then it is agreed that the parties will, if feasible transfer personnel from the Provider to the Recipient in order to provide a reasonable opportunity to provide staff continued employment.

SECTION 4 - COORDINATION AND COMMUNICATION

4.1 The Management Committee, composed of a designated representative for Centennial Lakes Police and Roseville shall provide oversight and administer this agreement. Designated representatives are considered authorized representatives of their respective management and shall be empowered with authorities granted to the Management Committee under this Agreement.

4.2 The Management Committee shall meet quarterly (or as otherwise mutually agreed) to review the performance with regard to material aspects, risk management, as well as the effectiveness and value of the Services and Task Order provided between the Provider and the Recipient.

4.3 Agreement Review. The Management Committee will meet annually, to formally review and, to the extent mutually agreed upon by the Parties, update the terms, pricing, conditions and other details of this Agreement and any Task Order so that the on-going business requirements of both Parties are met.

SECTION 5 - DISPUTE RESOLUTION

5.1 In the event of a dispute between Centennial Lakes Police and Roseville regarding the delivery of Services under this Agreement or any related Task Order, the Management Committee shall review disputes and recommend options for resolution to the involved personnel.

5.2 Any dispute not resolved by the Management Committee shall be referred to the Centennial Lakes Police Chief and the Roseville City Manager (collectively "Managers"), or their designated representatives, who shall review the dispute and options for resolution. The resolution of the Managers regarding the dispute shall be final as between the parties and shall be reduced to writing as an addendum to this Agreement.

5.3 Any dispute under Section 5.1 of this Agreement that cannot be resolved by the Managers may be submitted to mediation through the state Bureau of Mediation Services, the cost of which shall be borne equally between the parties.

5.4 In the event either party determines that there has been a breach of the provisions of this Agreement or a related Task Order which cannot be resolved by the Managers, the Agreement or related Task Order may be terminated as described in Section 3.

SECTION 6 - INDEPENDENT CONTRACTOR

A Provider is, and shall at all times be, deemed to be an independent contractor in the provision of the Services set forth in this Agreement. Nothing in this Agreement shall be deemed or construed as creating a joint venture or partnership between the Parties. Neither Party is by virtue of this Agreement authorized as an agent, employee, or legal representative of the other Party, and the relationship of the Parties is, and at all times will continue to be, that of independent contractors. A Provider shall retain all authority and responsibility for the provision of Services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by a Provider pursuant to this Agreement. A Provider shall comply with all relevant Federal, State, and municipal laws, rules, and regulations. Nothing in this Agreement shall make any employee of the Recipient jurisdiction, an employee of a Provider jurisdiction or any employee of a Provider jurisdiction, an employee of the Recipient jurisdictions for any purpose, including but not limited to, withholding of taxes, payment of benefits, workers' compensation benefits, or any other rights or privileges afforded said employees by virtue of their employment.

SECTION 7 - ASSIGNMENT/SUBCONTRACTING

Neither the Recipient nor the Provider shall transfer or assign, in whole or in part, any or all of their respective rights or obligations under this Agreement without the prior written consent of the other.

SECTION 8 - HOLD HARMLESS INDEMNIFICATION

8.1 Each party agrees to indemnify, defend, save and hold harmless the other, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, its negligent acts or omissions under this Agreement. Without limiting the generality of the foregoing, the parties further expressly agree to indemnify, defend, save and hold harmless the other party, its officials, employees, and agents, from and against any and all liability, claims, demands, losses, damage, costs, causes of action, suits or judgments, including attorney fees, costs or expenses incurred in connection therewith, for deaths or injuries to person arising out of, in connection with, or incident to the performance of this Agreement by a Provider, its officials, employees, or agents.

Provided, however, that this provision does not indemnify a Recipient against liability for damages arising out of the Recipient's failure to abide by reasonable industry and user standards and the reasonable requirements provided by a Provider which include, but are not limited to, procedures, guidelines, and security instructions for proper use, user maintenance, and mandatory user security responsibilities.

8.2 Section 8.1 of this Agreement shall include any claim made against a Recipient by an employee of the Provider or subcontractor or agent of the Provider, even if the Provider is thus otherwise immune from liability pursuant to the Minnesota workers' compensation law provided, however, this paragraph does not purport to indemnify the Recipient against the liability for damages arising out of bodily injuries to person caused by, or resulting from, the sole negligence of the Recipient, its elected' officials, officers, employees and agents.

8.3 Section 8.1 of this Agreement shall further include any claim made against either party regarding payment of any taxes other than state sales tax on tangible goods.

8.4 In the event of litigation between the parties to enforce rights under this section, each party shall bear its own attorney's fees and costs.

8.5 Nothing in this Agreement shall constitute a waiver of the statutory limits of liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses.

SECTION 9 - NOTICE

9.1 Notices. Except as otherwise provided, any notices to be given under Section 3 of this Agreement or termination of any Task Order shall be in writing and shall, at a minimum, be delivered electronically or postage prepaid and addressed to:

Centennial Lakes Police	**City of Roseville**
Name: James Coan	Name: Terrence Heiser
Title: Chief of Police	Title: Information Technology Manager
Email: jcoan@clpdmn.com	Email: network.manager@metro-inet.us
Address: 54 North Road Circle Pines, MN 55014	Address: 2660 Civic Center Drive Roseville, MN 55113

9.2 Choice of Law; Consent to Jurisdiction. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Minnesota.

9.3 Force Majeure. Neither Party will be liable for delays or failure to perform Services if due to any cause or conditions beyond its reasonable control, including, but not limited to, delays or failures due to acts of God, natural disasters, acts of civil or military authority, fire, flood, earthquake, strikes, wars, or utility disruptions (shortage of power).

9.4 Entire Agreement; Amendment; Waivers. This Agreement, together with all Exhibits hereto, constitutes the entire agreement between the Parties pertaining to the subject matt.er hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

9.5 Severability. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument and the invalid, illegal or unenforceable provision shall be deemed modified so as to be valid, legal and enforceable to the maximum extent allowed under applicable law.

9.6 Parties Obligated and Benefited. This Agreement will be binding upon the Parties hereto and their respective permitted assigns and successors in interest and will inure solely to the benefit of such Parties and their respective permitted assigns and successors in interest, and no other Person.

SECTION 10 - SERVICES AND TASK ORDERS

10.1 Where Centennial Lakes Police and Roseville exchange Services under this Agreement, such Services will be defined in the form of a Task Order, in writing and signed by the Management Committee.

(a) The intent of this provision is to ensure clear communications and commitment prior to either party taking action or incurring costs on behalf of the other. Both parties will act in good faith to identify requirements, expectations and to adhere to the commitments specified within this Agreement.

(b) Services exchanged or actions taken with the intent of providing Services between Centennial Lakes Police and Roseville without an agreed Task Order will not be covered by the terms of the Agreement and incurred costs will not be reimbursed. The party requesting Services covenants, by way of executing a Task Order pursuant to this Agreement that its requests for Service are within the annual budget for that party.

(c) In cases of emergency, where the urgency of circumstance precludes the practicality of executing a Task Order for a Service not covered by an existing Task Order, the Task Order may be reduced to writing and executed as soon after provision of Services as is practicable. Where the parties cannot agree on the terms of the written Task Order, the parties agree to follow the dispute resolution procedures set forth in Section 5. An emergency may be any unanticipated event or circumstance outside the bounds of existing provisions under any active Task Order that the Management Committee members or the designees of both parties declare as such.

(d) Unless agreed otherwise by both parties, the costs incurred in the planning, preparing and processing of a Task Order by one party will not be charged to the other.

10.2 All Task Orders are subject to the terms and condition of this Agreement.

10.3 All Task Orders must minimally include acceptance by the Management Committee. The Management Committee shall ensure that any additional authorization requirements, with respect to their individual organizations, have been secured prior to initiating or amending the Task Orders.

10.4 Duration of a Task Order shall be defined in the Task Order and may be: a limited time period; concluded upon accomplishment of specified deliverables; or a continuing Service with regular renewal review.

(a) Task Orders may address Services that are of a general or continuous nature that would be reviewed annually, at the same time as the Agreement. Such Task orders may also be terminated in accordance to the terms defined in Section 3.

(b) Alternatively, Task Orders may also be defined in association with a specific Project which would include specific criteria for normal completion (e.g. point-in-time, deliverable acceptance); these too may be terminated in accordance to the terms defined in Section 3.

10.5 Task Orders may not amend this Agreement or its terms and conditions, but shall specify Services, rates, and other aspects of the scope of work for specific Services related to this Agreement. The terms of a Task Order will apply only to the specific Task Order and may not change such terms or conditions relative to the Agreement or other Task Orders.

10.6 Each Task Order will utilize the standardized form. Attached as Exhibit A.

10.7 Provider of Services will track and report status, as may be defined in the Task Order, with regard to:

(a) Performance-related service levels.

(b) Progress towards deliverables.

(c) Billed costs vs. maximum specified annual Task Order budgeted amount.

10.8 If the deliverables specified in a Task Order are not achieved or the Recipient believes it is not receiving acceptable service, the parties shall follow the dispute resolution procedures set forth in Section 5 and for Termination for Breach set forth in Section 5.4.

SECTION 11 - FINANCIAL TERMS AND PAYMENT PROCESS

11.1 Unless agreed otherwise by both parties, the Provider will present invoices to Recipient monthly. Charges for Services will be invoiced no later than thirty (30) days following the period in which Services were delivered, costs incurred and all relevant vendor or supplier invoices have been received, or the project milestone for payment is accomplished.

11.2 Invoices may combine charges from multiple Task Orders, unless otherwise defined for a specific Task Order.

11.3 Invoices shall include:

(a) Total of all charges represented on the invoice.

(b) Itemization by Task Order and as further instructed within the Task Order.

(c) Copies of third-party invoices representing a basis for the invoiced charge.

(d) Any other detail as may be specified within the related Task Order.

11.4 Unless otherwise defined in the Task Order, invoices are due and payable to the Provider within thirty (30) days of receipt of the invoice by the Recipient. An invoice may be disputed within the thirty (30) day period. Any Provider-proposed resolution will restart the thirty (30) day period for payment, without waiving the Recipient's rights to dispute resolution under Section 5.

11.5 Invoiced amounts may be changed upon mutual consent of parties pursuant to Section 10 and each affected Task Order.

11.6 Disputes regarding invoices that cannot be otherwise resolved, the parties agree to follow the dispute resolution procedures set forth in Section 5.

SECTION 12 - PERSONNEL

12.1 Assigned staff. Provider shall designate the personnel to provide services to the Recipient. Recipient reserves the right to review the qualifications of personnel providing services under this Agreement, and to make recommendations regarding placement of such personnel for the benefit of Recipient.

12.2 If the Recipient believes that the performance or conduct of any person employed or retained by the Provider to perform obligations under this Agreement is unsatisfactory for any reason, or is not in compliance with the provision of this Agreement, the Recipient will notify the Provider. The Provider will establish a plan to resolve the issue within a deadline agreeable to the Recipient. If a mutually acceptable solution can not be reached, the parties agree to follow the dispute resolution procedures set forth in Section 5.

12.3 Access to Recipient facilities. The Recipient, depending on requirements of the Task Order, in its sole discretion, may approve any Provider employees requiring access to any Recipient facility. Should Recipient refuse access to any Provider employee attempting to act in accordance with this Agreement, the Provider shall not be held in breach of this Agreement as to the Services affected.

12.4 Staff substitution. In the event that Recipient notifies Provider that it wishes Provider to replace an employee of the Provider providing services to Recipient, Recipient and Provider shall meet to attempt to resolve Recipient's concerns. If the parties are not able to resolve Recipient's concerns within ten (10) days after Recipient's notice to Provider (or such later date agreed upon by both parties), provider shall exercise reasonable diligence to honor Recipient's requests to replace the staff member.

12.5 Background checks. As may be required by the Recipient and the requirements of a Task Order, the Provider shall be responsible for conducting a background check on all personnel hired after the effective date of this Agreement or after the effective date of the related Task Order who provide services to the Recipient. The background investigation shall include but not be limited to, a credit check and criminal records check for misdemeanors and felonies. If requested by the Recipient, background checks will be performed on current employees that have access to the Recipient's sensitive data.

12.6 Staff Direction. In situations where Centennial Lakes Police's staff receives direction from Roseville staff or Roseville's staff receives direction from Centennial Lakes Police's staff that may be in conflict with either Centennial Lakes Police's or Roseville's IT strategic direction, policy or guidelines, terms and conditions of this Agreement, or that may result in potential risk to either Party's shared infrastructure, the involved staff will immediately notify the Management Committee of such potential conflict and of the relevant policy, guideline or term or condition of this Agreement and delay implementing such direction, unless immediate action is required to ensure business continuity, until the conflict can be resolved in consultation with the Management Committee. The parties will provide one another and their respective staff members with copies of their respective strategic plans, policies, and guidelines and of this Agreement. Neither party is obligated to delay action based on a strategic plan, policy, guideline or term or condition of this Agreement if such copies have not been provided. The Management Committee will make best efforts to expedite identification and resolution of conflicts and provide prompt direction to their respective staff members. If the parties are not able to resolve the conflict, the provisions of Section 5 (Dispute Resolution) shall apply.

12.7 Employees physically working at a facility of the other party will act in accordance with all policies and procedures regarding appropriate conduct in that party's workplace. Exceptions may be identified by the Provider and are subject to acceptance by the Recipient.

SECTION 13 - TECHNOLOGY PLANNING

13.1 Strategic Information Technology planning. Centennial Lakes Police and Roseville both engage in strategic technology planning that includes establishing a strategic IT direction, and determining technology initiatives and investments in accordance with Centennial Lakes Police and Roseville strategic business goals.

13.2 Each party is invited to participate in the other party's strategic planning process.

IN WITNESS WHEREOF, Centennial Lakes Police and Roseville have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the 15th day of December, 2014.

Centennial Lakes Police	**City of Roseville**
By: J R. Coan	By:
Name: James Coan	Name: Dan Roe
Title: Chief of Police	Title: Mayor
Centennial Lakes Police	**City of Roseville**
By: J R. Coan	By:
Name: James Coan	Name: Patrick Trudgeon
Title: Chief of Police	Title: City Manager

Information Technology
Shared Service Agreement

Task Order

This Task Order is a specification of Services to be provided between Centennial Lakes Police and the City of Roseville; it is an addendum to the current Information Technology Shared Service Agreement ("Agreement") and is subject to the terms and conditions of the Agreement.

Task Order #	2014-CLP001A	Title	NetMotion Mobility® and 2FA ONE ("Mobility Services")
Service Start Date	12/01/2014	End Date	OPEN

Provider	ROSEVILLE	POC	Terre Heiser – Network Manager

Recipient	CENTENNIAL LAKES POLICE	POC	Ron Nelson – Captain rnelson@clpdmn.com

Skill Set (Primary)	Systems Engineer
Skill Set (Secondary)	Computer Support Specialist
Skill Set (Tertiary)	Server Specialist

Task Order Cost	
Nonrecurring Charges (NRC)	$7,504.86
2014/2015 Annual Recurring Charges (ARC)	$9,221.69
Billing Frequency	Monthly (1/12 ARC)

Task Order Attachments: 2014 Cost Calculation Summary

This section and attachments (listed above) define the scope of Services as well as service levels and performance criteria and measurement expectations.

1. **Purpose:**
The purpose of this Task Order is to establish parameters for the provision of NetMotion Mobility® and 2FA ONE ("Mobility Services") by the Provider to the Recipient, and to define the terms and conditions under which the Provider will execute these Mobility Services. Both Parties agree to work cooperatively to fulfill the terms and purpose of this Task Order.

2. **Background:**
The Federal Bureau of Investigations (FBI) has mandated through the Criminal Justice Information Systems (CJIS) Security Policy Section 5.6.2.2 Advanced Authentication that users accessing Criminal Justice Information ("CJI") from devices associated with, and located within, a police vehicle are required to provide advanced authentication.

   Advanced Authentication (AA) provides for additional security to the typical user identification and authentication of login ID and password, such as: biometric systems, user-based public key infrastructure (PKI), smart cards, software tokens, hardware tokens, paper (inert) tokens, or "Risk-based Authentication" that includes a software token element comprised of a number of factors, such as network information, user information, positive device identification (i.e. device forensics, user pattern analysis and user binding), user profiling, and high-risk challenge/response questions.

   NetMotion Mobility® provides a central point for securing mobile computers that connect to network resources over open wireless networks. Mobility is a client/server application providing end-to-end security using US government standards for security and encryption and supports multiple forms of single and two-factor authentication.

   2FA ONE is an advanced authentication and password management program that meets US government required two-factor authentication requirements for accessing criminal justice information systems (CJIS).

3. **Task Description:**
Provider currently operates and maintains a NetMotion Mobility® server system and a 2FA ONE Server to provide secured and encrypted connections between mobile units and its internal network. Through this task order the Provider will extend use of this system to the Recipient.

4. **Delivery Price Notes/Remedy:**
Initial service cost is calculated as a share of known and assumed costs associated with the delivery of the Mobility Services. The cost is shared amongst multiple municipal agencies that utilize the Mobility Services. Service charges will be adjusted annually based on a review of actual operating costs and labor costs associated with the delivery of the Mobility Services.

5. **Billing Type:** Capital recovery costs billed at time of purchase. Support services billed quarterly.

6. **Scope of Work:**
   a. Provider
      i. Provider will support and maintain the server components for NetMotion Mobility® and 2FA ONE server.
      ii. Provider will grant access over the Provider's Internet connection to allow connectivity to Recipients Mobile Data Provider.
      iii. Provider will maintain the necessary licenses for NetMotion Mobility® and 2FA ONE to cover Recipients covered mobile computers and authenticated users ("Covered Units".
      iv. Provider will work with Recipient on configuring access between the Recipient's Covered Units and the Recipient's internal network servers and applications.
      v. Provider will work with Recipient on configuring software for Covered Units.
   b. Recipient
      i. Recipient will configure software and hardware for Covered Units as directed by the Provider.
      ii. Recipient will be first point of contact for mobile users for trouble resolution.

7. **Assumptions and Constraints:**
   a. Ownership of Equipment and Licenses
      i. Provider will retain ownership of servers (physical or virtual), server licensing and NetMotion Mobility XE Server and 2FA ONE Server application licenses.
      ii. Provider will retain ownership of end-user client licenses associated with NetMotion Mobility and 2FA ONE application unless transfer of licenses allowed by the software manufacturer.
      iii. Recipient will retain ownership of any physical equipment purchased by the Recipient for their exclusive use.
      iv. Recipient will retain ownership of any additional software or licenses purchased by the Recipient for their exclusive use.

8. **Task Communications/Management/Reporting:**
Requests for assistance shall be communicated to the Provider via an authorized point of contact (POC) for the Recipient. Service requests can be submitted via telephone or electronically.
Via Telephone: Help Desk – (651) 792-7095 Calls are typically answered Monday through Friday 7:00 a.m. until 4:30 p.m. Voice messages will be responded within 30 minutes
Via Email: support@metro-inet.us Emails will generate a work ticket with a response provided within 45 minutes. Time to resolution for a Normal Incident is 72 hours.

Incident reports will be submitted to the Recipient on a quarterly basis. An annual report will be provided at the time of the service review.

9. **Quality/Measures/Remedy:**
Cost recovery calculation is based on Recipient service units. Adding or removing service units will cause the service charges to be adjusted accordingly. Additionally costs are calculated as a shared percentage with other public safety entities that utilize the same services. Changes to the total number of service units and/or shared costs will also cause the annual charges to be adjusted.

10. **Duration:** Annual until cancelled subject to termination provisions.

11. **Termination Provision:**
Either party may cancel this Task Order with 120 day written notice.

IN WINESS WHEROF, Columbia Heights and Roseville have caused this Task Order to be executed in their respective names by their duly authorized officers and have caused this Task Order to be dated as of the 15th day of December, 2014.

CENTENNIAL LAKES POLICE	CITY OF ROSEVILLE
	Terrence Heiser Information Technology Manager

Centennial Lakes

Mobile Units	AA Users	Total Units
16	20	36

Capital Charges	Agency Units	Unit Cost	Total Cost
NetMotion Mobility XE - Client Costs (Individual)	16	$ 288.15	$ 4,610.44
2FA ONE Two-factor Authentication - Client Costs (Individual)	20	$ 93.75	$ 1,875.01
NetMotion Server Shared Costs	16	$ 61.29	$ 980.71
2FA ONE Server Shared Costs	20	$ 1.94	$ 38.71
		Total Capital Charge	$ 7,504.86

Annual Operating Charges (Software and Servers)	Agency Units	Unit Cost	Total Cost
NetMotion Mobility XE - Client Costs (Individual)	16	$ 80.16	$ 1,282.49
2FA ONE Two-factor Authentication - Client Costs (Individual)	20	$ 16.95	$ 339.00
NetMotion Server Shared Costs	16	$ 22.76	$ 364.24
2FA ONE Server Shared Costs	20	$ 1.94	$ 38.71
Total Annual Operating Charge (Software and Servers)			$ 2,024.44

Annual Support Charges	Agency Units	Unit Cost	Total Cost
Backend Server Support (NetMotion/2FA)	16	$ 303.44	$ 4,854.96
Front End Client/User Support (NetMotion/2FA)	20	$ 117.11	$ 2,342.29
Total Support Charges (NetMotion/2FA)			$ 7,197.25

Summary of Charges		
Centennial Lakes	Capital Charge	$ 7,504.86
	Annual Charge	$ 9,221.69

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: December 8, 2014
Item No.: 7.j

Department Approval

City Manager Approval

Item Description: Confirm Citizen Advisory Commission Reappointment/Appointment Schedule

BACKGROUND

The City has eight standing commissions. Commissions advise the City Council on specific actions and offer citizens a way to provide input on issues of importance. The Council annually appoints citizens to the commissions.

The City Council requests interviews, re-appoints Commissioners and/or declares vacancies on the standing Commissions. At the December 6, 2004 City Council meeting, the Council passed a resolution limiting Commissioners to two consecutive, three-year terms and requiring Commissioners to reapply for reappointment to a second term. The resolution states that "A. No later than sixty days….the Council will consider whether to interview the commissioner; if two council members request, a commissioner seeking reappointment will be scheduled to attend an interview before the entire Council. B. Should the Council determine that the individual merits reappointment, that person will be reappointed."

The commission application process has been refined over the years to recruit the best candidates for commissions. To ensure availability for interviews, staff includes the interview dates in the Requests for Council Actions and in news releases and website postings. By including the interview date in the notices, candidates can plan to be available that day.

Once the application deadline closes, staff determines the number of applicants and sets interview times. Candidates are notified by email and a follow up phone call. If we do not receive confirmation, staff sends a letter confirming the interview date and time.

Commissioners are appointed to terms that begin April 1 of each year. The following Commissioners' terms expire March 31, 2015:

<u>Community Engagement</u>

Scot Becker – eligible and requests reappointment: attended 4 of 5 meetings
Gary Grefenberg – eligible and requests reappointment: attended 5 of 5 meetings

<u>Ethics Commission</u>

Margo Fjelstad – not eligible for reappointment
Nancy O’Brien – not interested in reappointment

Finance Commission

Nagaraja Konidena - eligible and requests reappointment: attended 6 of 7 meetings
Peter Zeller - eligible and requests reappointment: attended 7 of 7 meetings

Human Rights Commission

Mary Bachhuber - eligible and requests reappointment: attended 7 of 7 meetings
Lisa Carey - eligible and requests reappointment: attended 5 of 5 meetings
Wayne Groff - eligible and requests reappointment attended 7 of 9 meetings

In addition Scot Becker is resigning from his seat on the Human Rights Commission. His term runs through March 31, 2016.

Parks and Recreation Commission

Mary Holt – not eligible for reappointment
Jerry Stoner – eligible and requests reappointment: attended 7 of 10 meetings
Nolan Wall – not interested in reappointment

In addition Erin Azer is resigning from her seat on the Parks and Recreation Commission. Her term runs through March 31, 2016.

Planning Commission

Shannon Cunningham – eligible and requests reappointment: attended 7 of 9 meetings
John Gisselquist – not eligible for reappointment
Mohamed Keynan – eligible and requests reappointment: attended 6 of 9 meetings

Police Civil Service Commission

Brad VanderVegt – eligible and requests reappointment: attended 3 of 3 meetings

Public Works, Environment and Transportation Commission

Joan Felice – not eligible for reappointment
Steve Gjerdingen – not eligible for reappointment
Duane Seigler – Staff Has Not Yet Heard Of Intentions For Reappointment

Applications for commissioners who wish to be reappointed will be available at the January 5 Council meeting.

Staff will contact commission chairs to get recommendations of reappointments.

REQUESTED COUNCIL ACTION

Confirm Citizen Advisory Commission Reappointment/Appointment Process

- January 5 – Applications from commissioners seeking reappointment will be included in Council packet. Council may reappoint and/or determine which commissioners to interview. If no commissioners are to be interviewed, staff will begin advertising the vacancies using the deadlines below.
- January 12 – Interview returning commissioners (if applicable).
- January 26 – Consider applications of commissioners who were re-interviewed, and reappoint and/or declare vacancies. Authorize staff to advertise for commission vacancies with a March 2 deadline for applications.
- March 9 – Interview commission applicants before regular meeting. Start time depends upon how many applicants to be interviewed.
- March 23– Appoint applicants to fill vacancies.

Prepared by: **Patrick Trudgeon, City Manager**
Attachments: A: Resolution 10782

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

* * * * * * * * * * * * * * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 25th day of January, 2010, at 6:00 p.m.

The following members were present: Pust, Roe, Johnson, Ihlan and Klausing,

and the following were absent: none.

Member Klausing introduced the following resolution and moved its adoption:

Resolution No. 10782
(supersedes Resolution 10266)

Reappointment Process and Term Limits Policy
Roseville Citizen Advisory Commissions

WHEREAS, the City of Roseville has six standing Advisory Commissions: Ethics, Human Rights, Parks and Recreation, Planning, Police Civil Service, and Public Works, Environment and Transportation; and

WHEREAS, the City also establishes other advisory groups as needed; and

WHEREAS, numerous Roseville residents have volunteered their time and skills serving as Commission members. The efforts and commitment of these volunteers have been an important ingredient in Roseville's quality of life;

NOW, THEREFORE, BE IT RESOLVED, that the Roseville City Council hereby adopts a Reappointment and Term Limit Policy to establish a fair and open notification and selection process that encourages all Roseville residents to apply for appointments.

The motion for the adoption of the foregoing resolution was duly seconded by Member Roe, and upon a vote being taken thereon, the following voted in favor thereof: Pust, Roe, Johnson, Ihlan and Klausing,

and the following voted against the same: none.

WHEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 25th day of January, 2010 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 25th day of January, 2010.

____

William J. Malinen, City Manager

(Seal)

CITY OF ROSEVILLE

REAPPOINTMENT PROCESS AND TERM LIMITS POLICY
ROSEVILLE CITIZEN ADVISORY COMMISSIONS

BACKGROUND

The City of Roseville has six standing Advisory Commissions:, Ethics, Human Rights, Parks and Recreation, Planning, Police Civil Service, and Public Works, Environment and Transportation; the City also establishes other advisory groups as needed.

POLICY STATEMENT:

It is the intent of this policy to establish a fair and open notification and selection process that encourages all Roseville residents to apply for appointments.

PROCEDURE STATEMENT:

I.

If a vacancy occurs because of resignation, death, moving from the City, removal from office, ineligibility for reappointment, etc., on any standing Advisory Commission, the following procedure will be used.

A. When a Commission vacancy occurs the City Council, at a regular meeting, will establish a deadline for receiving applications and the date of the Council Meeting to interview the applicants. The time between the application deadline and the interviews shall be no more 30 days.

B. Commission vacancies will be advertised in the City's legal newspaper and, if different, the Roseville Review at least two times before the application deadline. Vacancies will also be advertised on Cable Television and posted on the City Hall Bulletin Board.

C. Applications received after the deadline will not be accepted.

D. Names of applicants and applications will be provided to the City Council and the public after the application deadline.

E. If fewer applications are received than twice the number of openings, the City Council may establish a new application deadline and Council Meeting for interviews. If a new deadline is adopted, the vacancy will be re-advertised as described in "B": above.

F. Applicants will be interviewed by the City Council. The Chair or the Chair's designee, of the Commission to which the applicant is seeking appointment will be invited to attend and participate in the interview process. Interviews are open to the public.

G. If a new vacancy occurs after an application deadline and before an appointment is made, a new application process will be used as described in this procedure.

H. The City Council will make the appointments at the first Council meeting following interviews.

I. Advisory Commission Applications shall be kept on file for one year. If during that year a vacancy occurs on any Commission, all applicants will be advised of the vacancy in writing.

II.

If a current Commission member's term is expiring and is eligible for reappointment, the following procedure will be used.

A. No later than sixty days prior to the expiration of a term, each commission member whose term is expiring shall be contacted in writing and directed to complete a written application for reappointment if they desire to be reappointed. For persons seeking reappointment, the Council shall be advised of the attendance record of the individual whose term is expiring. The Council will also be provided with written comments from the Chairperson of the Commission regarding the reappointment of the individual. At that time, the Council will consider whether to interview the commissioner; if two councilmembers request, a commissioner seeking reappointment will be scheduled to attend an interview before the entire Council

B. Should the Council determine that the individual merits reappointment, that person will be reappointed.

C. Should the incumbent not wish to be reappointed or should the Council determine that the individual does not merit reappointment, the Council will follow the procedure for filling vacancies ad described in I. above.

APPOINTMENT TO OTHER CITY ADVISORY GROUPS

The Council may use the procedure outlined in Sections I. and II. above for making appointments to other advisory groups, committees, task forces, etc.

TERM LIMITS

Members of all Advisory Commissions may serve a maximum of two full consecutive three-year terms. The Council may reappoint a person for a period not exceeding one additional year if the Council, by four-fifths vote determines that reappointment is in the best interest of such Commission and the City.

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 12/8/2014
Item No.: 7.k

Department Approval

City Manager Approval

Item Description: Fire Department & Allina Health Emergency Medical Services Medical Direction and Oversight Contract Extension Agreement

BACKGROUND

The Fire Department provides medical first response to the community more than 3400 times annually. Firefighters are trained to provide medical treatments including medications at the Advanced Emergency Medical Technician (EMT) level. Allina Health Emergency Medical Services is the agent that has billing authority for emergency medical transportation within the City of Roseville and has agreed to provide the Fire Department services, including medical oversight and education.

In 2012 the City of Roseville entered into a two year contract with Allina for medical direction and educational services. This contract is set to expire at the end of 2014.

The two parties have not yet been able to agree on terms for a new contract, but are agreeable to extend the current contract for a period of ninety days, with the same terms and financial commitments.

FINANCIAL IMPACTS

For services provided for medical oversight and education, Roseville Fire Department, through the attached contract extension, will pay Allina Health Emergency Medical Services the amount of $328.13 for services through March 31, 2015.

STAFF RECOMMENDATION

Staff recommends Council authorize the Fire Department to enter in to a contract extension with Allina Health Emergency Medical Services for medical oversight and education for a period of ninety days.

REQUESTED COUNCIL ACTION

Authorize the Fire Department to enter into a contract extension with Allina Health Emergency Medical Services for medical oversight and education for a period of ninety days.

Attachment: Attachment A

Prepared by: Timothy O'Neill, Fire Chief

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement is made and entered into as of January 1, 2015, by and between Allina Health System, a Minnesota non-profit corporation, d/b/a Allina Hospital and Clinics ("Allina Health Emergency Medical Services"), and the City of Roseville, a Minnesota municipal corporation ("Roseville").

RECITALS

WHEREAS, Allina Health Emergency Medical Services and Roseville, through its fire department, executed an Agreement regarding medical direction oversight, a copy of which is attached as Exhibit A;

WHEREAS, the term of said Agreement is to expire on December 31, 2014;

WHEREAS, the parties desire to continue in some capacity their relationship as described in said Agreement beyond December 31, 2014;

WHEREAS, the parties have not yet come to full and final agreement on all terms and conditions governing their continued relationship;

WHEREAS, in the interest of avoiding interruption of the mutual services and benefits derived from said Agreement, the parties wish to extend the term of the same until agreement and execution of a new contractual relationship is reached; and

WHEREAS, the parties wish to memorialize in writing their mutual consent to the above-described undertaking.

NOW, THEREFORE, intending to be bound by the terms and conditions of this First Amendment to Agreement, Allina Health Emergency Medical Services and Roseville hereby agree as follows:

1. Paragraph 1 ("Medical Direction Oversight") of the parties' Agreement shall be amended and fully replaced as follows:

   Allina Health Emergency Medical Services hereby agrees to provide medical direction oversight to the Roseville Fire Department throughout the term of this Agreement. For the purposes of this Agreement, medical direction oversight will include:

   a. approving standards for training and orientation of personnel that impact patient care;
   b. approving standards for purchasing equipment and supplies that impact patient care;
   c. establishing standing orders for pre-hospital care;
   d. approving triage, treatment, and transportation protocols;
   e. participating in the development and operation of continuous quality improvement programs;

f. establishing procedures for the administration of medications;
g. maintaining the quality of care according to the standards and procedures established under clauses (a) to (f); and
h. administration packages and training as specified in Exhibit A.

In consideration for the foregoing medical direction oversight and the services and benefits designated in Provision 5 and 8 below Roseville shall pay Allina Health Emergency Medical Services the amount of $2,625.00 ("Basic Fee"). The Basic Fee shall be paid as follows:

$1,312.50 on or before February 1, 2013 ("First Basic Fee Payment"); and

$1,312.50 on or before February 1, 2014 ("Second Basic Fee Payment"); and

$328.13 on or before February 1, 2015 ("Third Basic Fee Payment").

2. Paragraph 10 ("Term and Termination") of the parties' Agreement shall be amended and fully replaced as follows:

   This Agreement shall be in effect until March 31, 2015. Notwithstanding the foregoing, either party may, with or without cause, terminate this Agreement prior to March 31, 2015, by delivering written notice thereof to the other party at least 30 days prior to such earlier termination date. The termination notice shall state the date of such earlier termination and shall be delivered by U.S. mail to the other party at the address for such party set forth on page 1 of this Agreement. In the event that this agreement terminates prior to December 31, 2013, Allina Health Emergency Medical Services shall refund to Roseville the unearned portion of the Basic Fee, which shall be determined by multiplying the number of days remaining in 2013 after the date of termination times $34.21, plus b) the full amount of the Second Basic Fee Payment if paid before the date of refund. If the date of termination is in 2014 and the Second Basic Fee Payment has been paid, the refund shall be equal to the amount determined by multiplying the number of days remaining in 2014 after the date of termination times $34.21. If the termination is in 2015 and the Third Basic Fee Payment has been paid, the refund shall be equal to the amount determined by multiplying the number of days remaining between the termination date and March 31, 2015, times $34.21.

3. All contracted pricing for Additional Services as contained and referenced in Exhibit B of the parties' Agreement shall continue and apply to any such Additional Services provided in 2015.

4. All other terms and conditions contained within the parties' Agreement shall continue in full force and effect.

CITY OF ROSEVILLE

Date: ________________________ By:_____________________________________
Patrick J. Trudgeon, City Manager

Date: ________________________ By:_____________________________________
Dan Roe, Mayor

ALLINA HOSPITAL AND CLINICS

Date: ________________________ By: _____________________________________
Its

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: Dec. 8, 2014
Item No.: 10.a

Department Approval

City Manager Approval

Item Description: Community Engagement Commission Meeting with the City Council

BACKGROUND

Seven months after holding its first meeting, the Community Engagement Commission is prepared to meet with the City Council to review activities and accomplishments for 2014 and to discuss the upcoming year's work plan and issues that may be considered.

Activities and accomplishments:

- Formed a commission, elected a chair and vice chair
- Formed sub-committees to serve as the commission's work groups
- Reviewed 2012 Task Force Policies and Strategic Recommendations
- Produced 2014 Community Engagement Commission Policies and Strategies for recommendation to the City Council
- Issued a Request for Information related to a civic engagement module
  - Module is currently under review by the Commissions Communications Sub-committee, which will bring forth a recommendation
- Approved priorities for 2015

Work Plan priority items for 2015:

- Assist and Encourage the Formation of Roseville Neighborhood Associations
- Host a conference on community engagement in Roseville
  - The intent is to reinforce the culture of neighborhood engagement and to integrate community engagement into City Hall culture
- Form a joint task force with the Planning Commission to study notification issues and formats
- Recommend an online civic engagement module for new city website
- City council priorities and emerging opportunities

Question or Concerns for the City Council:

- What feedback can the City Council provide about the early stage processes of the commission?

- Does the Council concur with the direction found in the Commission’s Recommended Policies and Strategies?
- What guidance on City Council priorities can be provided moving forward?
- How do emerging council priorities inform the work of the commission?

Prepared by: **Garry Bowman, Staff Liaison**
Attachments: A: 2014 Community Engagement Commission Recommended Policies & Strategies

2014 Community Engagement Commission Recommended Policies & Strategies

Adopted by the Community Engagement Commission November 13, 2014

Presented to the Roseville City Council on December 8, 2014

Table of Contents

2014 Community Engagement Commission Recommended Policies & Strategies

Adopted by the Community Engagement Commission November 13, 2014

Detailed Recommendations

1) Integrate Citizen Engagement into City Hall Culture

1.1 <u>Policy Intent or Practice:</u> The City should work to enrich and strengthen civic engagement at city hall, and encourage employees and elected officials to appreciate civic engagement as an asset.

Rationale: Demonstrating a commitment to civic engagement dispels public cynicism and connects citizens more closely to their government, while also allowing them more resources for authentic grass roots neighborhood planning and community building.

We recommend the City:

a) Continue its practice of forming resident task forces to assess significant issues and make recommendations to the city council or city manager.

i. Make the budget process more transparent and understandable to residents, and utilize other resources such as a Roseville U course on budgeting, neighborhood workshops, and/or webinars to engage residents in budgeting well before the budget is finalized.

ii. Involve residents experienced in the City's budget process, including the Finance Commission, in the planning and execution of these educational efforts.

b) The City Council should hold one regularly scheduled town-hall style meeting each year, with topics solicited from the eight City commissions.

c) Recognize the changing demographics of Roseville in order to understand how best to keep all Roseville residents informed and involved.

2) Increase Effective Public Participation in City Council and Commissions

2.1 Policy Intent or Practice: The City should foster public participation at both the council and commission level.

Rationale: Making public meetings more accessible and understandable to the community demonstrates the City's commitment to civic engagement, which in turn enables the community to better value and trust their public officials, elected and appointed.

We recommend the City:

a) Encourage each commission to hold community meetings.

b) Encourage future councils to continue the current mayor's practices of recognizing members of the public in city council meetings and asking if there is any public comment after each substantive decision item is presented by staff and prior to discussion and final vote. This will help ensure that future mayors and councils follow this example of inviting public participation.

c) Have commission meetings follow these same rules and procedures as the city council, and as described above.

> **Rationale:** The practice of a few Commissions does not make clear that public input can occur during its meeting. Once approved by the Council, the City Manager should advise all Commissions to provide for public comment before and during its meetings. Public comment during a meeting should occur before a Commission takes action on an agenda item.

d) Provide direct contact information for each commission and its leadership on its web page and printed materials such as brochures.

e) Explore alternative methods to reach those who are not normally involved in civic affairs.

f) In so far as possible staff should advise Commissions on items on Council agenda which fall under their purview according to City Ordinance.

> **Rationale:** Since a Commission's function is to serve as an advisor to the Council, as such it requires advance notice of a Council's deliberations in order to give timely advice.

2.2 <u>Policy Intent or Practice:</u> The City should widely publicize openings on all commissions and ad hoc advisory groups, and encourage residents to apply. The City should also consider adding some schedule flexibility to the interview process so more residents can be interviewed.

Rationale: Recruiting participation in governing and advisory bodies from the community ensures greater likelihood of having such groups reflect the communities they serve.

We recommend the City:

a) Fully utilize existing print and electronic means to announce openings on city commissions and task forces. Such means include but are not limited to the Roseville City News, Roseville Patch, Roseville Review, Roseville Issues Forum, various social media, and the neighborhood network NextDoor.

b) Encourage community engagement and civic participation across all demographic lines.

c) In so far as feasible improve the Commission interview process to make certain applicants are aware of interviews and consider providing alternative dates if necessary. Also prior to interviews Commission web sites should be updated to make sure the information remains relevant and the time commitment required of a Commissioner is clear.

2.3 <u>Policy Intent or Practice</u>: The City should develop and enforce an absence policy for commissions.

Rationale: This will ensure that commission positions are effectively being utilized and available to those who not only wish to serve but will make available the required time.

The current practice of some Commissions of allowing excused absences will not be allowed if this recommendation is accepted by the Council.

Please note that this recommendation does not state that a Commissioner missing more than the maximum will be removed from office, only that staff will report to the Council; thus the final decision remains with the Council, the original body who made the appointment.

We recommend the City:

a) Request staff report to the City Council when any commissioner misses more than four meetings in a rolling twelve month period or an equivalent maximum of missed meetings for those few commissions who meet less often.

TIMELINE: Contingent upon when the Council takes up the Uniform Standards for Commissions.

2.4 <u>Policy:</u> The City should provide opportunities for residents to learn about Commissions.

2.4.1: Prior to the annual announcement of Commission openings or at the same time, the City and the Commission should sponsor an open workshop to learn about Commissions, how and why they operate, the role of individual Commissioners, and other information on Commissions, general and specific.

2.4.2: The organization and scheduling of this workshop should be closely coordinated with Staff so that the Workshop itself should be seen as an integral part of the City's process of advertising and filling Commission vacancies.

TIMELINE: Planning and concurrence of staff and Council should be achieved by the end of February, 2015, so this workshop can be seen as a pilot project incorporated into the spring process for filling Commission vacancies.

3) Engage Roseville Renters and Non-Single Family Homeowners, such as of condominiums and co-ops, as it does single-family homeowners.

3.1 <u>Proposed Intent or Policy</u>: The city should engage renters as it does homeowners.

Rationale: According to the 2010 census, almost 1/3 of Roseville residents are renters and pay for city services through their rent, yet appear underrepresented in civic engagement efforts. Other communities, such as Hopkins, have programs targeted specifically to engage renters in city government.

We recommend the City:

a) Include renters/leasers (both residential and business) and residents of co-ops and assisted living facilities in any communications initiatives (such as the recent adoption of Nextdoor, a neighborhood networking tool) to facilitate their engagement.

4) Provide Public Participation Support, Training, Resources, and Recognition for Commissioners

4.1 <u>Policy Intent or Practice</u>: The City should make available administrative support to foster more effective volunteerism and public participation.

Rationale: Without administrative supports such as volunteer coordination and administration (note-taking and meeting coordination), citizens' efforts are less efficient and satisfactory. Providing this minimal support would alleviate many frustrations and make citizen participation more effective, and would also provide opportunities for city staff and engaged citizens to dialogue and develop a shared perspective.

We recommend the City:

a) Repurpose an existing or create a new City position to support effective community and civic engagement across all departments. This position would coordinate neighborhood and community relations; he/she could develop procedures and methods to improve, track, and provide clear and consistent two-way communication between City government and residents and businesses, and find opportunities for more effective civic engagement. We recommend that this position also work with the Community Engagement Commission.

Timeline: The City Council could consider a new staff position during the 2016 budget process at the earliest and repurposing an existing position to include such duties could occur sooner.

4.2 **Policy Intent or Practice**: The City should invest in civic engagement training for public officials, city staff, and residents to foster a climate of public participation.

Rationale: The more public officials understand the importance of civic engagement in achieving city goals and gain skills in public participation, the more effective their leadership will be.

We recommend the City:

a) Host annual training/conference on the latest trends, technologies, and tools uses to engage citizens. City staff shall plan and publicize the event, in collaboration with the CEC.

b) Develop and/or strengthen opportunities for residents to learn and participate in the civic process, including Roseville U.

4.3 **Policy Intent or Practice:** The City should develop educational and informational resources for citizens to learn how best to participate in civic issues.

Rationale: The more people know about the process of city government (i.e., how to find the schedule of meetings, agendas, minutes; how and when to contact city staff, council members, and/or commissioners; how to speak during public comment or hearing, etc.), the more likely they are to get involved and stay involved, and share constructive and relevant comments.

5) Enhance Print Communications and Dissemination

5.1 **Policy Intent or Practice:** The City should continue to disseminate information via printed material, keeping in mind that many residents rely solely on print media for news and information.

Rationale: We heard from many Roseville residents that they do not have access to computers or the internet and rely on printed mail communications.

We recommend the City:

a) Continue to disseminate Roseville City News and ensure all residents including renters and those living in non-single family homes receive the paper.

b) Make City Council decisions readily available in print form for residents at City Hall upon request so that people without e-mail are able to access this information.

c) Explore various options to include residents without computer access in community-building and communications.

5.2 <u>Policy Intent or Practice:</u> The City should include pertinent information and stories related to civic engagement and neighborhoods in its print communication.

Rationale: In doing so, we increase the value of the city's investment in this resource.

We recommend the City:

a) Include information related specifically to neighborhoods and their activities in the Roseville City News.

b) Invite residents to generate story ideas for the City Staff on items of interest for City News and possible other communications such as the biweekly electronic newsletter.

6) Enhance Website and Electronic Communications

6.1 <u>Policy Intent or Practice:</u> The City should continuously improve its website to make it more user-friendly, thereby fostering civic engagement.

6.2 <u>Policy Intent or Practice</u>: The city should maximize two-way communications technologies (Web 2.0) to facilitate timely public participation and engagement.

Rationale: Several neighboring cities make investments in civic-engagement-focused media. For example, Edina offers a Citizen Engagement blog titled *Speak Up Edina* (speakupedina.org) as well as a Facebook page, Twitter account, and YouTube channel. Many other cities offer any combination of these Web 2.0 tools, such as St. Louis Park, Minnetonka, and Hopkins.

We recommend the City:

a) Make use of existing electronic communications channels and networks (website, community engagement module, email alerts, Roseville Community Forum, NextDoor, social media, etc.) to connect with and actively engage Roseville citizens with an emphasis on two-way communication.

b) Should continue to explore new media channels to connect with and actively engage Roseville citizens with an emphasis on two-way communication.

c) Create an area of the website (or web-based communications) focused specifically on public engagement information and resources for citizens, including two-way communication (see Edina's Citizen Engagement blog as an example).

6.3 <u>Policy Intent or Practice:</u> The City should make readily available City Council and Commission agenda items, minutes, and recorded meetings through its website and CTV cable television.

Rationale: Increasingly residents have come to rely upon cable television broadcasts and the city web site to be informed on city issues. These vehicles provide access to government, and with relatively minor adjustments can become even more useful to Roseville citizens.

We recommend the City:

a) Publish approved city council and commission meeting minutes on the city website in a timely manner, such as within one (1) week of approval.

  i) If public meeting minutes are not approved in a timely manner, such as within one month, publish draft minutes on its website until minutes are finalized.

b) Offer the full text of meeting agendas in the body of email alerts and meeting notices rather than requiring the extra step to click a link to learn of the full agenda.

c) Include a link to the specific recorded televised city meeting on the same page as the meeting minutes and/or agenda

6.4 <u>Policy Intent or Practice:</u> The City should foster direct and efficient email communication with public officials.

Rationale: Citizens are more apt to contact public officials if provided a direct email address. Although the current online communication form allows citizens without email to make contact, it has its drawbacks: 1) citizens cannot send attachments with their emails, 2) citizens cannot retain a record of communications sent, 3) public officials cannot receive email immediately (esp. difficult over the weekend) and thereby cannot respond as efficiently and easily; and 4) staff time is spent forwarding messages unnecessarily.

We recommend the City:

a) Create and publish public, city-domain email addresses for city council members and commissioners to directly receive email from and send email to citizens on public matters without requiring city staff to manually forward such messages. (The online contact form may still be useful for individuals without email.)

6.5 <u>Policy Intent or Practice</u>: Allow each Commission input to its web page content and social media.

Rationale: Commissioners should be trusted Commissions should be trusted with their own web page and Facebook postings. The web page and Facebook design would follow the format of the new web design. If deemed necessary by staff, safeguards such as outlined above can be added. This would be another example of changing the culture at city hall, emphasizing collaboration rather than control.

TIMELINE: Incorporate this into a new more comprehensive set of recommendations focused on ways the city can provide resources and recognition to commissions; with the city redesigning its website this would be an opportune time to allow, and consequently promote, each commission having input into their public outreach and messaging.

7) Enhance Overall City Communication

7.1 <u>Policy Intent or Practice</u>: The City should go beyond the legal requirements for public notification and provide information on issues critical to Roseville's development (see Recommendation 9: "Improve Notification Processes" for suggested criteria).

Rationale: Many residents feel that the legal requirement of public notification is insufficient to provide information on significant issues before the City. The City should exceed these requirements on issues critical to Roseville's development.

We recommend the City:

a) Organize/host a community meeting for projects that pose issues of substantial community or neighborhood-wide impact to engage in dialogue before the Council or any commission takes any formal action. This would allow the city to explain the project, answer any questions, identify pros and cons, and get a feel for residents' viewpoints.

b) Aggressively communicate these open house opportunities in local media, as well as through existing communications systems and networks.

c) Encourage Staff to communicate and consult with community and neighborhood leaders on issues important to Roseville's development.

d) Explore other ways to engage and communicate with residents on projects that pose issues of substantial community or neighborhood-wide impact, such as surveys, social media, an interactive website dialogue, and other means.

7.2 <u>Policy Intent or Practice</u>: The City should emphasize communications utilizing existing systems more proactively and effectively with the intention of engaging residents.

Rationale: When residents receive information in a timely manner and in clear understandable language, they are better able to process and provide feedback on how they would like their city to be run, and the City is better able to respond to citizen concerns.

We recommend the City:

a) Connect Nextdoor neighborhood leads to facilitate communication between them on issues of city-wide significance.

b) Devise a process for identifying, maintaining, and updating Nextdoor neighborhood leads. Consider ways the City could support the efforts of NextDoor leads in disseminating information necessary for neighborhood-building efforts.

c) Use neighborhood networks such as homeowner associations and neighborhood associations, such as SWARN (SouthWest Area of Roseville Neighborhoods), the Lake McCarron's Neighborhood Association, the Twin Lakes Neighborhood Association, and other neighborhood networks to supplement existing information systems and to invite residents' responses. When a City Department organizes an informational meeting it should seek out an association or neighborhood group with which to collaborate and organize said meeting.

Rationale: By utilizing various neighborhood networks and organizations to disseminate information relevant to the city and its neighborhoods, the City will assist these groups in providing value to their members and neighbors. The City will also gain increased coverage of news and notifications to its residents

d) Create and publish a policy for staff to respond to residents' requests and comments within a three (3) business days, and where applicable, include in staff response information of any relevant Roseville mailing (or emailing) lists a resident can join for updates on issues of concern.

e) Reinstate the “Welcome Packet” for new residents of Roseville and incorporate information needed to foster volunteerism and effective civic engagement in the “Welcome Packet.”

8) Foster and Support Vibrant Neighborhoods

8.1 <u>Policy Intent or Practice</u>: The City should support residents’ efforts to build community within their neighborhood.

Rationale: Vibrant neighborhoods -– neighborhoods where residents know each other, can support one another, and feel invested in their city – are a critical aspect of a healthy city. Assisting neighborhoods in this important task benefits civic governance as well as its citizens.

We recommend the City:

a) Support the creation of resident-defined neighborhoods. (See Edina’s *Name Your Neighborhood* at edinamn.gov/category/neighborhood, an example of allowing residents to determine their neighborhoods names and boundaries.)

b) Monitor and evaluate the success of Nextdoor.com and include goal-related metrics and user satisfaction.

c) Provide materials to support neighborhood gatherings throughout the year, similar to the Night to Unite materials offered through the Neighborhood Watch Program.

d) Utilize *City News* to communicate news and items of interest to neighbors and neighborhoods. Solicit input and contributions from residents and neighborhood groups.

8.2 <u>Policy Intent or Practice</u>: The City should support residents in developing more formalized neighborhoods and/or neighborhood organizations***.***

Rationale: By recognizing neighborhoods and neighborhood organizations, the city reinforces the value of neighbors working together to achieve common goals. Providing infrastructure and technical assistance to these groups also enables their success and provides another effective way for the city to disseminate and gather information.

We recommend the City:

a) Provide residents wishing to formalize their neighborhood or neighborhood organization with the following: definition and examples of a neighborhood network or association, a clear process to formalize such groups, and City recognition and benefits to officially-recognized groups. (See http://www.stlouispark.org/neighborhoods/neighborhood-associations.html.)

b) City Recognition of Neighborhood Associations should be premised on the assumption that neighborhood boundaries are inclusive and not exclusive.

c) The City shall provide a page or section on city's website with the neighborhood's name, boundaries, characteristics, events, and contact person. (Example at http://www.stlouispark.org/wolfe-park.html).

d) The City should consider adding signage in the physical neighborhood names are identified and commonly accepted.

8.3 <u>Policy Intent or Practice</u>: The City should facilitate meetings at the neighborhood level.

Rationale: Many residents are interested in neighborhood issues which may not have city-wide impact, and are interested in knowing their neighbors and working on issues of neighborhood significance. By providing assistance to interested neighbors the City can play a critical role in building strong neighborhoods and thus a vibrant community.

We recommend the City:

a) Compile, maintain, and make readily available a list of meeting places for Roseville residents to use when organizing neighborhood meetings.

9) Improve the Notification Process

<u>9.1Policy:</u> The city should expand the notification area and methods for informing residents and businesses, including leased businesses, of developments that have greater impact and/or involve issues of probable concern to the broader community.

We recommend the City:

9.1.a: The Council should form a joint task force of Community Engagement and Planning Commissioners, plus at-large members, to assess these notification recommendations and prepare a joint plan for both Commissions and for Council approval. Staff assistance shall be provided by the Planning Department.

The specific Task Force Strategic Recommendations under 9.1 are suggested for consideration by this joint task force as a starting point in their deliberations.

9.1.b: Require notification for zoning proposals be provided to any established neighborhood organization any part of which falls within 500 feet of the proposal and to all residents and businesses operating within 1500 feet of the proposal and solicit their input. Note that businesses operating includes not only the property owner but the business leasing said property. Highway and freeway rights of way shall not be included in the measured radius and the city will liberally interpret this notice criteria.

9.1.c: Co-host with the proper governing board or neighborhood association open houses in the community to display renderings, drawings and maps of the proposal and set aside time to respond to residents' questions and concerns.

9.1.d: A written summary of the open house shall be submitted as a necessary component of an application for approval of a proposal requiring a developer open house meeting.

Citizens are also encouraged to submit their own summary of the meeting highlighting concerns/issues and any mitigations and resolutions. It is encouraged that a list (name and address) of attendees be kept and submitted with the open house summary.

The applicant/developer is responsible for mailing a copy of the meeting summary to all attendees who provided their names and addressed on the sign-in sheet.

<u>9.2 Policy</u>: The City should reassess the notification language and format so as to maximize understandability and convey their importance as official local governmental notices with potential impact upon the recipient's property and neighborhood.

Rationale: To assure that recipients understand what they are being notified of and the impact of any zoning change, variance, change in the zoning code, or related proposal, terms such as interim use permit, conditional use, variance, should not be relied upon to convey the intent of the notice, and every effort should be made to use language which is easily understood by a high school graduate.

<u>9.3 Policy</u>: The City should engage renters, businesses both leased and owned, and non-single-family family homeowners as it does homeowners, in its notification procedures.

10) The City should promote and effective and meaningful volunteerism as a part of a vibrant civic culture in Roseville.

Background: Volunteerism was not thoroughly covered by the 2012 Civic Engagement Task Force; at that time the emphasis was on creating a Civic Engagement staff position as some cities now have. Relatively late in developing the Task Force recommendations, we added to Policy 4.1 which then read "The City should make available administrative support to foster more effective and public participation" the term volunteerism, and added the same term to Strategic recommendation 4.1.a, the recommendation which originally called for the City to create a new city executive position to support effective public engagement.

When the Council in the spring of 2014 passed the ordinance establishing the Commission it added under Duties and Functions, subsection B, which has the following language:

Recommend strategies for and actively promote and encourage effective and meaningful volunteerism as well as participation on advisory boards, task forces, commissions, and other participatory civic activities.

Note that this Function also combined volunteerism and "participatory civic activities".

So since the Council clearly believes we should play a role in promoting and encouraging Roseville volunteerism we should add a policy statement to this effect. Future strategic recommendations promoting and encouraging a culture of volunteerism may be added later. This future effort will need to be closely collaborated with the City Volunteer Coordinator.

<u>10.1 Policy:</u> Utilize the life experiences and skills of our Senior Community to volunteer in areas where their contributions are needed, applicable, and useful.

TIMELINE: Allow new Volunteer Coordinator adequate time to establish her program first before the Commission makes any other Strategic Recommendations.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 12/08/14
Item No.: 11.a

Department Approval

City Manager Approval

Item Description: Public Hearing to Consider Amending City Code Chapter 302 to Allow for Expanded Hours of Operation for On-Sale Brewer Taproom Establishments

BACKGROUND

In July 2012 the City Council amended City Code Chapter 302 establishing an *on-sale* brewer taproom license category for Pour Decisions Brewery (now operating under the name Bent Brewstillery). This was preceded by the Council's action in April, 2011 to create a brewery *off-sale* retail license for the same entity.

In creating the *on-sale* taproom license category, the City Council limited the hours of sale to 8am – 10pm, Sunday through Saturday. The City has been approached by Bent Brewstillery to modify those hours to allow them to remain open until 1:00am on New Year's Eve and possibly midnight or 1:00am moving forward as well. This would require a change in City Code at a public hearing.

During the *on-sale* licensing discussions in 2012, Pour Decisions had requested that the Council exempt them from the food service requirements that other on-sale establishments have to abide by. Under City Code, on-sale establishments need to have at least 50% of their gross sales derived from food.

It was noted at the time that the concept behind having a food requirement in conjunction with an on-sale liquor license is to avoid the types of establishments that are considered and/or marketed as, a 'bar' or 'nightclub'. The distinction being made is that Roseville does NOT have bars, but rather we have restaurants that serve alcohol to complement the meal.

Ultimately the City Council chose to grant the exemption to the food service requirement in exchange for a closing time of 10pm instead of the standard 1am or 2am that is afforded to other on-sale establishments. The Council also reduced the on-sale license fee from $7,000 to $750 to reflect the reduced public safety-related impacts that result from an earlier closing time. An excerpt of the July 16, 2012 City Council meeting minutes are included in *Attachment B.*

Representatives of Bent Brewstillery are expected to be on hand to speak to their request and to address any Council inquiries.

POLICY OBJECTIVE

Not applicable.

FINANCIAL IMPACTS

Not applicable.

STAFF RECOMMENDATION

Not applicable.

REQUESTED COUNCIL ACTION

Consider amending City Code Chapter 302 to allow for expanded hours of operations for on-sale brewer taproom establishments and/or consider waiving the hours of operation limitation for the upcoming New Year's Eve date.

Prepared by: Chris Miller, Finance Director

Attachments:
- A: Proposed Ordinance amending City Code Chapter 302
- B: City Code Chapter 302
- C: Minutes from the July 16, 2012 City Council Meeting

City of Roseville
ORDINANCE NO.

AN ORDINANCE AMENDING
TITLE 3, SECTION 302,
Liquor Control

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Title 3, Section 302 of the Roseville City Code is amended to read as follows:

302.09: HOURS OF SALE:

The hours for the sale of intoxicating or non-intoxicating liquor for consumption on the premises shall be those allowed under Minnesota Statute §340A.504. On-Sale brewer taprooms shall be limited to the hours of 8:00a.m. – ~~10:00pm~~ 1:00am, Sunday through Saturday. (Ord. 1428, 7-16-12) (Ord. ____)

SECTION 2: Effective date. This ordinance shall take effect upon its passage and publication.

Passed by the City Council of the City of Roseville this 8th day of December, 2014.

(SEAL)

CITY OF ROSEVILLE

BY: ______________________________
Daniel J. Roe, Mayor

ATTEST:

____
Patrick Trudgeon, City Manager

CHAPTER 302
LIQUOR CONTROL

SECTION:

302.01: ADOPTION OF STATE LAW:

Except where inconsistent with this Chapter, the provisions of Minnesota Statutes, chapter 340A, relating to the definition of terms, licensing, consumption, sales, conditions of bonds and licenses, hours of sales and all other matters pertaining to the retail sale, distribution and consumption of non-intoxicating malt liquor, wine and intoxicating liquor are adopted and made a part of this Chapter as if set out in full. (Ord. 972, 5-13-85)

302.02: LICENSE REQUIRED:

A. General Requirement: No person, except a wholesaler or manufacturer to the extent authorized under State license, shall directly or indirectly deal in, sell or keep for sale in the City any non-intoxicating malt liquor or intoxicating liquor without a license to do so as provided in this Chapter.
B. Types of Licenses:
   1. Intoxicating liquor licenses shall be of seven kinds: On-sale, On-sale Wine, On-sale Brewer Taproom, Club, Special Sunday, Off-sale and Off-sale Brewery. (Ord.1428, 7-24-2012)
   2. Non-intoxicating malt liquor licenses shall be of two kinds: On-sale and Off-sale.
C. Expiration: All intoxicating liquor and non-intoxicating malt liquor licenses shall expire on

December 31 of each year.

D. On-sale Intoxicating Liquor Licenses: On-sale intoxicating liquor licenses shall be issued only to hotels and restaurants and shall permit On-sale of intoxicating liquor only, for consumption on the licensed premises only, in conjunction with the sale of food. For the purposes of this Chapter, the following definitions are adopted:
HOTEL: A hotel is any establishment having a resident proprietor or manager where, in consideration of payment, food and lodging are regularly furnished to transients, which maintains for the use of its guests not less than 50 guest rooms with bedding and other usual, suitable and necessary furnishings in each room, which is provided at the main entrance with a suitable lobby, desk and office for the registration of its guests, which employs an adequate staff to provide suitable and usual service and which maintains, under the same management and control as the rest of the establishment and has, as an integral part of the establishment, a dining room of at least one thousand 1,800 square feet.
Such dining room shall have appropriate facilities for seating not less than one 100 guests at one time. Where the guest seating capacity is between 100and o174, at least 50% of the gross sales of the restaurant portion of the establishment must be attributable to the service of meals. Where the seating capacity is 175 or more, at least 25% of the gross sales of the restaurant portion of the establishment must be attributable to the service of meals.
RESTAURANT: A restaurant is any establishment, other than a hotel, having appropriate facilities to serve meals, for seating not less than 100 guests at one time and where, in consideration of payment, meals are regularly served at tables to the general public and which employs an adequate staff for the usual and suitable service to its guests.
Where the seating capacity of the establishment is between 100 and 174, at least 50% of the gross sales of the establishment must be attributable to the service of meals. Where the seating capacity is 175 or more, at least 25% of the gross sales of the establishment must be attributable to the service of meals.

E. On-sale Wine Licenses: On-sale wine licenses shall be issued only to restaurants meeting the qualifications of Minnesota Statutes 340A.404, subdivision 5, and shall permit only the sale of wine not exceeding 14% alcohol by volume, for consumption on the licensed premises only, in conjunction with the sale of food. To qualify for a license under this subsection, a restaurant must have appropriate facilities for seating at least 25 guests at a time, regularly serve meals at tables to the public for a charge and employ an adequate staff. (Ord. 972, 5-13-85)

F. On-sale Brewer Taproom License: On-sale brewer taproom liquor licenses shall permit the licensee to sell intoxicating malt liquor that has been produced for consumption on the premises in accordance with MN Statutes 340A.301, subdivision 6(b). The license shall be exempt from any accompanying sale of food requirements contained in other on-sale license categories. On-sale Brewer Taproom liquor licenses shall include the following restrictions:
   1. The Requirements of section 302.10 shall apply to the closing time of Brewery Taprooms as established in this chapter. (Ord. 1428, 7-16-2012)

G. Club License: Club licenses for the sale of intoxicating beverages to be consumed on the licensed premises may be issued to any clubs meeting the requirements of Minnesota Statute 340A.404, subdivision 1. (1995 Code)

H. Special License for Sunday Sales: A special license authorizing sales on Sunday in conjunction with the serving of food may be issued to any hotel, restaurant or club which has an On-sale license. A special Sunday license is not needed for Sunday sales of wine license.

I. Off-sale Intoxicating Liquor Licenses: Off-sale licenses for the sale of intoxicating liquor shall permit the licensee to sell intoxicating liquor in original packages for consumption off the premises only. Such licenses may be issued in accordance with the provisions of this Chapter.

J. On-sale Non-intoxicating Malt Liquor Licenses: On-sale licenses shall permit the licensee to sell non-intoxicating malt liquor for consumption on the premises only.

K. Off-sale Non-intoxicating Malt Liquor Licenses: Off-sale licenses shall permit the licensee to sell non-intoxicating malt liquor in original packages for consumption off the premises only. (Ord. 972, 5-13-1985)

L. Off-Sale Brewery Malt Liquor License: Off-sale brewery malt liquor licenses for the sale of intoxicating liquor shall permit the licensee to sell intoxicating liquor that has been produced and packaged on the licensed premises in accordance with MN Statutes 340A.301, subdivision 7(b). (Ord.1406, 4-25-2011)

M. Temporary On-sale Licenses: Temporary On-sale licenses may be issued to a club or charitable, religious or nonprofit organization in existence for at least three years in connection with social events within the City, for up to three days in accordance with Minnesota Statutes section 340A.404, subdivision 10. (1995 Code)

N. Temporary On-sale License In Central Park: Upon payment of the fee and submission of a completed application form, the City Manager is authorized to approve a temporary On-sale license for the sale and distribution of non-intoxicating malt liquor to a club, charitable, religious or other nonprofit organization in existence at least three years, for such sale and distribution in Central Park only for a time not to exceed three consecutive days, provided the following conditions are met:

1. Insurance: Proof of liquor liability insurance in an amount equal to and in the form required by subsection 302.03C of this Chapter is filed with the application.

2. Security Plan: A security plan, approved by the Chief of Police, is filed along with the application.

3. Hours of Sale: In addition to the limitation on hours found elsewhere in this Code, the hours of sale shall be only during the time that Central Park is open to the public. Sales and distribution shall be located only in a shelter building or a temporary shelter, such as a tent, approved by the City Manager.

In the event the City Manager denies the application, for any reason, the applicant may appeal the decision of the City Manager to the City Council. (Ord. 1102, 9-23-1991)

O. Intoxicating Liquors at The Roseville Skating Center: Intoxicating liquor may be sold within controlled areas at the Roseville Skating Center only under the following conditions:

1. The intoxicating liquor may only be sold by the holder of a retail on-sale intoxicating liquor license issued by the City or by an adjacent municipality.

2. The licensee must be engaged to dispense intoxicating liquor at an event held by a person or organization permitted to use the Roseville Skating Center for such event, and may dispense intoxicating liquor only to persons attending the event.

3. The licensee must deliver to the City a certificate of insurance providing liquor liability coverage satisfactory to the City, naming the City of Roseville, to the full extent of statutory coverage, as an additional named insured.

4. All other rules and regulations established by the City relating to the sale or dispensing of

intoxicating liquor at the Roseville Skating Center are complied with.
(Ord. 972, 5-13-1985) (Ord.1398, 10-18-2010)

302.03: APPLICATION:

A. Requirements: The requirements set forth in this Section shall apply to applications for those licenses named in Section 302.02 of this Chapter.

B. Form:
1. Information Required: Every application for a license under this Chapter shall state the name of applicant, applicant's age, presentations as to applicant's character, with such references as the City Council may require, applicant's citizenship, the type of license applied for, the business in connection with which the proposed license will operate and its location, whether the applicant is owner and operator of the business, how long applicant has been in that business at that place and such other information as the City Council may require from time to time.
2. Verification: In addition to containing such information, the application shall be in the form prescribed by the State Liquor Control Director and shall be verified and filed with the City Manager. No person shall make a false statement in an application.
3. Subsequent Data: From time to time, at the request of the City Manager, a licensee will provide data to the City concerning that portion of its revenue attributable to the sale of food and the sale of liquor and/or wine. (Ord. 972, 5-13-1985)

C. Liability Insurance:
1. Policy Limits: Prior to the issuance or renewal of a license under this Chapter, the applicant shall file with the City Manager a certificate of insurance in a form to be provided by the City covering liquor liability, loss of means of support and pecuniary loss in the amount of ($500,000.00 of coverage because of bodily injury to any one person in any one occurrence; $1,000,000.00 because of bodily injury to two or more persons in any one occurrence; $100,000.00 because of injury to or destruction of property of others in any one occurrence; $200,000.00 for loss of means of support or pecuniary loss to any one person in any one occurrence; and $500,000.00 for loss of means of support or pecuniary loss for two or more persons in any one occurrence.
2. Annual Aggregate Limits: Annual aggregate limits as provided by Minnesota Statutes section 340A.409 shall not be less than $1,000,000.00.
In the event such policy provides for ($1,000,000.00 annual aggregate limits, said policy shall further require that in the event that the policy limits are reduced in any given year because of the $1,000,000.00annual aggregate policy limit, the insurance carrier shall provide the City with written notice of said reduction in policy limits within 30days of said reduction becoming effective. (Ord. 1175, 10-28-1996)
3. Further Requirements: After the reduction becomes effective, the City Council may require the licensee to take further action with regard to liability insurance in order to protect citizens of the City during the period of the reduced aggregate policy limit.
4. Applicability: The requirements of this Section shall be applicable to new licenses issued after the effective date of this subsection and for renewals applied for after the effective date of this subsection. (Ord. 1046, 9-12-1988)

D. Approval of Insurance: Liability insurance policies shall be approved as to form by the City Attorney. Operation of a licensed business without having on file with the City, at all times, a certificate of insurance as required in subsection C of this Section is a cause for revocation of the license. All insurance policies shall state that the City will be given ten days' notice, in writing, of cancellation. (Ord. 972, 5-13-1985)

E. Insurance Not Required: Subsection C of this Section does not apply to licensees who by affidavit establish that they are not engaged in selling any intoxicating or non-intoxicating malt liquor in Central Park and that:
1. They are On-sale 3.2 percent malt liquor licenses with sales of less than $10,000.00 of 3.2 percent malt liquor for the preceding year;
2. They are Off-sale 3.2 percent malt liquor licenses with sales of less than $20,000.00 of 3.2 percent malt liquor for the preceding year;
3. They are holders of On-sale wine licenses with sales of less than $10,000.00 for wine for the preceding year; or
4. They are holders of temporary wine licenses issued under law. (Ord. 1175, 10-28- 1996)

302.04: LICENSE FEES:

A. Annually: Annual license fee shall be as established by the City Fee Schedule in Section 314.05. (Ord. 1379A, 11-17-2008)

B. Fee:
1. Payment: $500.00 of the On-sale intoxicating liquor and wine licenses and the entire license fee for all other licenses shall be paid at the time of application. The remaining balance, if any, shall be paid prior to the time of issuance of the license.
2. Refund: All fees shall be paid into the General Fund of the City. Upon rejection of any application for a license or upon the withdrawal of the application before approval of the issuance by the City Council, the license fee shall be refunded to the applicant except where the rejection is for willful misstatement on the license application.
3. Proration: The fee for On-sale intoxicating liquor and On-sale wine licenses granted after the commencement of the license year shall be prorated on a monthly basis. The fee for On-sale non-intoxicating malt liquor licenses granted after the commencement of the license year shall be prorated on a quarterly basis.
4. Investigation: At the time of each original application for a license, except special club, On-sale non-intoxicating malt liquor and Off-sale non-intoxicating malt liquor licenses, the applicant shall pay, in full, an investigation fee. The investigation fee shall be $300.00. No investigation fee shall be refunded. (Ord. 972, 5-13-1985; amd. 1995 Code)

302.05: INELIGIBILITY:

No license shall be granted to any person made ineligible for such a license by state law[1]. (Ord. 972, 5-13-1985)

302.06: DELINQUENT TAXES AND CHARGES:

No license shall be granted for operation on any premises on which taxes, assessments or other financial claims of the city are delinquent and unpaid. (Ord. 972, 5-13-1985)

302.07: GRANTING OF LICENSE:

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[1] M.S.A. §340A.402.

A. Investigation and Issuance: The City Council shall investigate all facts set out in the application. Opportunity shall be given to any person to be heard for or against the granting of the license. After the investigation and hearing, the City Council shall, in its discretion, grant or refuse the application. At least ten days published notice of the hearing shall be given, setting forth the name of the applicant and the address of the premises to be licensed.
B. Person and Premises Licensed; Transfer: Each license shall be issued only to the applicant and for the premises described in the application. No license may be transferred to another person or place without City Council approval. Before a transfer is approved, the transferee shall comply with the requirements for a new application. Any transfer of the controlling interest of a licensee is deemed a transfer of the license. Transfer of a license without prior City Council approval is a ground for revocation of the license. (Ord. 972, 5-13-1985) (Ord. 1390, 3-29-2010)

302.08: CONDITIONS OF LICENSE:

Every license is subject to the conditions in the following subsections and all other provisions of this chapter and any other applicable ordinance, state law or regulation:

A. Licensee's Responsibility: Every licensee is responsible for the conduct of licensee's place of business and the conditions of sobriety and order in it. The act of any employee on the licensed premises, authorized to sell intoxicating liquor there, is deemed the act of the licensee as well and the licensee shall be liable to all penalties provided by this chapter and the law equally with the employee.
B. Inspections: Every licensee shall allow any peace officer, health officer or properly designated officer or employee of the city to enter, inspect and search the premises of the licensee during business hours without a warrant.
C. Manager and Server Training: With the exception of temporary on-sale licenses issued pursuant to Section 302.02, subparts k and l, all licensees and their managers, and all employees or agents employed by the licensee that sell or serve alcohol, shall complete, to the City's satisfaction, a city approved or provided liquor licensee training program. Both the City's approval of the training and the required training shall be completed:
1. Prior to licensure or renewal for licensees and managers, or
2. Prior to serving or selling for any employee or agent, and
3. Every year thereafter unless probationary extension is granted for hardship reasons.
All licensees shall maintain documentation evidencing that this provision has been met, and produce such documentation as part of each application for licensure or renewal and upon reasonable request made by a peace officer, health officer or properly designated officer or employee of the city pursuant to the inspections provision noted above. An applicant's or licensee's failure to comply with this provision in its entirety is sufficient grounds for denial or non-renewal of a requested license. (Ord. 1243, 11-27-2000) (Ord. 1390, 3-29-2010)

302.09: HOURS OF SALE:

The hours for the sale of intoxicating or non-intoxicating liquor for consumption on the premises shall be those allowed under Minnesota Statute §340A.504. On-Sale brewer taprooms shall be limited to the hours of 8:00a.m. – 10:00p.m., Sunday through Saturday. (Ord. 1428, 7-16-12)

302.10: EVACUATION OF ON-SALE ESTABLISHMENTS:

A. Thirty Minute Restriction: All patrons of an on-sale establishment selling intoxicating liquor or non-intoxicating malt liquor must vacate the premises within 30 minutes of the termination of sales by Minnesota Statute §340A.504. Any patron who remains on the licensed premises or any licensee or licensee's employee who allows a patron to remain on the licensed premises beyond the 30 minute limit is in violation of this subsection. (Ord. 1056, 3-16-1989) (Ord. 1290, 8-11-2003)
B. Extension of Restriction for Sale of Food: If an on-sale establishment remains open for the sale of food beyond the 30 minute evacuation limit, all intoxicating liquor and non-intoxicating malt liquor must be secured within the 30 minute limit in such a manner as to prevent consumption. Any patron who consumes intoxicating liquor or non-intoxicating malt liquor on the licensed premises or any licensee or employee of licensee who allows such consumption or allows intoxicating liquor or non-intoxicating malt liquor to remain unsecured on the licensed premises beyond the 30 minute limit is in violation of this subsection. (Ord. 1056, 3-16-1989)

302.11: SALE OUTSIDE OF STRUCTURE ON LICENSED PREMISES:

The sale of wine and intoxicating liquors, pursuant to any of the licenses issued in accordance with this chapter, shall be limited to sale and consumption inside of a structure on the licensed premises, unless the licensee applies for and receives permission from the City Council for sale and consumption outside of a structure on the licensed premises by an endorsement to the license. Issuance of an outside sale and consumption endorsement shall be accomplished as follows:

A. Application: The licensee shall make written application using forms provided by the city and there shall be a nonrefundable application fee of twenty five dollars ($25.00) at the time of making application.
B. Notice: The owners of all property adjacent to the licensed premises will be given written notice of the fact that such an application has been made and of the date and time of the City Council meeting at which the application will be considered by the City Council.
C. Endorsement: The City Council may, in its discretion, issue such an endorsement or refrain from issuing such an endorsement and may impose conditions to the endorsement such as, but not limited to, screening, time of day limitations and noise limitations. (Ord. 972, 5-13-1985)

302.12: ON-SALE OF INTOXICATING MALT LIQUOR:

The holder of an on-sale wine license who is also licensed to sell non-intoxicating malt liquor and whose gross receipts are at least 60% attributable to the sale of food may sell intoxicating malt liquor at on-sale without an additional license. (Ord. 1021, 9-28-1987)

302.13: OFF-SALE LICENSE REGULATIONS:

In addition to the other requirements of state law or this chapter, the following regulations are applicable to off-sale intoxicating liquor licenses:
A. Number of Off-Sale Liquor Licenses:
   1. The number of Off-sale Liquor Licenses which may be issued is 10.
   2. The number of Off-sale Brewery Malt Liquor Licenses is not limited.

(Ord. 1406, 4-25-2011)

B. Use of License: If a license is not used within one year, the license shall automatically terminate.

C. Size of Premises: A licensed premises shall have at least 1,600 square feet of sales floor space including sales coolers and excluding walk-in storage coolers.

D. Considerations: In addition to the other requirements of this chapter and applicable state law in determining whether or not to issue an off-sale license for a particular premises, the City Council shall consider all relevant factors relating to the health, safety and welfare of the citizens of the city such as, but not limited to, effect on market value of neighboring properties, proximity to churches and schools and effect on traffic and parking.

E. Delivery of Alcoholic Beverages; Identification Required: A person authorized to serve, sell, or deliver alcoholic beverages must determine through legitimate proof of identification that all deliveries of wine, beer, and alcoholic beverages are accepted only by eligible persons who are 21 years of age or older.

F. Delivery Records: Upon any delivery of alcoholic beverages off the licensed premises, the seller, purchaser, and delivery recipient (if other than the purchaser) must sign an itemized purchase invoice. The invoice shall detail the time, date, and place of delivery. The licensee must retain the delivery records for a period of one year. The records shall be open to inspection by any police officer or other designated officer or employee of the city at any time. (Ord. 1243, 11-27-2000)

302.14: PROHIBITED CONDUCT:

A. Policy: Certain acts or conduct on premises licensed pursuant to this chapter or licensed pursuant to Minnesota statutes, chapter 340A, are deemed contrary to public welfare and are prohibited and no license issued pursuant to this chapter or licensed pursuant to Minnesota statutes, chapter 340A, may be held or maintained where such acts or conduct is permitted. (Ord. 808, 11-21-1977)

B. Prohibited Conduct: The prohibited acts or conduct referred to in subsection A of this section are:

1. The employing or use of any person in the sale or service of beverages in or upon the licensed premises where such person is unclothed or in such attire, costume or clothing as to expose to view any portion of the female breast below the top of the areola or any portion of the pubic hair, anus, cleft of the buttocks, vulva or genitals.

2. The employing or use of the services of any host or hostess while such host or hostess is unclothed or in such attire, costume or clothing as described in subsection B1 of this section.

3. The encouraging or permitting of any person on the licensed premises to touch, caress or fondle the breasts, buttocks, anus or genitals of any other person.

4. The permitting of any employee or person to wear or use any device or covering exposed to view which simulates the breast, genitals, anus, pubic hair or any portion thereof.

5. The permitting of any person to perform acts of or acts which simulate:

a. With or upon another person, sexual intercourse, sodomy, oral copulation, flagellation or any sexual acts which are prohibited by law.

b. Masturbation or bestiality.

c. With or upon another person the touching, caressing or fondling of the buttocks, anus, genitals or female breast.

d. The displaying of the pubic hair, anus, vulva, genitals or female breasts below the top of the areola.

6. The permitting of any person to use artificial devices or inanimate objects to depict any of the prohibited activities described in subsections B5a through B5d of this section.
7. The permitting of any person to remain in or upon the licensed premises who exposes to public view any portion of his or her genitals or anus.
8. The permitting or showing of film, still pictures, electronic reproductions or other reproductions depicting:
    a. Acts or simulated acts of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual acts which are prohibited by law.
    b. Any person being touched, caressed or fondled on the breast, buttocks, anus or genitals.
    c. Scenes wherein a person displays the vulva, or the anus or the genitals.
    d. Scenes wherein artificial devices or inanimate objects are employed to depict, or drawings are employed to portray, any of the activities described in subsections B1 through B7 of this section.

C. Revocation of License: Any license issued pursuant to this chapter, licensed pursuant to Minnesota statutes, chapter 340A, shall be revoked if any of the acts of conduct described in this section occur on the licensed premises. (Ord. 808, 11-21-1977; amd. 1995 Code)

302.15: CIVIL PENALTY:

A. Penalty For Noncompliance: In addition to any criminal penalties which may be imposed by a court of law, the City Council may suspend a license for up to 60 days, may revoke a license and/or may impose a civil fine on a licensee not to exceed $2,000.00 for each violation on a finding that the license holder or its employee has failed to comply with a statute, rule or ordinance relating to alcoholic beverages, non-intoxicating malt liquor or wine.

B. Minimum Penalty: The purpose of this section is to establish a standard by which the City Council determines the civil fine, the length of license suspensions and the propriety of revocations, and shall apply to all premises licensed under this chapter. These penalties are presumed to be appropriate for every case; however, the council may deviate in an individual case where the council finds that there exist certain extenuating or aggravating circumstances, making it more appropriate to deviate, such as, but not limited to, a licensee's efforts in combination with the state or city to prevent the sale of alcohol to minors or, in the converse, when a licensee has a history of repeated violations of state or local liquor laws. When deviating from these standards, the council will provide written findings that support the penalty selected. When a violation occurs, the staff shall provide information to the City Council to either assess the presumptive penalty or depart upward or downward based on extenuating or aggravating circumstances. The staff shall notify the licensee of the information being considered and acted upon by the City Council.

(1) Except as otherwise provided in this Chapter, the following violations will subject the licensee to the following administrative penalties:

OFF SALE - Type of Violation	**1st Violation**	**2nd Violation**	**3rd Violation**	**4th Violation**
Sale of alcoholic beverage to a	$1,000 and	$2,000 and	$2,000 and	Revocation

person under the age of 21	0 day suspension	3 day suspension	7 day suspension	
Sale of alcoholic beverage to an obviously intoxicated person	$1,000 and 1 day suspension	$2,000 and 3 day suspension	$2,000 and 7 day suspension	Revocation
Refusal to allow City inspectors or police admission to premises	$1,000 and 3 day suspension	$2,000 and 7 day suspension	Revocation	N/A
After hours sale, possession by a patron or consumption of alcoholic beverages	$1,000 and 3 day suspension	$2,000 and 7 day suspension	Revocation	N/A
Illegal gambling on premises	$1,000 and 3 day suspension	$2,000 and 7 day suspension	Revocation	N/A
Sale of alcoholic beverages while license is under suspension	30 day suspension	Revocation	N/A	N/A
Commission of a felony related to licensed activity	Revocation	N/A	N/A	N/A

(Ord. 1408, 5-16-2011)

ON SALE & 3.2 - Type of Violation	**1st Violation**	**2nd Violation**	**3rd Violation**	**4th Violation**
Sale of alcoholic beverage to a person under the age of 21	$1,000 and 1 day suspension	$2,000 and 5 day suspension	$2,000 and 15 day suspension	Revocation
Sale of alcoholic beverage to an obviously intoxicated person	$1,000 and 1 day suspension	$2,000 and 5 day suspension	$2,000 and 15 day suspension	Revocation
Failure of an on-sale licensee to take reasonable steps to prevent a person from leaving the premises with an alcoholic beverage (on-sale allowing off-sale)	$1,000 and 1 day suspension	$2,000 and 5 day suspension	$2,000 and 15 day suspension	Revocation
Refusal to allow City inspectors or police admission to premises	$1,000 and 7 day suspension	$2,000 and 14 day suspension	Revocation	N/A
After hours sale, possession by a patron or consumption of alcoholic beverages	$1,000 and 7 day suspension	$2,000 and 14 day suspension	Revocation	N/A
Illegal gambling on premises	$1,000 and 7 day suspension	$2,000 and 14 day suspension	Revocation	N/A
Sale of alcoholic beverages while license is under suspension	60 day suspension	Revocation	N/A	N/A
Sale of intoxicating liquor with only 3.2 percent malt liquor license	Revocation	N/A	N/A	N/A
Commission of a felony related to licensed activity	Revocation	N/A	N/A	N/A

(Ord. 1408, 5-16-2011)

(2) Any prior violation that occurred more than 36 calendar months immediately preceding the most current violation will not be considered in determining successive violations.
(3) In addition to the administrative penalties identified above, the city may in appropriate circumstances choose to not renew a license at the end of its current term for non-compliance with any provision of this Chapter or for any other reason allowed by law.
(Ord. 1390, 3-29-2010) (Ord. 1422, 11-28-2011)

C. Hearing and Notice: If, after considering the staff's information, the City Council proposes to suspend, revoke or not renew a license, the licensee shall be provided written notice of the City Council's proposed action and shall be given the opportunity to request a hearing on the proposed penalty by providing the City a written notice requesting a hearing within ten days of the mailing of the notice of the City Council's proposed action. The notice of the proposed action of the City Council shall state the reasons for such suspension, revocation, or non-renewal and the action the City Council proposes to take, shall inform the licensee of the right to request a hearing prior to the action being final, and shall inform the licensee of the date the City Council's proposed action will be considered a final decision if a hearing is not requested. Any hearing, if requested, will be conducted in accordance with Minnesota statutes section 340A.415 and sections 14.57 to 14.69 of the Administrative Procedures Act ("APA"). If a hearing is requested, the licensee shall be provided a hearing notice at least ten days prior to the hearing, which shall state the date, time and place of the hearing and the issues involved in the hearing. An independent hearing officer shall be selected by the City Council to conduct the hearing and shall make a report and recommendation to the City Council pursuant to the provisions of the APA. The City Council shall consider the independent hearing examiner's recommendation and issue its final decision on the suspension or revocation. (Ord. 1243, 11-27-2000; Ord. 1280, 3-31-03) (Ord, 1336, 5-08-2006) (Ord. 1422, 11-28-2011)

Mayor Roe clarified that the original purpose of the City Council majority in pursuing the bond issue without referendum was an effort to save public money. Mayor Roe noted that it was not the City's intent or choice to bring litigation or file appeals, at the last date possible, to delay the process.

Councilmember McGehee opined that, from the very beginning and at no cost to taxpayers, a referendum could have been pursued; and further opined that by choosing not to pursue that option, it was clear that the City had not saved any money at all, since bond rates had now increased. Councilmember McGehee noted that she would have to agree to disagree with the City Council majority, including Mayor Roe.

Mayor Roe opined that the costs incurred by the City were specific to the continued or threat of litigation of a group of citizens filing in order to seek a referendum; and stood by the City Council majority's decision to save money; and noted the consequences now being realized based on the choices one group of citizens had made.

Pust moved, Willmus seconded, a motion to call the question.

Roll Call
Ayes: Pust; McGehee; Willmus; Johnson; and Roe.
Nays: None.

Roll Call (original motion)
Ayes: Pust; McGehee; Willmus; Johnson; and Roe.
Nays: None.

9. General Ordinances for Adoption

10. Presentations

11. Public Hearings

a. Brewery Tap Room License Ordinance
Finance Director Chris Miller briefly reviewed the requested action detailed in the RCA dated July 16, 2012; and new category created by the City Council in April of 2011 for off-sale liquor licenses to accommodate the unique retailing venue of breweries/brew pubs. However, Mr. Miller noted that current City Code did not allow for consumption of alcohol on the premises without an accompanying food sales requirement, even using the City's authority to establish an on-sale brewer taproom, under MN State Statute 340A.301, subd. 6b.

Mr. Miller noted that this request had been prompted by Pour Decisions in seeking such a license for their small-production brewing operation at 1744 Terrace Drive. Mr. Miller advised that additional information had been received by staff today from Pour Decisions, and forwarded to City Councilmembers and available for the public, specific to their preferred hours of operation.

Mayor Roe, and Councilmembers Johnson and Willmus asked for a copy of that input, since they did not have one available.

Councilmember Willmus noted, in an earlier call by him today to staff, suggested that hours of operation as outlined by Pour Decision representatives may be hard for the City to administer and/or enforce; and questioned if hours laid out by staff from the City's perspective may be more appropriate.

Mr. Miller noted that the Police Department was called upon for administration and enforcement of this type of license; and advised that he had not had an opportunity to touch base with Police Chief Mathwig before tonight's meeting to receive his input on the suggested hours submitted by Pour Decisions. Mr. Miller suggested that it would be easier to have more consistency from day to day or midweek hours versus weekend for the City's regulatory capacity role.

At the request of Councilmember Johnson, Mr. Miller concurred that specific hours set by the City would not preclude Pour Decisions from closing earlier on weekdays than weekends.

Mayor Roe noted the different categories of brewer licenses based on per barrel (subd. D) limiting the hours of operation, with this category specifically addressing fewer than 3,500 barrels and solely for consumption at the licensed premises. Mayor Roe noted that currently consumption could take place at a restaurant without City action, but this application was specific for a taproom without food sales.

Councilmember McGehee questioned then number of gallons anticipated to be produced by Pour Decisions that would determine which category they came under.

Mr. Miller suggested questions be addressed to the applicant representatives present in the audience, noting that their off-sale license, under State Statute, was already in place that limited their capacity.

Mayor Roe opened the Public Hearing at approximately 7:11 p.m. and invited the applicant to come forward to respond to questions of the City Council.

<u>Applicants</u>

B. J. Hawe

Mr. Hawe advised that taprooms are popular brewery destinations across the county; and advised that they were fine with more consistent hours. Mr. Hawe noted that they would not operate to the extent of the proposed hours on weekdays, since their main interest is in running a brewery, with no intention of operating a night club.

Chris Denglin
Mr. Denglin concurred with Mr. Hawe, noting that their intent of putting forth the hours were to serve as talking points for the City Council and not set in stone from their perspective. Mr. Denglin advised that the hours were provided after exhaustive research by him and Mr. Hawe on various business models. Mr. Denglin emphasized that their main business and interest was as a brewery, not as a pub. Mr. Denglin noted that to operate other than intended, it would change tax status and their ability to sell growlers as related to the pint laws and number of barrels.

Mr. Denglin reviewed several points:

1) Per state law, the only product that can be sold is what is brewed on site.
2) From various brewery models and start ups of breweries, smaller taprooms are more frequent; however, they chose a larger business model based on the number of batches and time to brew them, with this model providing a greater return on their time and investment. Mr. Denglin suggested that limiting square footage or size of a building would not impact them, while they would prefer no such limitations.
3) Regarding music, Mr. Denglin recognized the City's intent to differentiate dance and/or night clubs from this use. Mr. Denglin noted that this use is intended specifically as a brewery, not a dance club, even thought guests may be invited to play music for special events (e.g. Oktoberfest), but the music is meant for fun, not to get around any other City rules. Mr. Denglin advised that they would be amenable to the City stipulating about amplified or non-amplified music restrictions.
4) Regarding hours, Mr. Denglin reiterated their intent in submitted proposed hours as talking points; and advised that they were open to the City Council's ruling on hours. Mr. Denglin suggested that if the Police Department was aware of their daily closing time, it would obviously be easier for them to enforce. As far as opening any earlier than they suggested, Mr. Denglin advised that they had no intent of opening any earlier.

Councilmember McGehee suggested hours of operation from 12:00 Noon to 10:00 p.m., and questioned if that would satisfy their business model and any future expansion without returning to the City Council for further action.

Mr. Denglin advised that the only issue for them would be with tours on Sundays, and longer hours on Saturdays, since operations on Sunday were restricted by State Statute for off-sale on Sunday.

Mr. Hawe noted that the main intent is to get people on site to purchase growlers, and with limited hours on Sunday, they preferred extended hours on Saturday. While being able to work with the suggested hours by Councilmember McGehee, Mr. Hawe suggested hours for Saturday from 10:00 am to 10:00 p.m. to accommodate and encourage more foot traffic.

Councilmember Willmus questioned if the City Council wanted to adopt a set of hours specifically amenable to this applicant, or adopt hours generically for this and other future potential breweries.

Mayor Roe recognized that as a perfect discussion for City Council consideration.

Councilmember Willmus opined that the City Council define the hours for administration and enforcement under this new license category rather than relying solely on the current applicant's preference.

Councilmember McGehee clarified that it was not her intention to be specific as to this applicant; but her intent was to come up with hours that would work for the applicant as well as the City. Given her lack of information on taprooms in general, Councilmember McGehee asked if the suggested hours were within a range that the applicant could work with.

Mr. Hawe advised that they were within that range.

Mayor Roe questioned the applicant's role in wholesale sales; with the applicant responding that they could deliver kegs themselves; however, they were already working with and intended to contract for distribution by a wholesaler.

Mr. Denglin advised that while they had the ability to deliver themselves, they wanted to concentrate on brewing, not delivery.

Public Comment

Patrick Schmidt, 1140 Autumn Street
Mr. Schmidt provided his credentials as a Professor of Political Science and Government Regulations, and as a "designer beer fan," he was familiar with alcohol licensing across states. Mr. Schmidt offered his thanks to the City Council for their flexibility in considering this type of license, and opined that it was nice to see this moving forward. Mr. Schmidt opined that this was a great form of tourism and craft artistry, as well as a great opportunity for economic development in the community. Mr. Schmidt opined that it served as good credit to the City Council.

Gary Grefenberg, 91 Mid Oaks Lane

Mr. Grefenberg spoke in support of this application; and encouraged the City Council to support it.

John Muir, 6914 Nicollet Avenue, Richfield, MN
Mr. ___ spoke in support of this endeavor in Roseville.

June Kassam, 216 Territorial Road, Blaine, MN
Ms. Kassam spoke in support of this endeavor in Roseville; providing another social event and opportunity for those interested in this craft.

Tony Kutzke, 1740 Nebraska Avenue, St. Paul, MN
Mr. ____ spoke in support of this endeavor in Roseville; providing a great connection with the public, and bringing additional people into Roseville.

Kim Luke, 1488 Cumberland Street, St. Paul, MN
Ms. Luke spoke in support of this endeavor in Roseville, noting that the quality of water is a consideration in choosing a site, a compliment to Roseville.

Vivian Ramalingam, 2182 Acorn Road
Ms. Ramalingam spoke in support of this; noting the history of her family in craft beers and Trappist Monk breweries. Ms. Ramalingam stated "bravo" to the City Council for bringing this to Roseville and thanked them for their efforts. Ms. Ramalingam opined, from her experience, that people come to these establishments for tasting of fine beer and wine, with no food served other than used to cleanse the pallet, and not defined as drinking establishments, but rather as tasting events.

Rick Poeshel, Midland Condominiums, Roseville
Mr. Poeshel noted the exception for this type of license not being required to serve food or have a restaurant. Mr. Poeshel questioned why this applicant didn't fall under current rules and regulations, opining that there must have been a good reason for the original law when passed for liquor and food to be served together. Mr. Poeeshel asked that the City Council take that into consideration in their decision-making.

Jason Siverson, 15350 Xkimo St. NW, Ramsey, MN
Mr. Siverson stated that he looked forward to this as a destination for craft beer sampling in the area, and looked forward to seeing it proceed in Roseville.

Mayor Roe closed the Public Hearing at approximately 7:32 p.m.

12. Business Items (Action Items)

a. Consider Brewery Tap Room License Ordinance

Councilmember Johnson noted that, since only one applicant was heard at this time, he personally didn't want to limit licensing hours to that establishment, and suggesting broadening the time from 11:00 a.m. to 11:00 p.m., with the understanding that the earlier start may not be a preference on a weekday, but could be more beneficial on the weekend and prevented the applicant from having to return to the City Council for a request for revised hours.

Mayor Roe noted that staff's suggestion was to reference hours for these establishments consistent with that of State Statute for off-sale establishments.

Finance Director Miller clarified that staff's recommendation was prior to hearing from the applicant about Sundays as well.

Councilmember McGehee opined that she had no problem with the hours; however, in her review of the applicant's materials, she found few business models open until 11:00 p.m., and personally preferred 10:00 p.m. closing. Councilmember McGehee noted that this seemed a more common time in the materials supplied, and yet shouldn't provide any hardship for the applicant. Councilmember McGehee opined that she preferred hours of operation 10:00 a.m. to 10:00 p.m.

After further thought, Councilmember Johnson questioned if a licensee could even sell a growler after 10:00 p.m., and reverted to closing time of 10:00 p.m. instead of his original suggestion of 11:00 p.m.

Relative to on-sale, Mr. Miller noted that this allowed some differentiation.

Mayor Roe, in his review of sample establishments provided by the applicant, noted that nine (9) establishments were open until 11:00 p.m. or later at least some night of each week. Mayor Roe noted that he didn't see any starting earlier, but for consistency and comparison purposes, noted that on-sale establishments with restaurants could begin selling alcohol as early as 8:00 a.m.

Regarding the off-sale component, Councilmember Johnson advised that he was more supportive of the 10:00 a.m. to 10:00 p.m. range, since it would be easier for the City's Police Department to monitor and enforce, avoiding any potential that they could or could not continue selling growlers between 10:00 – 11:00 p.m. Councilmember Johnson suggested that the 10:00 p.m. cut-off seemed more concise.

Mr. Denglin advised that an establishment, per State Statute, had to personally ensure that any person having a growler was to be off-site by 10:00 p.m.

Mayor Roe observed that this would help to maintain enforcement of that issue.

Councilmember McGehee opined that, since this is a new business, but the City Council was attempting to be uniform in its policy with the potential of more taprooms coming into Roseville, it seemed that having an operating window from 8:00 a.m. to 10:00 p.m. should provide enough time to accommodate customers and the applicant for this business plan. Councilmember McGehee opined that this provided a more concise schedule for Police Department enforcement as will through a uniform effort.

At Mayor Roe's prompting, individual Councilmember input for hours of operation at this point was as follows: 10:00 a.m. to 10:00 p.m. (Councilmember Johnson) and8:00 a.m. to 10:00 p.m. per State Statute (Councilmember Willmus). Councilmember Johnson compromised and concurred with the suggested hours of operation of Councilmember Willmus in accordance with State Statute: 8:00 a.m. to 10:00 p.m.

Mayor Roe declared a consensus for hours of operation from 8:00 a.m. to 10:00 p.m.

Regarding seating capacity regulations or square footage restrictions presented by Mayor Roe, Councilmember McGehee opined that she saw no need for any restrictions.

Councilmember Johnson, related to seating capacity stipulations, opined that he was leaning toward having no restrictions, since it was indicated in the business model to get people in and out as fast as they could and not encourage loitering. Councilmember Johnson questioned what enforcement controls the City would have in that regard anyway.

Mayor Roe concluded a consensus that the City ordinance would have no capacity and/or square footage restrictions.

Regarding dancing, Councilmember McGehee opined that her only concern would be in any potential disturbance for other residential or business property around an establishment, even though the location of this establishment created a non-applicable situation.

Councilmember Pust spoke in opposition to having any regulation regarding dancing or music, opining that she couldn't remember the City having to address such a problem in the past, and questioning the role of government in getting involved in such an issue in the first place, by dictating a decibel level or play list.

Mayor Roe noted that the City had a noise ordinance that should address any potential problems.

Councilmember Pust concurred.

Mayor Roe asked Mr. Miller, in existing liquor code requirements (Section 302.11) related to sales outside a structure on licensed premises (e.g. patios) whether they would have to meet city code noise requirements.

Mr. Miller responded affirmatively, that this would be a secondary approval.

Also, regarding City Code (Section 302.10) and evacuation of establishments within thirty (30) minutes past closing time, Mayor Roe questioned if that would apply to taprooms as well, with Mr. Miller concurring that it seemed an implicit part of the ordinance already and needed no further stipulations.

Mayor Roe suggested, with concurrence by Councilmember Johnson, that the hours of sale of 8:00 a.m. to 10:00 p.m. should be also be incorporated into Sections 302.09, referencing State Statute 348.504.

Johnson moved, McGehee seconded, enactment of Ordinance No. 1428 (Attachment A) entitled, "An Ordinance Amending Title 3, Section 302, Liquor Control;" establishing an on-sale brewer taproom liquor license category; *amended as follows:*
Additional language in section 302.02, Paragraph F, Item 1: "The requirements of Section 302.10 of this chapter shall also apply to the brewery taproom closing time." and in Section 302.09, brewery taproom hours of ale and operations shall be limited to 8:00 a.m. to 10:00 p.m. seven (7) days per week.

Roll Call
Ayes: Pust; McGehee; Willmus: Johnson; and Roe.
Nays: None.

At the request of Councilmember Johnson as to Pour Decisions' intended opening, Mr. Denglin responded that it was their hope to open by the Minnesota State Fair; and advised they would be providing notice of that opening.

b. Authorize the City Attorney to File an Objection to the Rice Street Interchange Project Community Requested Facilities Surcharge (CRFS) with the Public Utilities Commission

Public Works Director Duane Schwartz provided background and expanded on the RCA dated July 16, 2012 regarding the status of Xcel Energy's Community Requested Facilities Surcharge (CRFS) for the Rice Street Interchange Project and Cities of Roseville and Little Canada objections to the Public Utilities

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 12/08/2014
Item No.: 12.a

Department Approval

City Manager Approval

Item Description: Consider Adopting a Final 2015 Tax Levy and Budget

BACKGROUND

State Statute requires all cities in excess of 2,500 in population, to adopt a final tax levy and budget by December 30th for the upcoming fiscal year. The final levy amount must not exceed the preliminary levy that was established in September. However, the Council has discretion in modifying the budget at any time.

At the September 8, 2014 City Council meeting, the Council adopted a 2015 preliminary, not-to-exceed tax levy, however there was no formal action regarding the budget. A summary is presented below.

2015 Tax Levy & Levy Impact

The 2015 preliminary tax levy is $18,659,050, an increase of $655,329 or 3.6%. A summary of the increase is shown in the table below, as well as in *Attachment D*.

2014 Tax Levy	$	18,003,721
2015 Levy Reductions		
Supplies, materials, contractual services	$	(57,080)
Contribution to Fire Relief Association		(11,000)
Debt Service		(220,000)
Change in non-levy revenue sources		(102,921)
Total Levy Reductions	$	(391,001)
2015 Levy Additions		
Supplies, materials, contractual services	$	175,830
Employee cost-of-living-adjustment		177,135
Employee wage step increases		129,000
Employee position changes/reorg.		101,865
PERA pension increases		67,000
Capital replacements		220,000
Funding to eliminate use of reserves (partial)		175,500
Total Levy Additions	$	1,046,330
Net Levy Change	$	655,329
2015 Tax Levy	$	18,659,050
% Increase		*3.6%*

As shown above, the tax levy is scheduled to increase by 3.6% in 2015. If we exclude the amount set aside to eliminate the use of cash reserves, the increase would be 2.7%.

For a median-valued home that experiences an 11% valuation increase (citywide average), the tax impact will be $6.54 per month, an increase of 10%. If we exclude the amount set aside to eliminate the use of cash reserves, the impact would be $5.78 per month or 9%.

A Summary of the 2015 Tax Levy by Fund is presented below

2015 Tax Levy Summary

Fund / Program	2014	2015	$ Increase (Decrease)	% Increase (Decrease)
Operations				
General Fund Programs	$ 10,432,506	$ 10,912,700	$ 480,194	4.6%
Parks & Recreation - Programs	1,055,215	1,041,930	(13,285)	-1.3%
Parks & Recreation - Maintenance	1,020,000	1,208,420	188,420	18.5%
Pathways & Parking Lots Maintenance	150,000	155,000	5,000	3.3%
Boulevard Landscaping	60,000	60,000	-	0.0%
	12,717,721	13,378,050	660,329	5.2%
Vehicles & Equipment Replacements				
General Vehicle Replacements	725,000	665,000	(60,000)	-8.3%
General Equipment Replacements	549,000	549,000	-	0.0%
IT Equipment Replacement	200,000	250,000	50,000	25.0%
	1,474,000	1,464,000	(10,000)	-0.7%
Facility Improvements				
General Facility Replacement	47,000	122,000	75,000	159.6%
	47,000	122,000	75,000	159.6%
General Infrastructure Improvements				
Park Improvement Program	40,000	40,000	-	0.0%
Pavement Management Program	-	160,000	160,000	n/a
Street Lighting Replacement	25,000	15,000	(10,000)	-40.0%
	65,000	215,000	150,000	230.8%
Debt Service				
Street Replacement	310,000	150,000	(160,000)	-51.6%
City Hall, PW (Begin '04)	825,000	765,000	(60,000)	-7.3%
Ice Arena ('09)	355,000	355,000	-	0.0%
Fire Station, Park Renewal I ('13)	835,000	835,000	-	0.0%
Park Renewal Phase II-A ('13)	815,000	815,000	-	0.0%
Park Renewal Phase II-B ('14)	560,000	560,000	-	n/a
	3,700,000	3,480,000	(220,000)	-5.9%
Total Levy	$ 18,003,721	$ 18,659,050	$ 655,329	3.640%

2015 Preliminary Budget

The 2015 Budget as currently amended is $52,045,290. The Budget for the tax-supported programs is $26,055,340, an increase of $1,332,055 or 5.4% *including* capital-related expenditures. If we exclude capital items, the spending increase is only $608,485 or 2.5%.

Spending increases in the tax-supported programs is detailed below and in *Attachment D.*

2014 Operating Budget		$ 24,723,285
2015 Budget Reductions		
	Supplies, materials, contractual services	$ (57,080)
	Contribution to Fire Relief Association	(11,000)
	Debt Service	(220,000)
	Total Budget Reductions	$ (288,080)
2015 Budget Additions		
	Supplies, materials, contractual services	$ 251,430
	Employee cost-of-living-adjustment	203,135
	Employee wage step increases	168,000
	Employee position changes/reorg.	174,000
	PERA pension increases	100,000
	Capital replacements	723,570
	Total Budget Additions	$ 1,620,135
Net Budget Change		$ 1,332,055
2015 Operating Budget		$ 26,055,340
	% Increase	*5.4%*

Again, the operating budget (*including capital replacements*) is scheduled to increase by 5.4% in 2015. If we exclude capital replacements, the increase is only 2.5%. It should be noted that capital replacement expenditures can fluctuate widely from year-to-year. They are depicted above because they will require a formal budget appropriation from the Council.

As noted above, the 2015 Operating Budget for the tax-supported programs relies on $175,500 in cash reserves to achieve a balanced budget. The use of cash reserves will be higher if the Council eliminates the 2015 tax levy designated amount set aside for reducing deficit spending.

Final Comments

City Staff recently reviewed the 2015 Proposed Budget and it appears that there could be up to $10,000 in potential funding reductions for motor fuel expense depending on final contract pricing provided by the State. It does not appear at this time that there is any other potential savings of this magnitude.

In addition, Staff will note that due to employee turnover there appears to be operational savings of approximately $200,000 in the *2014* General Fund budget. Any operational savings are retained in the General Fund and are available for future use.

These excess monies could be earmarked for tax relief in 2015. However, the Council may want to consider other potential uses such as funding for capital replacements, one-time initiatives, etc.

Finally, the Council is reminded that during the budget hearing on December 1, representatives from the Human Rights Commission came forward requesting an additional appropriation of $2,000 in the 2015 City Budget to conduct a civility forum in the community.

Staff has reviewed the proposal and feels the forum would be a worthwhile endeavor to engage citizens. If the City Council would like to fund this request, the City Manager recommends the funds come from the Communications Fund.

POLICY OBJECTIVE
Adopting a final budget and tax levy is required under Mn State Statutes.

FINANCIAL IMPACTS
See above.

STAFF RECOMMENDATION
Staff Recommends the Council adopt (or amend) the Final 2015 Tax Levy and Budget Levy as outlined in this report and in the attached resolutions.

REQUESTED COUNCIL ACTION
The Council is asked to take the following separate actions:

a) Motion to approve the attached Resolution to adopt the 2015 Final Tax Levy
b) Motion to approve the attached Resolution to adopt the 2015 Final Debt Levy
c) Motion to approve the attached Resolution to adopt the 2015 Final Budget

Prepared by: Chris Miller, Finance Director
Attachments: A: Resolution adopting the 2015 Final Tax Levy
B: Resolution adopting the 2015 Final Debt Levy
C: Resolution adopting the 2015 Final Budget
D: Council Budget Reconciliation

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

* * * * * * * * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 8th day of December, 2014 at 6:00 p.m.

The following members were present: and , and the following were absent:

Member introduced the following resolution and moved its adoption:

RESOLUTION

RESOLUTION SUBMITTING THE FINAL PROPERTY TAX LEVY ON REAL ESTATE TO THE RAMSEY COUNTY AUDITOR FOR THE FISCAL YEAR OF 2015

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Roseville, Minnesota, as follows:

The City of Roseville is submitting the following tax levy on real estate within the corporate limits of the City to the County Auditor in compliance with the Minnesota State Statutes.

Purpose	Amount
Programs & Services	$ 15,179,050
Debt Service	3,480,000
Total	$ 18,659,050

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

WHEREUPON, said resolution was declared duly passed and adopted.

State of Minnesota)
) SS
County of Ramsey)

I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 8th day of December, 2014 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 8th day of December, 2014.

____

Patrick Trudgeon
City Manager

Seal

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

* * * * * * * * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 8th day of December, 2014 at 6:00 p.m.

The following members were present:
, and the following were absent:

Member introduced the following resolution and moved its adoption:

RESOLUTION ______________

RESOLUTION DIRECTING THE COUNTY AUDITOR TO
ADJUST THE APPROVED TAX LEVY FOR 2015 BONDED DEBT

WHEREAS, the City will be required to make debt service payments on General Obligation Debt in 2014; and

WHEREAS, there are reserve funds sufficient to partially reduce the originally scheduled levy for General Obligation Series 2009A, 2011A, 2012A, and 2013A; and

WHEREAS, General Obligation Series 2008A requires a slightly higher amount; and

WHEREAS, General Obligation Series 2004 Refunding will require continued levy support to repay the internal loan used to retire the bonds early.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Roseville, Minnesota, that

The Ramsey County Auditor is directed to change the 2015 tax levy for General Improvement Debt by $139,900.95 from that which was originally scheduled upon the issuance of the bonds as follows:

Bond Issue	Originally Scheduled Levy Amount	Additions or Reductions	Certified Debt Levy
GO Refunding 2004 **	$ -	$ 150,000.00	$ 150,000.00
GO Equip Certs 2008A	354,658.50	341.50	355,000.00
GO Housing Imp 2009A	118,151.25	(118,151.25)	-
GO 2011A	836,618.70	(1,618.70)	835,000.00
GO 2012A	1,424,272.50	(49,272.50)	1,375,000.00
GO 2013A refunding	886,200.00	(121,200.00)	765,000.00
Total	$ 3,619,900.95	$ (139,900.95)	$ 3,480,000.00

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

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted.

I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 8th day of December, 2014, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 8th day of December, 2014.

____

Patrick Trudgeon
City Manager

Seal

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

* * * * * * * * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 8th day of December 2014 at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION ______________

RESOLUTION ADOPTING THE FINAL 2015 ANNUAL BUDGET FOR THE CITY OF ROSEVILLE

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Roseville, Minnesota, as follows:

The City of Roseville's Budget for 2014 in the amount of $52,045,290, of which $26,055,340 is designated for the property tax-supported programs, be hereby accepted and approved

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

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted.

State of Minnesota)
) SS
County of Ramsey)

I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 8th day of December, 2014, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 8th day of December, 2014.

____
Patrick Trudgeon
City Manager

Seal

Attachment D

Budget Proposal Reconciliation - Tax Supported Funds
(version 1 - 9/8/14)

	Total Tax-Supported ***Operating Budget*** Expenditures	Estimated Total Tax Levy Revenues	Notes:
2014 Adopted Budget/Levy:	**$24,339,400**	**$18,003,721**	
			(Generally, dollar amounts in Notes refer to BUDGET impacts, not necessarily levy impacts, unless noted.)
Subtractions proposed for 2015:			
S1. Reduced costs for one-time spending	($15,000)	($15,000)	Park & rec re-accreditation (amount assumed from $57,980 on Miller 9/8/14report)
S2. Reduced costs supplies and materials	($10,100)	($10,100)	General reductions in various operating budgets
S3. Reduced costs for contractual services	($31,980)	($31,980)	Balance of $57,980 from Miller report after subtracting assumed P & R re-accreditation amt & fire relief reduction
S4. Reduced costs for labor: position reductions/adjustments	$0	$0	
S5. Reduced costs for labor: health, insurance, & benefits	($11,000)	($11,000)	Reduced fire relief contribution, per actuarial (amount deducted from $57,980 on Miller report - taken from prev. reports)
S6. Reduced costs for debt service	($220,000)	($220,000)	Street bonds issue #25 retired ($160k); refinance city hall/pub works bonds ($60k)
S7. Reduced levy due to increased non-levy support of budget	n/a	($102,921)	Added category since 8/25 discussion (Moved from "additions" in Miller report)
S8. Reduced contributions to capital reserve funds	n/a	$0	
Total Subtractions:	($288,080)	($391,001)	
Additions proposed for 2015:			
A1. Increased costs for one-time spending	$0	$0	
A2. Increased costs of supplies and materials	$41,800	$41,800	Includes street maint. mat'ls ($24,000), motor fuel ($2,300), and other misc.supplies
A3. ncreased costs for contractual services	$209,630	$134,030	City Attorney ($17,925); dispatch ($58,185); Emerald Ash Borer ($25,000), and misc. items
A4. Increased costs for labor: Cost-of-living adjustment	$203,135	$177,135	1.4% COLA proposed for non-union ($84,035); 2% COLA included in union contracts ($119,100)
A5. Increased costs for labor: Wage steps	$168,000	$129,000	50 out of 120 tax-supported employees eligible for step increases in 2015
A6. Increased costs for labor: position additions/promotions	$174,000	$101,865	FD reorg. (6 new FT positions - $69,000); also incl. conting. for fire union contract ($32,865); and new IT Position
A7. Increased costs for labor: health, insurance, & benefits	$100,000	$67,000	Mandated contribution increase to PERA for police and fire employees and others
A8. Increased costs for debt service	$0	$0	
A9. Increased contributions to capital reserve funds	n/a	$220,000	Per CIP subcommittee and staff recommendations ($160k streets; $55k facilities; $5k pathway PMP)
A10. Make-up of use of reserves in current (and previous) years	n/a	$175,500	Used $321,000 from General Fund and $30,000 from Park & Rec Funds in 2014
Total Additions:	$896,565	$1,046,330	(reduced by $25k on 8/25, and $175K on 09/08/14)
Proposed for 2015 (before Tax Relief):	**$24,947,885**	**$18,659,050**	
Change from 2014:	$608,485	$655,329	
% change from 2014:	2.5%	3.6%	
Proposed Use of reserves for Property Tax Relief (discretionary)	**n/a**	**$0**	2013 year-end aggregate reserves were approximately $764,000 above target high-end percentage (per Fin. Comm.)
Per policy, reserves may be used for tax relief, if over target levels,			2013 year-end aggregate reserves were approcimately $1,740,000 above target mid-point percentage
or they may be allocated for other purposes or transferred to other funds.			2014 budget aggregate reserves are projected at approximately $453,000 above target high-end percentage
			2014 budget aggregate reserves are projected at approximately $1,494,000 above target mid-point percentage
Proposed for 2015 (after Tax Relief)	**$24,947,885**	**$18,659,050**	Represents a $6.54/month (10.1%) increase to the median single family property tax (from $64.86 to $71.40/month)
Change from 2014:	$608,485	$655,329	(Median single family property tax will increase 5.7% - $3.71/mo. - in 2015 if no change is made to the levy from 2014,
% change from 2014:	2.5%	3.6%	because of the greater increase to assessed single family property values for 2015 as opposed to other property types.)

REQUEST FOR COUNCIL ACTION

Date: 12/08/14
Item No.: 12.b

Department Approval

City Manager Approval

Item Description: Adopt the 2015 Final HRA Tax Levy

BACKGROUND

State Statute requires all municipalities that have levy authority over other governmental agencies to adopt a final tax levy for that agency by December 30th for the upcoming fiscal year. The Roseville HRA, while a separate legal entity, does not have direct levy authority. The City Council must adopt a levy using its authority along with a designation that the funds go to the HRA.

On August 19, 2014 the HRA formally adopted a resolution calling for a 2015 Recommended Tax Levy in the amount of $741,498, an increase of $37,919 or 5.4% over 2014. At their November 18, 2014 meeting, the HRA reduced their levy request to $703,579; the same amount as 2014.

The following table summarizes the estimated tax impact on **residential** homes, based on the HRA's *revised* 2015 tax levy request, tax base estimates provided by Ramsey County, and assuming a 11.0% increase in property valuation – the expected amount for a median valued home in Roseville.

Estimated *ANNUAL* Tax Impact - Residential 11.0% Valuation Increase

Value of Home	2014	2015	$ Increase (Decrease)	% Increase (Decrease)
166,500	26.71	28.23	1.53	5.7%
188,700	30.27	32.00	1.73	5.7%
215,340	34.54	36.52	1.97	5.7%
230,880	37.04	39.15	2.12	5.7%
251,970	40.42	42.73	2.31	5.7%
			$ 0.16	Per month

The amounts shown above are independent of the impact that results from the City's tax levy. Although the levy is unchanged from the previous year, the valuation increase will still trigger a small impact in 2015.

POLICY OBJECTIVE

Adopting a final HRA tax levy is required under State Statutes in order to make it effective the following year.

FINANCIAL IMPACTS

See above.

STAFF RECOMMENDATION

Staff Recommends the Council adopt or modify the attached resolution setting the 2015 Final HRA Tax Levy.

REQUESTED COUNCIL ACTION

Motion to adopt or modify the attached resolution establishing the 2015 Final HRA Tax Levy.

Prepared by: Chris Miller, Finance Director
Attachments: A: Resolution to adopt the 2015 Final HRA Tax Levy
B: 2015 HRA Budget Discussion from November 18, 2014

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was held on the 8th day of December, 2014, at 6:00 p.m.

The following members were present

and the following were absent:

Member ___________introduced the following resolution and moved its adoption:

RESOLUTION NO _____

A RESOLUTION SUBMITTING THE HOUSING AND REDEVELOPMENT AUTHORITY, IN AND FOR THE CITY OF ROSEVILLE, SPECIAL PROPERTY TAX LEVY ON REAL ESTATE TO THE RAMSEY COUNTY AUDITOR FOR THE FISCAL YEAR OF 2015

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Roseville. Minnesota, as follows:

The request of the Housing and Redevelopment Authority, in and for the City of Roseville, for a special levy per Minnesota Statues Section 469.033, is hereby authorized in the amount of $703,579 to be collected in 2015 for the purposes of Minnesota Statutes Section 469.001 to 469.047.

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

and the following voted against:

WHEREUPON said resolution was declared duly passed and adopted.

State of Minnesota)
) SS
County of Ramsey)

I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 8th of December, 2014 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 8th day of December, 2014.

____
Patrick Trudgeon
City Manager

Seal

Attachment B

Request for HRA Action

Date: 11-18-14
Item No: 9.a.

Director Approval:

Jeanne Kelsey

Agenda Section:

Action

Description: 2015 RHRA Budget

Requested Action

The RHRA should review the budget prepared by staff and preliminarily discussed by the RHRA Finance Subcommittee and make a recommendation on any further programming or changes the Board may want.

Budget Process

Per State Statute 469.033, subdivision 6, the RHRA must formulate and file a budget each year in accordance with the budget procedure of the City and in the same manner as the executive departments of the City.

The RHRA had originally adopted a resolution and a budget and presented it to the City Council on August 25, 2014. The full levy request of $741,498 was requested at that time. The RHRA has amended the budget based upon updated sources of funds that contribute to the operations of RHRA programs and reduced the requested levy amount accordingly. Assuming approval by the RHRA Board, the City Council will hold hearings on all elements of the budget, including the proposed RHRA levy, on December 1, 2014.

2015 RHRA Budget Details

To prepare the 2015 RHRA budget, staff used the Strategic Plan 2012 – 2016 and held discussions with the RHRA Finance Subcommittee.

According to Chris Miller, City Finance Director, the maximum levy that the RHRA originally requested for 2015 was $741,498. It is proposed that the RHRA not seek the maximum levy for 2015 budget year but request the same amount that was used in 2014 for operations, which was $703,579. This is a flat levy request for the RHRA for 2015.

The draft 2015 budget shows an estimated carryover amount of $148,404.95. This carryover can be attributed to unexpended funds in the following areas:

• Marketing/Advertising	$20,000.00
• Energy Audit Program	3,000.00
• Printing Marketing Materials	3,500.00
• Postage	500.00
• BR&E Professional Services	2,500.00
• Outreach to Existing Businesses	7,500.00
• New BR&E Programming	24,000.00

- Staff Savings from Management Change $21,000.00
- Attorney Fees 10,000.00
- Unused Reserves 48,404.95
- Home & Garden Fair (these expenditures will occur in early 2015) 8,000.00

$148,404.95

These programs will be continued or expanded in 2015:

- ***Living Smarter Home and Garden Fair:*** Budget reflects the cost to continue the same marketing approaches that were put in place in 2009. The cost for the Fair ($21,000), is offset by booth and sponsorship fees of $15,000.
- ***Housing Replacement Program:*** Budget reflects funds being set aside to purchase homes that are obsolete or have become neglected. This is based upon interest of willing sellers ($200,000). These funds are moved to the 724 account at the end of the year.
- ***Multi-family Program:*** Budget reflects additional funds being set aside for a revolving acquisition and loans for Multi-family housing ($250,000). These funds are moved to the 724 account at the end of the year. The HRA has used funds in the past to acquire property identified in its work plan.
- ***Contract with Housing Resource Center***: Budget is for construction services of ($14,000).
- ***Green Award Program***: Budget is for awards ($850).
- ***Energy Efficiency Program:*** Budget provides funds for 200 energy audits for Roseville residents ($12,000).
- ***Advertising and Printing:*** Budget reflects cost for materials that promote the RHRA and its programs to Roseville residents along with the *Green Remodeling Plan Book*. Since the City's new web design will address many of the reasons LivingSmarter.org was developed, there is a need to look at modifying the website to host just the *Green Remodeling Plan Book* ($20,000). The budget also has printing costs of ($6,500), and postage costs of ($1,500).
- ***BR&E Consultant/Intern:*** Budget is for the RHRA to contract with a consultant/intern to work on the Business, Retention and Expansion program ($10,000).
- ***Outreach to Existing Businesses:*** Budget is used to engage businesses in discussions related to what their needs are, business educational outreach opportunities, and the bi-monthly newsletter ($10,000).
- ***Business Educational Series:*** Budget is in partnership with the St. Paul Area Chamber of Commerce. The HRA pays for up to 40 Roseville Businesses to attend the quarterly education series ($5,000).
- ***General HRA Expenditures:*** Budget is decreased to reflect the changes in staffing. This does include step increases and cost of living for 2015. (Jeanne @ 40 hours per week, Jane @ 20 hours per week, Sheila @ 5hrs a month) ($147,000) and ($2,000).
- ***Attorney Services:*** Expenditures are for HRA attorney services have been kept at same dollar amount to reflect additional work that the HRA will be doing in 2015 ($15,000).
- ***Fiscal/Overhead Fee:*** Budget reflects 5% fee of the HRA General Expenditures for Financial Services ($8,997).

- ***Education/Training/Conferences:*** Budget reflects opportunities for staff to attend conferences or attend workshops that would benefit the RHRA and has increased by $500 from 2014 ($2,500).
- ***Training/Conferences for Board Members***: Budget pays for attending seminars, conferences and training ($1,000).
- ***Other Services and Charges:*** Budget reflects the amount that the RHRA pays for phone, supplies, software, meeting materials, and membership subscriptions ($3,500).

In 2015, the following program will be budgeted for:

- ***Rental Licensing Quarterly Management/Owner:*** Budget is for educational meetings ($2,000).
- ***First Time Home Buyer Educational Series:*** Budget pays for outreach to potential first-time homebuyers ($1,000).
- ***Neighborhood Enhancement Program:*** Budget reflects costs associated with seasonal staffing that is shared with the Rental Licensing program ($33,200) and printing/mailing of materials ($4,205).
- ***Rental Registration Program Review:*** Budget reflects funds to review and update the program based upon research conducted. A grant was applied for an intern to do research. If the grant is not received, the RHRA will need funds to pay for the intern in 2015 ($10,000).
- ***Hotel/Motel Study:*** Budget pays for implementation of the study's findings that will be conducted by Hamline University in the beginning of 2015 ($10,000).
- ***Southeast Roseville:*** Budget pays for implementation of the study that is being conducted by the University of Minnesota. The study should be completed by the end of 2014. ($10,000).
- ***Membership to Salesforce:*** Budget is for access to this database, which is updated by various organizations that conduct business visits in Roseville ($400).

The following will not be funded in 2015:

- City Communications Manager position was funded partially in 2014. The HRA did this in order to have the new position take on some of the HRA marketing services in-house. The HRA Staff Assistant has the skill set to do this and will do the layout of flyers and is currently designing the brochure that we will used in 2015 ($30,000).

Suggested RHRA Action

Discuss and revise proposed 2015 RHRA Budget. If RHRA Board is in agreement, then formally adopt the proposed budget for 2015 that will go to City Council for levy consideration in December 2014.

Prepared by: Jeanne Kelsey, Acting Executive Director (651) 792-7086

Attachments: A: Strategic Plan 2012-2016
B: Proposed Budget Details for 2015

Roseville Housing and Redevelopment Authority

Roseville HRA Strategic Plan 2012-2016

The mission of the Housing & Redevelopment Authority for the City of Roseville is to Contribute to a strong city economy and vibrant community through environmental stewardship, investment of resources, and intentional leadership so that Roseville:

- Is known for innovation and flexibility in housing design and business development
- Maximizes a sense of community in a large scale context
- Advances the unique benefits of Roseville as a destination and place where people want to live and work in for a life time
- Embraces the diversity of its residents culture and their ever-changing housing and business needs
- Makes decisions with a focus on the future and intergenerational uses over time

Below are the goals and objectives of the HRA strategic plan:

I. ***Foster, promote, and effectively communicate the advantages of living in Roseville.***

a. Increase the use of HRA's financial resources, housing programs and *HousingResource Center* services by residents, property owners, and others. (Meets SP-IIIc.)

b. Continue to position the HRA as a leader in providing education and information about resources that support sustainable life styles.

c. When marketing the City, highlight advantages for changing demographics.

d. Produce events such as the Living Smarter Home and Garden Fair, workshops, and create partnerships that encourage environmental stewardship when creating and/or remodeling housing stock and when developing neighborhoods. (Meets HG#4)

e. Create programs and resources that assist residents in incorporating healthy building techniques. (Meets HG#4.4, SP-Vid., and SP-VIg.)

f. Expand the HRA's presence in social media and Web-based services. (Meets SP-Vf.)

g. Promote innovative housing developments to foster neighborhood-level places that maximize the sense of community.

II. ***Create and maintain high quality, sustainable multi-family housing options.***

a. Increase alternative housing options and flexible designs to support both changing demographics and long term uses. (Meets SP-Ib.)

b. Provide financial resources to preserve and develop new housing in partnership with non-profit community groups, private sector development partners, and federal, state, and regional agencies. (Meets SP-If.)

c. Create walkability and pedestrian connectivity in all redevelopment plans that the HRA participates in. (Meets HG4.6 and SP-VIc.)

d. Provide leadership in assembling sites and/or providing financial assistance for the development of intergenerational housing. (Meets SP-Id.)

e. Continue to provide resources that support affordable housing options in the community. (Meets HG#1)

f. Identify preferred redevelopment sites and increase partnerships so the HRA has a development "in the works" at all times.

III. ***Create, and maintain high-quality, sustainable single-family housing options.***

a. Increase resources to renovate, redevelop, and/or undertake infill projects. (Meets HG2.3)

b. Maintain and encourage a mix of housing types in each neighborhood by directly purchasing available properties for demolition and supporting new home construction. (Meets HG2.4)

c. Ensure availability of appropriate resources to rehabilitate and upgrade existing housing stock for changing demographics. (Meets HG2.2)

IV. ***Prevent and eliminate blight on individual properties, neighborhoods and the entire communities.***

a. Identify properties that are underutilized, deteriorated, or blighted and use available tools (such as condemnation, licensing and/or regulations) to revitalize or redevelop. (Meets LU#3)

b. Utilize funding tools such as Housing Improvement Areas, Conduit Debt Financing, and Bonding to be used to promote the improvement of housing and redevelopment sites. (Meets SP-IIb.)

c. Continue to provide resources to maintain proactive code enforcement policies to prevent nuisance properties from negatively impacting surrounding properties. (Meets SP-Va, SP-Vb and ED4.4)

d. Continue to explore, in partnership with the City, further regulation (such as licensing) of rental units within the City and develop a better understanding of the resources needed. (Meets SPV-g.)

e. Identify at-risk neighborhoods and create partnerships to strengthen them.

V. ***Retain and attract desirable housing and businesses that lead to employment, investment, and commitment to the community.***

a. Engage the community in developing objectives that articulate business development priorities. (Meets ED1.4)

b. Support the creation of redevelopment plans for areas and corridors that would benefit from reinvestment and revitalization. (Meets ED1.1)

c. Use public-private partnerships to encourage reinvestment, revitalization, and redevelopment of retail, office, and employment districts. (Meets ED#4 and ED1.5)

d. Create strong relationships with existing and prospective businesses to understand their needs and to maximize opportunities for business retention, growth, and development. (Meets ED2.1)

e. Develop programs for businesses that encourage people to live within the community. (Meets ED2.2)

f. Incentivize environmental stewardship of commercial redevelopment. (Meets ED#6)

g. Partner with City Council to provide financial resources to facilitate community economic development and redevelopment objectives. (Meets ED#5)

VI. ***Provide the necessary staff support and resources to work with partners to ensure goals and objectives of the strategic plan are accomplished in a timely manner. (Meets SP IV)***

a. Review current HRA staffing levels and provide any additional support needed to ensure implementation of the Strategic Plan (Meets SP-IVa., and SP-IVb.)

b. Explore and evaluate financial resources available to support the implementation of the Strategic Plan.

c. Actively promote education, growth, and advancement of staff, board members, and community members. (Meets SP-IVc.)

d. Provide a Quarterly Progress Report to the HRA board of all HRA's funding sources, grant programs, and overall operations. (Meets SP-IVd.)

e. Conduct an annual review with the City Council of the HRA's strategic plan and budget. A new strategic plan will be developed every four years. (Meets SP-IVe.)

f. Seek and nurture partnerships with police and fire departments, neighboring cities, school districts, non-profits, and consumers to foster a better overall quality of life in the City. (SP-IIIa.)

2015 Roseville Housing and Redevelopment Authority (RHRA) Budget Details

To prepare the 2015 RHRA budget, staff used the RHRA Strategic Plan 2012 – 2016, the RHRA 2013 – 2016 Implementation Plan, and held a discussion with the RHRA Finance Subcommittee.

The levy that the RHRA is proposing for 2015 was $703,579 this is the same Levy for 2014. In addition to the levy dollars, the RHRA offsets expenses whenever possible with grant dollars. In the case of the Home and Garden Fair, the RHRA also charges fees to exhibitors to make the event revenue neutral.

Home and Garden Fair

The annual "Living Smarter" Roseville Home & Garden Fair offers environmentally-friendly ways to improve your home, garden, and lifestyle. The Living Smarter Fair features local builders, remodelers, home construction product vendors, healthy living specialists, and landscape and garden centers. It also includes free how-to workshops throughout the day, drawings for prizes, and children's activities. The event is free and open to the public.

Advertising	$5,000.00
Printing	$5,000.00
Rental for exhibitor booths, and facility	$7,700.00
Miscellaneous & Supplies	$3,000.00
Professional Services – Online Exhibitors Registration	$300.00
Home and Garden Fair	**$21,000.00**

Housing Replacement Program

Housing Replacement Program strives to bring new investment and improvements to the City's neighborhoods by acquiring older homes and reselling the land to a qualified builder, developers, or home owners for the construction of a new home. Sellers of properties is voluntarily and only approached if the home has substantial reinvestment. The program requires any newly constructed homes to meet specific design and site criteria.

Housing Replacement Program	**$200,000.00**

Multi-Family Program

The Multi-Family Programs offers rehabilitation loans to existing rental property owners (whose properties have 4 or more units) and also makes dollars available for energy improvements. This program is also used for site assemblage for redevelopment of higher density housing. In additional the HRA does quarterly educational programs for the management and owners.

Rental Licensing Quarterly meetings	$2,000.00
Multi-family Program	$250,000.00
Multi-Family Program	**$252,000.00**

Ownership Rehabilitation Program

The Ownership Rehabilitation Programs provide residents with free, comprehensive consultation services about the construction/renovation process to maintain, improve, and/or enhance their existing home, with a specific focus on energy efficiency. The program also recognizes homeowners that have done green construction or improvements to their homes and yards.

Housing Resources Professional Construction Services	$14,000.00
Green Award Program	$850.00
Energy Efficiency Program	$12,000.00

Ownership Rehabilitation Program	**$26,850.00**

First Time Buyer Program

The HRA has been requested to provide educational resources and workshops for First Time Buyer and Programs. These funds can be used to offset some of the costs associated with nonprofit organizations that at various times needs to charge for the workshops.

First Time Buyer Program	**$1,000.00**

Neighborhood Enhancement Program

The Neighborhood Enhancement Program is a proactive program that initiates neighborhood inspections (from the street) for public nuisance type violations in an attempt to identify and resolve public nuisances before they become large enough to negatively impact neighborhoods and property values.

Professional Services for seasonal program	$33,200.00
Marketing, Printing and Mailing of Material	$4,205.00
Ownership Rehabilitation Program	**$26,850.00**

Marketing and Studies

Marketing, outreach, and studies are conducted for the RHRA on an as-needed basis to assist the mission of the RHRA. When specialized expertise is needed in the areas of research, studies, reports, and design projects, staff may contract with third-party providers. The HRA developed an Online Green Remodeling Plan Book that will be incorporated into the City's new web site. Welcome packets related to housing services, programs and loans are sent to new residents.

Intern for Review of Rental Registration Program	$10,000.00
Implementation of Hotel/Motel Study	$10,000.00
Implementation of SE Roseville Study	$10,000.00
GRPB website update and design of new welcome packet	$20,000.00
Printing	$6,500.00
Miscellaneous – Postage, etc.	$1,500.00
Ownership Rehabilitation Program	**$58,000.00**

Economic Development

The economic well-being of Roseville depends on the health and stability of our existing businesses and industries – to that end, RHRA has developed a Business Retention & Expansion program (BR&E). The intent is to expand, retain, and attract desirable businesses that lead to employment, investment, and commitment to the community. The HRA is providing resources to our existing businesses with educational opportunities and networking.

Professional Services for BR&E implementation	$10,000.00
Marketing outreach to existing businesses includes bi-monthly newsletter	$10,000.00
Salesforce – Business Visitation from other organizations	$400.00
Business Educational Series	$5,000.00
Economic Development Program Total	**$25,400.00**

General RHRA Expenditures & Income

The RHRA has operating costs associated with overhead, staff, continuing education and training of staff and the board. The RHRA employs one full-time position and one part-time position; the RHRA also contracts for attorney and recording secretary services.

Expenses		**Revenue**	
Professional Services of Staff and Recorder	$149,000	Levy	$703,579
Professional Services of Attorney	$15,000	Home & Garden Fair Fees	$15,000
Fiscal/Overhead Fee	$8,997	Investment income/grants	$5,000
Education (Training/Conferences)	$2,500	Carry over from 2014	$148,404.95
Training/Conferences for Board Members	$1,000	**Total Revenue**	**$871,983.95**
Memberships/Subscriptions	$1,500		
Miscellaneous services and charges	$2,000		
Total General RHRA Expenditures	**$179,997**		
Budget Subtotal	**$801,652**		
Reserves	**$70,331.95**		
Total Expenses	**$871,983.95**		

Home and Garden Fair	**$21,000**
Housing Replacement	**$200,000**
Multi-Family Program	**$252,000**
Ownership Rehabilitation	**$26,850**
First Time Buyer Program	**$1,000**
Neighborhood Enhancement Program	**$37,405**
Marketing & Studies	**$58,000**
Economic Development	**$25,400**
General RHRA Expenditures	**$179,997**

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 12/08/14
Item No.: 12.c

Department Approval

City Manager Approval

Item Description: Consider the 2015 Utility Rate Adjustments

BACKGROUND

Over the past several months, City Staff has been reviewing the City's utilities operations to determine whether customer rate adjustments are necessary for 2015. The analysis included a review of the City's water, sanitary sewer, storm drainage, and curbside recycling operations. It also incorporates the recommendations provided by the Council-appointed Capital Improvement Plan (CIP) Subcommittee, and the Public Works, Environment, and Transportation Commission (PWET).

Staff's analysis included a review of the following:

- Fixed costs including personnel, supplies and maintenance, and depreciation.
- Variable costs including the purchase of water from the City of St. Paul, water treatment costs paid to the Metropolitan Council, and recycling contractor costs paid to Eureka.
- Capital replacement costs.
- Customer counts and consumption patterns, rate structure, and rates.

A financial overview of each operating division is included beginning on the next page. The estimated overall impact on a typical single-family home based on Staff's Recommended 2015 Rates is shown in the following table.

Single Family Homes

Service	2014	2015	$ Increase	% Increase
Water - base fee	54.45	51.60	(2.85)	
Water - usage fee	39.60	40.50	0.90	
Sanitary Sewer - base fee	37.35	35.40	(1.95)	
Sanitary Sewer - usage fee	24.00	24.72	0.72	
Storm Sewer	11.70	11.70	-	
Recycling	5.00	5.50	0.50	
Total per Quarter	$ 172.10	$ 169.42	$ (2.68)	-1.56%
Avg. Water consumption (1,000 gals.)	18			
Avg. Sewer consumption (1,000 gals.)	15			

As shown in the chart, for 2015 a typical single-family home will pay $169.42 per quarter, or $56.47 per month. This is a <u>decrease</u> of $0.89 per month from 2014.

The decrease is attributable to the change in the City's Utility (senior) Discount Program's eligibility criteria. Previously, homeowners were eligible if they were simply receiving social security or retirement income. Earlier this year, the Council changed the criteria to ensure that the Program was financially need-based instead. Homeowners must now be at or below 165% of federal poverty threshold guidelines.

In making this change, the number of homeowners receiving the discount is expected to decline from 2,300 homes (24%) to approximately 50 (0.5%). As a result, the subsidies provided by homeowners that are not getting the discount to those that are; will drop by approximately $250,000 annually. This in turn allows us to lower the base fee for both water and sewer.

The impact on homes that no longer receive the utility (senior) discount is dramatically different however. These homes effectively lose out on a $10 monthly subsidy. In other words, their quarterly bill will increase by approximately $30.

Water Operations

The City's water operation provides City customers with safe potable water, as well as on-demand water pressure sufficient to meet the City's fire protection needs. The following table provides a summary of the 2014 and 2015 (Proposed) Budget:

	2014	2015	$ Incr. (Decrease)	% Incr. (Decrease)
Personnel	$ 583,000	$ 603,000		
Supplies & Materials	78.350	79,900		
Other Services & Charges	586,850	589,750		
Water Purchases	5,100,000	5,250,000		
Depreciation / Capital	2,860,000	2,354,000		
Total	$ 9,208,200	$ 8,876,650	($331,550)	(3.6%)

The single largest operating cost for the water operation is the purchase of wholesale water from the City of St. Paul. For 2015, the budgeted amount has been increased to account for an expected 7.5% increase in the rates charged by St. Paul. St. Paul Water Officials have informed us that their overall customer consumption continues to decline which results in a drop in revenue at a time when operating costs as well as capital costs are increasing. The rate increase is necessary to offset these impacts.

The amount of capital replacements is also expected to decline by approximately $500,000 compared to the previous year. The City expects to have inflationary-type increases in supply costs, while personnel costs are increasing by 3.4%.

Sanitary Sewer Operations

The City maintains a sanitary sewer collection system to ensure the general public's health and general welfare. The following table provides a summary of the 2014 and 2015 (Proposed) Budget:

	2014	2015	$ Incr. (Decrease)	% Incr. (Decrease)
Personnel	$ 422,000	$ 432,000		
Supplies & Materials	47,350	48,900		
Other Services & Charges	423,850	456,550		
Wastewater Treatment	3,060,000	2,800,000		
Depreciation / Capital	1,808,000	2,100,000		
Total	$ 5,761,200	$ 5,837,450	$76,250	1.3%

The single largest operating cost to the sanitary sewer operation is the wastewater treatment costs paid to the Metropolitan Council Environmental Services Division (MCES). Based on projected sewer flows and treatment costs provided by the MCES, the budget for this category has been decreased by approximately $300,000. The budgeted amount is now more closely aligned with actual flows during the past two fiscal years. The measured flow has also been reduced thanks to the City's continued inflow and infiltration (I&I) reduction efforts.

The City expects to have inflationary-type increases in supply costs, while personnel costs are increasing by 2.4%.

Capital costs are also expected to increase significantly due to planned capital replacements in accordance with the City's Capital Improvement Plan (CIP).

Storm Drainage Operations

The City provides for the management of storm water drainage to prevent flooding and pollution control, as well as street sweeping and the leaf pickup program. The following table provides a summary of the 2014 and 2015 (Proposed) Budget:

	2014	2015	$ Incr. (Decrease)	% Incr. (Decrease)
Personnel	$ 363,200	$ 380,000		
Supplies & Materials	79,100	81,000		
Other Services & Charges	259,900	262,700		
Depreciation / Capital	1,296,000	1,720,000		
Total	$ 1,998,200	$ 2,443,700	$ 445,500	22.3 %

The City expects to have inflationary-type increases in supply and other services. Capital costs are also expected to increase significantly due to planned capital replacements in accordance with the City's Capital Improvement Plan (CIP).

Recycling Operations

The recycling operation provides for the contracted curbside recycling pickup throughout the City and related administrative costs. The primary operating cost is the amounts paid to a contractor to pickup recycling materials.

The following table provides a summary of the 2014 and 2015 (Proposed) Budget:

	2014	2015	$ Incr. (Decrease)	% Incr. (Decrease)
Personnel	$ 36,500	$ 36,500		
Supplies & Materials	600	700		
Other Services & Charges	30,410	20,410		
Contract Pickup	414,000	428,000		
Total	$ 481,410	$ 485,610	$ 4,200	0.9 %

Under the existing contract, the City originally expected to receive an estimated $140,000 annually in revenue sharing from Eureka Recycling. However, the volume of recycled materials while strong compared to other municipalities, has remained largely unchanged while the re-sale market for collected materials has proven to be less lucrative than previously estimated. Based on current revenue sharing monies being received, the City should expect only $65,000 - $70,000 in 2015.

This will require an increase in the fee charged to customers to offset the reduction in revenue sharing.

Rate Impacts for 2015

As noted above, a typical single-family home will pay $169.42 per quarter, or $56.47 per month. This is a decrease of $0.89 per month from 2014. The following tables provide a more detailed breakdown of the proposed rates.

Water Base Rate Category	2014 Rate	2015 Rate		Comments
Single-Family Residential	$ 54.45	$ 51.60		Standard SF rate
Single-Family Residential: Senior Discount **	35.40	33.50		Standard SF rate x 0.65
Non-SF Residential (5/8" Meter)	54.45	51.60		Standard SF rate
Non-SF Residential (1.0" Meter)	68.65	64.50		Standard SF rate x 1.25
Non-SF Residential (1.5" Meter)	107.80	103.00		Standard SF rate x 2.00
Non-SF Residential (2.0" Meter)	205.80	193.50		Standard SF rate x 3.75
Non-SF Residential (3.0" Meter)	411.60	387.00		Standard SF rate x 7.50
Non-SF Residential (4.0" Meter)	823.30	774.00		Standard SF rate x 15.00
Non-SF Residential (6.0" Meter)	1,646.60	1,548.00		Standard SF rate x 30.00

Water Usage Rate Category	2014 Rate	2015 Rate		Comments
SF Residential: Up to 30,000 gals./qtr	$ 2.20	$ 2.25		Standard SF rate
SF Residential: Over 30,000 gals./qtr (winter rate)	2.45	2.50		Standard SF rate +10%
SF Residential: Over 30,000 gals./qtr (summer rate)	2.70	2.70		Standard SF rate +20%
Non-SF Residential (winter rate)	2.90	2.95		Standard SF rate +30%
Non-SF Residential (summer rate)	3.20	3.15		Standard SF rate +40%
Rates are per 1,000 gallons				

Sewer Base Rate Category	2014 Rate	2015 Rate		Comments
Single-Family Residential	$ 37.35	$ 35.40		Standard SF rate
Single-Family Residential: Senior Discount **	23.30	23.00		Standard SF rate x 0.65
Multi-Family Residential (townhomes)	37.35	35.40		Standard SF rate x 1.00
Multi-Family Residential (apartments & condos)	25.75	24.90		Standard SF rate x 0.70
Non-SF Residential (5/8" Meter)	27.30	26.50		Standard SF rate x 0.75
Non-SF Residential (1.0" Meter)	54.65	53.00		Standard SF rate x 1.50
Non-SF Residential (1.5" Meter)	81.60	79.50		Standard SF rate x 2.25
Non-SF Residential (2.0" Meter)	136.10	124.00		Standard SF rate x 3.50
Non-SF Residential (3.0" Meter)	272.50	260.00		Standard SF rate x 7.25
Non-SF Residential (4.0" Meter)	545.20	515.00		Standard SF rate x 14.50
Non-SF Residential (6.0" Meter)	1,090.30	1,025.00		Standard SF rate x 29.00
Multi-family rate is per housing unit				

Sewer Usage Rate Category	2014 Rate	2015 Rate		Comments
Residential	$ 1.60	$ 1.65		Standard rate
Non-Residential	3.70	3.85		Standard rate x 2.30
Rates are per 1,000 gallons				

Stormwater Base Rate Category	2014 Rate	2015 Rate		Comments
Single-Family Residential & Duplex	$ 11.70	$ 11.70		Standard SF rate
Multi-Family & Churches	90.50	90.50		Standard SF rate x 7.75
Cemeteries & Golf Course	9.10	9.10		Standard SF rate x 0.75
Parks	27.20	27.20		Standard SF rate x 2.35
Schools & Community Centers	45.30	45.30		Standard SF rate x 3.75
Commercial & Industrial	181.10	181.10		Standard SF rate x 15.50
Rates for single-family are per housing unit; all others are per acre				

Recycling Rate Category	2014 Rate	2015 Rate		Comments
Single-Family	$ 5.00	$ 5.50		Standard rate
Multi-Family	5.00	5.50		Standard rate

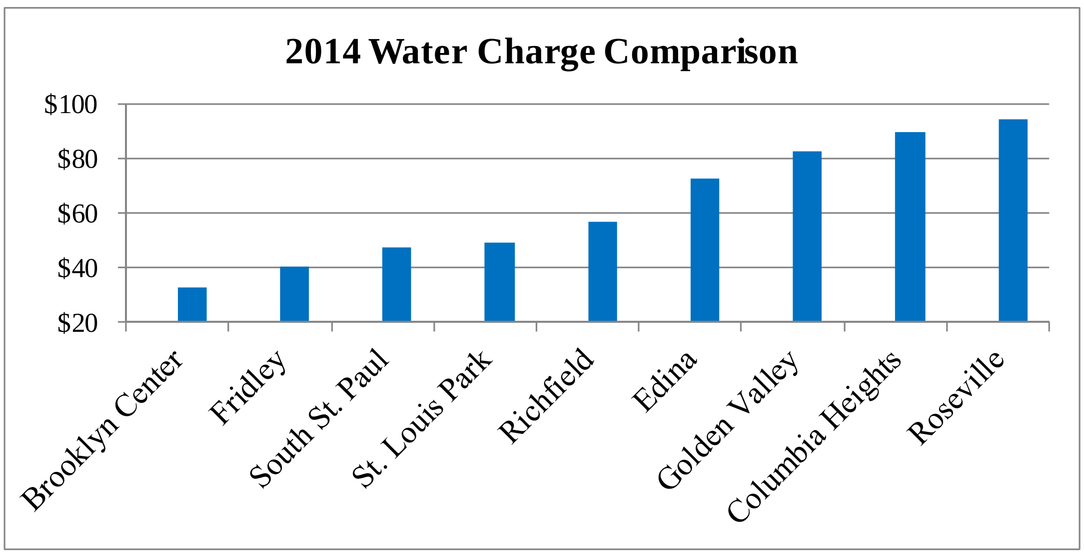
Rate Comparisons

The charts below depict a number of water and sewer rate comparisons with other peer communities. For this analysis, peer communities include 1st ring suburbs that serve a population between 18,000 and 50,000, and which are not simply an extension of a larger entity's system. This group was selected to try and approximate cities with stand-alone systems with similar age of infrastructure which can have a significant influence on the cost of water and sewer services.

It should be noted that broad comparisons only give a cursory look at how one community compares to another. One must also incorporate each City's individual philosophy in funding programs and services.

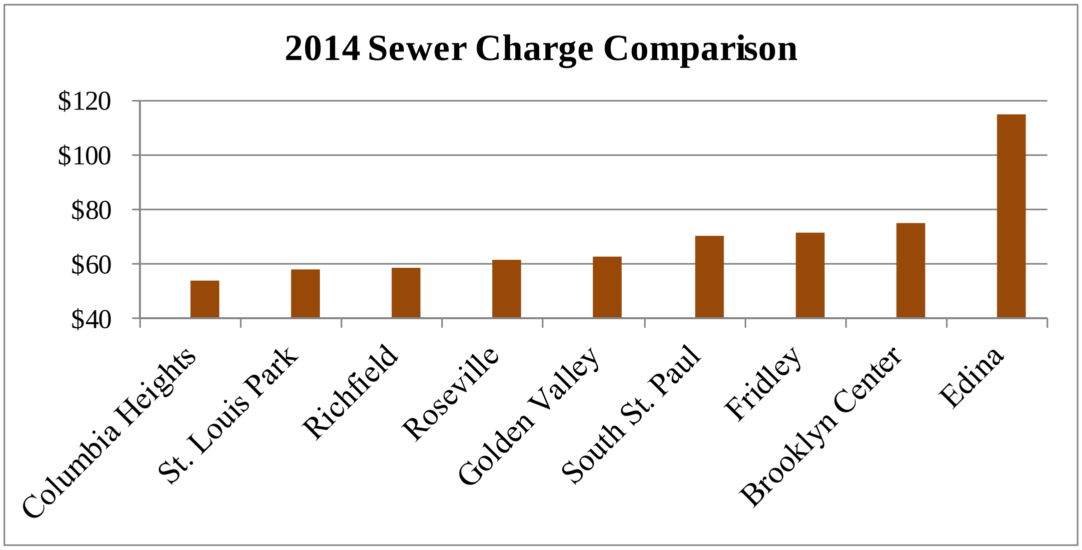
For example, Roseville does NOT utilize assessments to pay for water or sewer infrastructure replacements like many other cities do. Instead we fund infrastructure replacements 100% through the rates. As a result, Roseville's water and sewer rates are inherently higher when compared to a City that uses assessments to pay for improvements. Other influences on the rates include whether or not a community softens its water before sending it on to customers, and the extent in which communities charge higher rates to non-residential customers.

The following chart depicts the peer group comparison for combined water base rate and usage rate for a single-family home that uses 18,000 gallons per quarter.

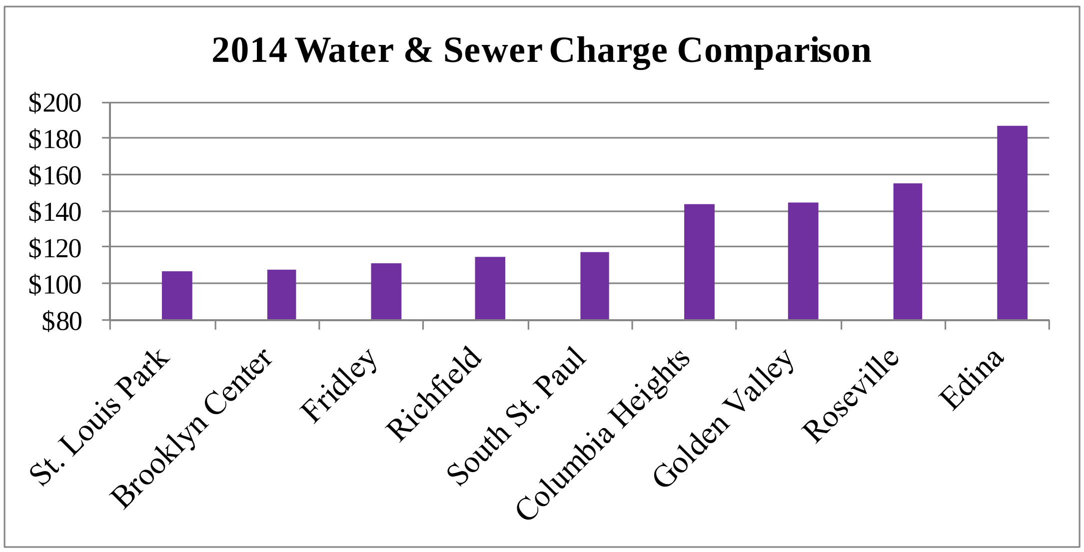


As is shown in the chart, Roseville's total water charge is the highest in the comparison group. Again, there are numerous circumstances and policy preferences that can lead to varying rates among cities. One of the primary reasons why Roseville's water rates are higher is due to the significant increase in infrastructure replacements, which unlike many other cities are funded solely by the rates.

The following chart depicts the peer group comparison for combined sewer base rate and usage rate for a single-family home that uses 15,000 gallons per quarter.



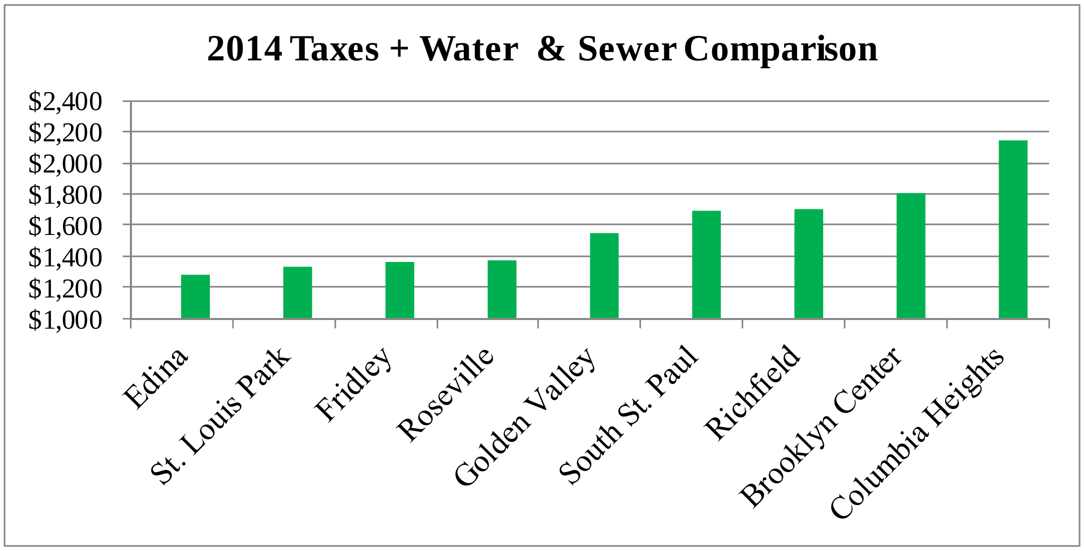
In this instance, Roseville sewer charges were less than the median. To get a broader perspective, the following chart depicts the combined water and sewer impact for a typical single-family home for the comparison group.



When combined, Roseville is approximately 18% above the average for the peer group (although we expect that to drop to approximately 10% in 2015). However, it should be noted that most of the cities shown in the chart that have lower utility rates, happen to have much higher property tax rates. This is an important distinction because again, each City employs a different philosophy in how it funds the direct and indirect costs of providing services.

Roseville's philosophy is to ensure that all indirect costs are reflected in the water and sewer rates. This results in higher water and sewer rates. This also means that we don't have as much indirect costs being supported by the property tax or assessments.

This can be somewhat reflected in the chart below which combines property taxes and water and sewer charges for a typical single-family home.



As is shown in this chart, when looking at more comprehensive comparison that factors in a broader spectrum of needs and funding philosophies, Roseville has one of the lowest financial impacts on residents of the comparison group – nearly 16% <u>below</u> the peer average. Once again, we must also look at other factors and local preferences to determine whether there are other influences affecting property taxes and rates.

Staff will be available at the Council meeting to address any inquiries.

POLICY OBJECTIVE

An annual review of the City's utility rate structure is consistent with governmental best practices to ensure that each utility operation is financially sound. In addition, a conservation-based rate structure is consistent with the goals and strategies identified in the Imagine Roseville 2025 initiative.

FINANCIAL IMPACTS

See above.

STAFF RECOMMENDATION

Based on the increasing costs noted herein, and recommendations from the Public Works, Environment, and Transportation Commission; Staff is recommending rate adjustments as shown in the attached resolution.

REQUESTED COUNCIL ACTION

The Council is asked to consider adopting the attached resolution establishing the 2015 Utility Rates.

Prepared by: Chris Miller, Finance Director
Attachments: A: Resolution establishing the 2015 Utility Rates

Attachment A

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

* * * * * * * * * * * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 8th day of December, 2014 at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION _______

RESOLUTION ESTABLISHING THE 2015 UTILITY RATES

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Roseville, Minnesota, the water, sanitary sewer, storm drainage, and recycling rates are established for 2015 as follows:

Water Base Rate Category	2014 Rate	2015 Rate	Comments
Single-Family Residential	$ 54.45	$ 51.60	Standard SF rate
Single-Family Residential: Senior Discount **	35.40	33.50	Standard SF rate x 0.65
Non-SF Residential (5/8" Meter)	54.45	51.60	Standard SF rate
Non-SF Residential (1.0" Meter)	68.65	64.50	Standard SF rate x 1.25
Non-SF Residential (1.5" Meter)	107.80	103.00	Standard SF rate x 2.00
Non-SF Residential (2.0" Meter)	205.80	193.50	Standard SF rate x 3.75
Non-SF Residential (3.0" Meter)	411.60	387.00	Standard SF rate x 7.50
Non-SF Residential (4.0" Meter)	823.30	774.00	Standard SF rate x 15.00
Non-SF Residential (6.0" Meter)	1,646.60	1,548.00	Standard SF rate x 30.00

Water Usage Rate Category	2014 Rate	2015 Rate	Comments
SF Residential: Up to 30,000 gals./qtr	$ 2.20	$ 2.25	Standard SF rate
SF Residential: Over 30,000 gals./qtr (winter rate)	2.45	2.50	Standard SF rate +10%
SF Residential: Over 30,000 gals./qtr (summer rate)	2.70	2.70	Standard SF rate +20%
Non-SF Residential (winter rate)	2.90	2.95	Standard SF rate +30%
Non-SF Residential (summer rate)	3.20	3.15	Standard SF rate +40%
Rates are per 1,000 gallons			

Sewer Base Rate Category	2014 Rate	2015 Rate	Comments
Single-Family Residential	$ 37.35	$ 35.40	Standard SF rate
Single-Family Residential: Senior Discount **	23.30	23.00	Standard SF rate x 0.65
Multi-Family Residential (townhomes)	37.35	35.40	Standard SF rate x 1.00
Multi-Family Residential (apartments & condos)	25.75	24.90	Standard SF rate x 0.70
Non-SF Residential (5/8" Meter)	27.30	26.50	Standard SF rate x 0.75
Non-SF Residential (1.0" Meter)	54.65	53.00	Standard SF rate x 1.50
Non-SF Residential (1.5" Meter)	81.60	79.50	Standard SF rate x 2.25
Non-SF Residential (2.0" Meter)	136.10	124.00	Standard SF rate x 3.50
Non-SF Residential (3.0" Meter)	272.50	260.00	Standard SF rate x 7.25
Non-SF Residential (4.0" Meter)	545.20	515.00	Standard SF rate x 14.50
Non-SF Residential (6.0" Meter)	1,090.30	1,025.00	Standard SF rate x 29.00
Multi-family rate is per housing unit			

Sewer Usage Rate Category	2014 Rate	2015 Rate	Comments
Residential	$ 1.60	$ 1.65	Standard rate
Non-Residential	3.70	3.85	Standard rate x 2.30
Rates are per 1,000 gallons			

Stormwater Base Rate Category	2014 Rate	2015 Rate	Comments
Single-Family Residential & Duplex	$ 11.70	$ 11.70	Standard SF rate
Multi-Family & Churches	90.50	90.50	Standard SF rate x 7.75
Cemeteries & Golf Course	9.10	9.10	Standard SF rate x 0.75
Parks	27.20	27.20	Standard SF rate x 2.35
Schools & Community Centers	45.30	45.30	Standard SF rate x 3.75
Commercial & Industrial	181.10	181.10	Standard SF rate x 15.50
Rates for single-family are per housing unit; all others are per acre			

Recycling Rate Category	2014 Rate	2015 Rate	Comments
Single-Family	$ 5.00	$ 5.50	Standard rate
Multi-Family	5.00	5.50	Standard rate

Meter Security Deposit	2014 Rate	2015 Rate	Comments
5/8" Meter	$ 190.00	$ 190.00	Based on approx. meter cost
3/4" Meter	215.00	215.00	Based on approx. meter cost
1.0" Meter	240.00	240.00	Based on approx. meter cost
1.5" Meter	440.00	440.00	Based on approx. meter cost
2.0" Meter (Disc)	535.00	535.00	Based on approx. meter cost
2.0" Meter (Compound)	1,340.00	1,340.00	Based on approx. meter cost
3.0" Meter	1,910.00	1,910.00	Based on approx. meter cost
6.0" Meter	5,430.00	5,430.00	Based on approx. meter cost

The motion for the adoption of the foregoing resolution was duly seconded by member

and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted.

State of Minnesota)
) SS
County of Ramsey)

I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 8th day of December, 2014 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 8th day of December, 2014.

____

Patrick Trudgeon
City Manager

Seal

Date: December 8, 2014
Item: 13.a
Approve/Deny Amending City Code Chapter 302 to Allow for Expanded Hours of Operation for On-Sale Brewe Taproom Establishments

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 12/08/2014
Item No.: 13.b

Department Approval

City Manager Approval

Item Description: Consider Approval of Pawn America Minnesota, LLC's 2015 Pawn Shop and Precious Metals Dealer License Renewal

BACKGROUND

Chapter 301 of the City Code requires all applications for business and other licenses to be submitted to the City Council for approval. The following application is submitted for consideration:

<u>Pawn Shop and Precious Metals Dealer License</u>
Pawn America Minnesota, LLC
DBA Pawn America
1715 N Rice Street
Roseville, MN 55113

This license was submitted for Council review on December 1st, but was tabled pending further discussion on various land-use considerations. The following information has been assembled by the Community Development Staff:

Pawn America was established in 1994 when pawn shops were a permitted use in the B-3 District. In 2004, the Zoning Code was changed to make pawn shops conditional uses which turned Pawn America into a legal, nonconforming use. Nonconforming uses are not allowed to expand.

In 2009, Pawn America sought to expand its store and had to file for a conditional use permit due to its nonconforming status. This conditional use permit was approved unanimously by the City Council with the following conditions:

1. The pawnbroker/applicant shall install video surveillance equipment (stationary cameras) to monitor the shopping center parking areas adjacent to the pawn store tenant space such that the captured video can help law enforcement personnel identify vehicles used by people pawning stolen merchandise; the digital or analog video shall be retained by the pawnbroker and made available to law enforcement personnel for a minimum of one hundred twenty (120) days. Pawn America currently has three outdoor surveillance cameras that may be of appropriate quality and location. However, the Roseville Police Department will review the existing quality and location and work with Pawn America on an acceptable set-up.

2. Any drive-thru considered for the Pawn America use, shall be considered an amendment to the Conditional Use and subject to the amendment process.

There was a noticed public hearing for the CUP at the Planning Commission and no members of the public chose to speak either for or against the CUP.

It should be noted that there is a substantial grade difference between the Pawn America and the parcels to the north with a steep grade. This situation can make it more challenging to install physical screening due to the steep slope. However, the steep slope also can create other concerns such as:

- A safety concern if a driver makes a mistake like accidently confusing the accelerator with the brake pedal
- A safety concern if pedestrians walk around the front of their vehicles
- Potential snow storage issues if snow is accidentally pushed towards the slope and rolls down into the adjacent parcels
- Headlight concerns since the elevation change raises the lighting into the windowed levels of homes

Staff will defer to the City Attorney as to whether the land-use information noted above can be a consideration in granting the licenses to Pawn America.

POLICY OBJECTIVE

Required by City Code

FINANCIAL IMPACTS

The correct fees were paid to the City at the time the application was made.

STAFF RECOMMENDATION

Staff has reviewed the application and has determined that the applicant meets all City requirements. Staff recommends approval of the licenses pending successful background checks.

REQUESTED COUNCIL ACTION

Motion to approve a 2015 Pawn Shop and Precious Metals Dealer License for Pawn America Minnesota LLC pending successful background checks.

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

CITY OF ROSEVILLE
FINANCE DEPARTMENT, LICENSE DIVISION
APPLICATION FOR
PAWN SHOP AND PRECIOUS METALS DEALER

Part I – General Information

For license year January 1, 2015 through December 31, 2015

NEW ________ RENEWAL X

Directions: Please complete the application with a typewriter or by printing in ink. If the application is by a natural person, by such person; if by a corporation, by an officer thereof; if by a partnership, by one of the partners; if by an unincorporated association, by the manager or managing officer thereof.

1. Name of Applicant: Pawn America Minnesota, LLC
(Name of individual/partnership/corporation/association)

2. Name under which applicant will be doing business, business address, and telephone number:

Full Name: Pawn America
Last First Middle

Business Address: 1715 N. Rice St. Roseville, MN 55113
Street City State ZIP

Business Telephone: 651-487-1595

3. Type of Applicant:

____Individual ____Partnership ____Corporation ____Association

X Other (Please explain): Limited Liability Company

4. Type of License Applicant Seeks:

Pawn Shop	$10,000 per year
Precious Metal Dealer	$10,000 per year
Pawn Shop & Precious Metal Dealer	$13,000 per year

5. Please provide the following information of the manager, proprietor, or other agent in charge of the individual's, corporation's or association's premises to be licensed:

Name: Rixmann Bradley Kent
Last First Middle

Date of Birth:

Personal Address:
Street City State ZIP

Personal Telephone:

6. If applicant is an individual (If not, skip to next section):

Name: ______
Last First Middle

Date of Birth: ______

Personal Address: ______
Street City State ZIP

Personal Telephone: ______

Business Address: ______
Street City State ZIP

Business Telephone: ______

List attached

7. If applicant is a partnership, list information for each member with an interest in the partnership and indicate who will be the managing partner (If not, skip to next section):

The managing partner will be: Brad Rixmann

A. Name: ______
Last First Middle

Date of Birth: ______ Interest______%

Personal Address: ______
Street City State ZIP

Personal Telephone: ______

Business Address: ______
Street City State ZIP

Business Telephone: ______

B. Name: ____
Last First Middle

Date of Birth: ____________________ Interest________%

Personal Address: ____
Street City State ZIP

Personal Telephone: ____

Business Address: ____
Street City State ZIP

Business Telephone: ____

C. Name: ____
Last First Middle

Date of Birth: ____________________ Interest________%

Personal Address: ____
Street City State ZIP

Personal Telephone: ____

Business Address: ____
Street City State ZIP

Business Telephone: ____

D. Name: ____
Last First Middle

Date of Birth: ____________________ Interest________%

Personal Address: ____
Street City State ZIP

Personal Telephone: ____

Business Address: ____
Street City State ZIP

Business Telephone: ____

LLC – List attached

8. If the applicant is a corporation or association, give the following information (If not, skip to next section):

A. Name of Corporation/Association: ______________________

State of Incorporation or Association: ______________________

Branch Address: ______________________
Street City State ZIP

Branch Telephone Number: ______________________

Home Office Address: ______________________
Street City State ZIP

Home Office Telephone Number: ______________________

B. Please provide the following information for all officers of the corporation or association:

President:
Name: ______________________
Last First Middle

Date of Birth: ______________________

Personal Address: ______________________
Street City State ZIP

Personal Telephone: ______________________

Vice President
Name: ______________________
Last First Middle

Date of Birth: ______________________

Personal Address: ______________________
Street City State ZIP

Personal Telephone: ______________________

Secretary
Name: ______________________
Last First Middle

Date of Birth: ______________________

Personal Address: ______________________
Street City State ZIP

Personal Telephone: ______________________

Treasurer

Name: ______________________________
Last First Middle

Date of Birth: ______________________________

Personal Address: ______________________________
Street City State ZIP

Personal Telephone: ______________________________

C. Please provide the following information for all persons who singly or together with their spouse and his or her parents, brothers, sisters, or children, own or control an interest in said corporation or association in excess of five (5) percent:

1. Name: List attached
Last First Middle

Date of Birth: ______________ Interest ________%

Personal Address: ______________________________
Street City State ZIP

Personal Telephone: ______________________________

2. Name: ______________________________
Last First Middle

Date of Birth: ______________ Interest ________%

Personal Address: ______________________________
Street City State ZIP

Personal Telephone: ______________________________

3. Name: ______________________________
Last First Middle

Date of Birth: ______________ Interest ________%

Personal Address: ______________________________
Street City State ZIP

Personal Telephone: ______________________________

4. Name: ______________________________
Last First Middle

Date of Birth: ______________ Interest ________%

Personal Address: ______________________________
Street City State ZIP

Personal Telephone: ______________________________

PAWN AMERICA MINNESOTA, L.L.C.
OWNERSHIP
LIST OF MEMBERS AND MANAGERS

Pawn America Minnesota, L.L.C. is owned as follows:

1. 1% of the membership interest is owned by PAL Minnesota, Ltd. The sole shareholder, CFO and CEO of PAL Minnesota, Ltd. is Brad Rixmann

2. 99% of the membership interest is owned by Pawn America Family Limited Partnership. This partnership is owned as follows:
   A. Mary E. Rixmann irrevocable trust agreement F.B.O. Paul Rixmann 25%
   B. Mary E. Rixmann irrevocable trust agreement F.B.O. Amy Regnier 25%
   C. Mary E. Rixmann irrevocable trust agreement F.B.O. Brad Rixmann 49%
   D. PAL Minnesota, Ltd. 1%

Bradley K. Rixmann
Date of Birth:
Title: Chief Manager
Bus. Address: 181 River Ridge Circle South, Burnsville, MN 55337
Res. Address:
Phone:

Steven Caulfield
Date of Birth:
Title: Chief Operations Officer
Bus. Address: 181 River Ridge Circle South, Burnsville, MN 55337
Res. Address:
Phone:

Keith Kaestner
Date of Birth:
Title: Chief Financial Officer
Bus. Address: 181 River Ridge Circle South, Burnsville, MN 55337
Address:
Phone:

Todd M. Phelps
Date of Birth:
Title: Vice President
Bus. Address: 181 River Ridge Circle South, Burnsville, MN 55337
Res. Address:
Phone:

I, Bradley K. Rixmann; being duly sworn, depose and confirm that the preceding statements are true and correct, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested is sufficient cause for denial or revocation of a license; that I am voluntarily submitting this application with full knowledge that Minnesota law provides that any person making false oath shall be guilty of perjury.

Signature

CEO
Title

Subscribed and sworn to before me this 11th day of NOV. in the year 2014.

ANNA J. PARUCCINI
Notary Public
State of Minnesota
My Commission Expires
January 31, 2018

(Please Stamp Here)

Anna J. Paruccini
Notary Public

County of Dakota

My Commission expires 1/31/18

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: December 8, 2014
Item No.: 13.c

Department Approval

City Manager Approval

Item Description: Consider Approval of Newly Created Positions in the 2015 City Budget

BACKGROUND

The 2015 budget created several new positons; six full-time Firefighters, one Right of Way Coordinator, one Network Systems Engineer, and one full-time Forester position. Below are the job summaries and salary ranges for each position. Each is a fulltime positon that will include fulltime benefits costing approximately 30% beyond the salary. All of the personnel costs for these positions have been incorporated in the 2015 budget.

Firefighter Job Summary:

This position protects life and property by performing fire prevention, fire suppression, inspections, public education, hazardous materials incident mitigation, and rescue and emergency medical services. The Firefighter maintains fire equipment, apparatus and facilities, participates in training; and performs intermediate troubleshooting and analysis, makes recommendations, and keeps records as required. This position drives the standards of safety, cleanliness, and high quality of Fire services.

Salary Range: Internally this position falls into grade 8 of the non-exempt ranges 23.74 – 28.60/Hr. or $49,379 - $59,488 annually. However, we anticipate that this will become a unionized position at some point.

Right of Way Coordinator Job Summary:

The Right of Way Coordinator assists in planning, coordinating, implementing, and managing the city's rights of way programs. This position works with the Assistant Public Works Director/City Engineer to define, establish, and attain the overall goals and objectives of the street lighting and right of way area for the City and performs diversified technical and management services related to the management of rights-of-way, city-wide erosion and sediment control, and existing underground City utilities. This position performs at a senior level in the assigned areas and will take the lead on projects to include research as well as mentoring interns. The incumbent also coordinates permits and record keeping.

Salary Range: Internally this position falls into grade 11 of the non-exempt ranges 29.90 – 36.03/Hr. or $62,192 - $74,942 annually.

Network Systems Engineer Job Summary:

Under the direction of the Information Technology Manager (IT Manager), the Network Systems Engineer is responsible for ensuring the stability, integrity, and efficient operation of the network and information systems that support core organizational functions in conformity with the city, IT *consortium, and departmental goals and objectives. This position is responsible for the development and implementation of network hardware, systems and activities; creating and leading technology related projects and plans; and monitoring and supporting the organization's network hardware and systems.*

Salary Range: Internally this position falls into grade 13 of the exempt ranges 33.91 – 40.86/Hr. or $70,533 - $84,989 annually.

<u>Forester Job Summary:</u>

Under the direction of the Parks Superintendent and guidance from the Community Development Director the Forester assists in planning, coordinating, implementing, directing volunteers, contractors, and personnel with regard to managing the city's forestry and tree sustainability programs. This position works to define, establish, and attain the overall goals and objectives of the forestry and tree preservation program for the City and is responsible for the contract development and management, as well as the program/project management and public education for these programs.

Salary Range: Internally this position falls into grade 12 of the exempt ranges 32.00 – 38.55/Hr. or $66,560 - $80,184 annually.

POLICY OBJECTIVE

The 2015 Budget process identified priorities and funding mechanisms for the City to provide needed services and programs. Hiring personnel to fill the newly created positions will assist in implementing these priorities.

FINANCIAL IMPACTS

The proposed budget for 2015 will cover the costs of the positions. The tax levy will pay for the costs of the full-time firefighters. Fees collected by the City will cover the costs for the Right of Way Coordinator, Network System Engineer, and Forester positions.

STAFF RECOMMENDATION

Based on the passage of the 2015 City Budget, staff recommends approval of the newly created positions and recommends that the City Council authorize staff to begin the process of recruiting and filling the newly created positions.

REQUESTED COUNCIL ACTION

Motion to approve the newly created positions and authorize staff to begin the process of recruiting and filling the newly created positions.

Prepared by: Eldona Bacon, Human Resources Manager (651) 792-7025

Attachments: None

REQUEST FOR COUNCIL ACTION

Date:December 8, 2014
Item No.: 13.d

Department Approval	City Manager Approval

Item Description: Twin Lakes Parkway Phase Three Design Services Contract

BACKGROUND

In 2001, the Roseville City Council approved the Twin Lakes Business Park Alternative Urban Areawide Review (AUAR) and further updated the AUAR in 2007 as required by law. Since that time, the City has allowed the AUAR to expire, but the overall infrastructure plan that was approved in the AUAR has been implemented in phases. As an example, Phase I of the Twin Lakes Parkway project was installed in 2009 with Phase II following in 2010. Additional improvements were made as part of the Walmart development in 2013. To date, the improvements have followed the alignment of the roadway as recommended in the Twin Lakes Business Park AUAR.

The City has also invested significant resources into securing right-of-way for the future extension of Twin Lakes Parkway. At this point, with the possible exception of some temporary easements that may be needed for actual construction, the City now controls the right-of-way for the final extension of Twin Lakes Parkway to Fairview Avenue.

At this time, there is at least one development being considered along the Twin Lakes Parkway corridor that would trigger the remaining extension of the major collector roadway to Fairview Avenue. It is very likely that in 2015 more development proposals will be brought forth that will need this roadway connected in order to develop. Given this possibility and in order to be ready to respond to these development needs, staff is recommending that the final plans and specifications for the final phase of Twin Lakes Parkway be authorized and a contract for design services be awarded.

Staff has asked SRF Consulting Group to provide a proposal for the design services which would include preparing final plans and specifications as well as providing support and coordination during bidding and contract award. Staff would seek a separate proposal for Construction Administration services once we know when the project was going to bid.

SRF Consulting Group is currently under contract to produce a Feasibility Study for this improvement as well as other required improvements within the Twin Lakes Area. They were also awarded a design services contract for the I-35W at Cleveland Avenue Interchange Reconstruction Project after a competitive best value Request for Proposals process.

SRF has responded with a proposal of $117,014 for the design services as requested. Given the estimated project construction cost of $1.5 million, this fee represents 7.8% of the project construction costs. Staff estimated a design cost of about 10% of the construction amount, which would have yielded a $150,000 estimated fee, however, given SRF's current work on the feasibility study for this area as well as its current contract on the interchange project, staff feels the City is realizing about $30,000 in savings by using SRF Consulting Group.

POLICY OBJECTIVE

The Twin Lakes project has long been identified as a priority for the City. This project would complete the extension of Twin Lakes Parkway and is consistent with the original Master Plan for the Twin Lakes area, the Twin Lakes Business Park AUAR as originally adopted in 2001 and the City's Comprehensive Plan.

FINANCIAL IMPACTS

Staff recommends using funds from the existing TIF funds in the Twin Lakes area to fund this design services contract. Funding for the actual construction of the roadway will require further discussion at the Council level on whether to use special assessments, either on a benefiting area in the Twin Lakes area or only assessing fronting properties, use additional TIF funds if the TIF account balances are sufficient, or use general fund dollars or a mixture of the above. This discussion should occur in early 2015 and include the approval of the feasibility study before authorizing this project to be advertised for bid.

STAFF RECOMMENDATION

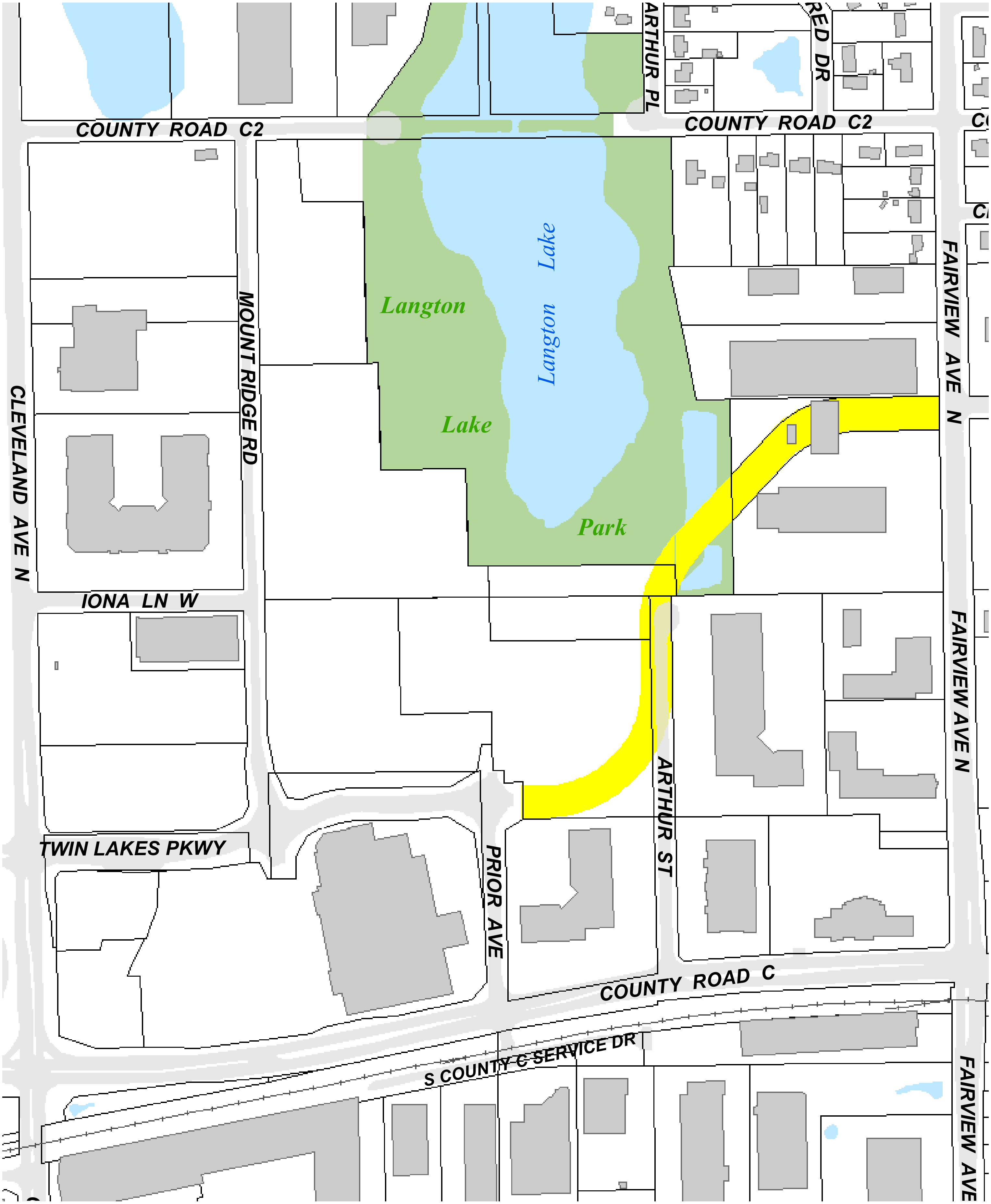
Staff recommends the Council award a design services contract with SRF Consulting Group for the design of Twin Lakes Parkway Phase III in the amount of $117,014.

REQUESTED COUNCIL ACTION

Award a design services contract with SRF Consulting Group for the design of Twin Lakes Parkway Phase III in the amount of $117,014.

Prepared by: Marc Culver, City Engineer
Attachments: A: Figure
B: Design Services Proposal

Attachment A



Twin Lakes Phase 3 Extension

Twin Lakes Parkway Extension

Parcels

Buildings

ROSEVILLE

Prepared by:
Engineering Department
December 02, 2014

Data Sources and Contacts:
* Ramsey County GIS Base Map (12/1/14)
* City of Roseville Engineering Department
For further information regarding the contents of this map contact:
City of Roseville, Engineering Department,
2660 Civic Center Drive, Roseville MN

0 50 100 150 200 Feet

mapdoc: TwinLakesPhase3Extension.mxd
map: TwinLakesPhase3Extension.pdf

N

SRF Consulting Group, Inc. | ENGINEERS PLANNERS DESIGNERS

November 26, 2014

Mr. Marc Culver, PE
Assistant Public Works Director/City Engineer
CITY OF ROSEVILLE
2660 Civic Center Drive
PO Box 510
Roseville, MN 55113-1899

SUBJECT: PROPOSAL FOR PROFESSIONAL SERVICES FOR THE EXTENSION OF TWIN LAKES PARKWAY
ROSEVILLE, MINNESOTA

Dear Mr. Culver:

SRF Consulting Group is pleased to submit this proposal to the City of Roseville to provide professional engineering services to provide design services for the completion of Twin Lakes Parkway from Prior Avenue to Fairview Avenue.

The City is seeking design services to prepare the final plans, specifications and cost estimates for the project. The project limits end at the connection to Fairview Avenue and does not include the east leg of the intersection nor any work on Fairview Avenue including turn lanes. The City has a development proposal under consideration for the southwest quadrant of Fairview and Twin Lakes; therefore, the City likely desires to construct the project in 2015, however, the project may be constructed in 2016 depending on the timing of the development project.

SCOPE OF SERVICES

We propose to carry out the work as described in the attached Scope of Services. Our scope consists of taking the project up through the bid letting and contract award process. We understand that this project does not include any federal funding and that the project will be funded by a combination of special assessments, TIF proceeds (general fund) or Municipal State Aid funds. David Hutton, PE, will serve as our Project Manager, and he will be supported by Steve Miller, as the lead Project Design Engineer.

In addition to the City of Roseville, we will provide project coordination with Ramsey County, MnDOT State Aid, Rice Creek Watershed Management Commission (RCWD), Minnesota Pollution Control Agency (MPCA), Minnesota Department of Health (MDH), local businesses and property owners, and private utility companies to ensure that this project is completed on time and within budget.

ASSUMPTIONS

- All right of way and easements (both permanent and temporary construction) have been obtained by the City already and will be provided to the City as part of the development project.

- Since the full intersection at Fairview will not be constructed with this project, SRF will design the signal poles for the ultimate location, therefore they will not need to be moved and the heads will simply be located where the current traveled lanes are todays. Conduits and appurtenances will be designed and installed for a future interconnect system to the existing signal on CR C and Fairview Avenue.

- A Signal Justification Report (SJR) will be developed, as opposed to an ICE report.

- Sanitary sewer and water mains will be designed in accordance with the City's Comprehensive utility plans. Sizes of the mains will be provided to SRF by the City, and no capacity analysis will be needed.

- The stormwater management plan will use the 2008 design as the basis, but SRF will update the design to meet current regulatory standards. Stormwater quality and quantity requirements will need to be addressed to meet the permitting requirements of the RCWD and the NPDES permit. It is our understanding that a parcel to the north of Twin Lakes Parkway, in the vicinity of Arthur Street, may likely be available for the construction of a stormwater management pond.

- Street lighting will be designed to match the styles and levels of lighting on the existing Twin Lakes Parkway, west of Prior Avenue, for both vehicular lighting and pedestrian lighting on the trails.

- The Project Memorandum has already been completed; therefore, no environmental documentation will be done as part of our scope.

- Both a Phase 1 and Phase 2 ESA have been completed already, therefore, these will not be included in our scope. SRF will incorporate the recommendations from these reports for contaminated soil mitigation steps/plan into the project specifications.

- There is an existing wetland delineation report but it has expired. Therefore, our scope includes verifying the wetland delineation of WSB's Wetland #1 and the mapped stormwater pond along with obtaining all regulatory wetland permits. (See the detailed scope of services attached to this proposal for the specific assumptions used in our fee calculation.)

- SRF is already under separate contract to complete a feasibility report for this project as part of a more comprehensive study of this area, which will meet the requirements of Chapter 429, Special Assessments; therefore, no additional feasibility report will be required.

- The City will provide all geotechnical services for the project design.

- City staff will present all project related items to the City Council for approval. SRF will be required to conduct and attend one (1) neighborhood meeting. The meeting will be attended by two staff from SRF.

- This scope is solely for final design services and does not include in-construction services. Our scope will take the project through the bidding and award process.

- Our proposed fee, in the attached scope of services, assumes a project construction cost estimate of approximately $1.5M.

SCHEDULE

We will complete this work within a mutually agreed-upon time schedule. It is our understanding that our proposal will be considered at the December 8, 2014 City Council meeting. We are available to start on this project immediately upon receipt of a Notice to Proceed from the City.

BASIS OF PAYMENT/BUDGET

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses, such as printing, supplies, reproduction, etc., will be billed at cost, and mileage will be billed at the allowable IRS rate for business miles at the time those miles are incurred. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 30 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be $117,014.00, which includes both time and expenses. Attached is a detailed Task-Hour breakdown of our specific scope and time estimated to complete each task.

CHANGES IN THE SCOPE OF SERVICES

It is understood that if the scope or extent of work changes, our fees will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget amendment request for the new work and will not begin work until we receive authorization from you.

STANDARD TERMS AND CONDITIONS

The attached Standard Terms and Conditions (Attachment A), together with this proposal for professional services, constitute the entire agreement between the Client and SRF Consulting Group, Inc. and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

ACCEPTANCE/NOTICE TO PROCEED

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is dhutton@srfconsulting.com.

We sincerely appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.

David E. Hutton, PE (MN WI)
Senior Associate

Michael R. Turner, PE (MN SD TX)
Principal

DEH/MRT/bls

Attachments: Attachment A: Standard Terms and Conditions
Work Tasks and Person-Hour Estimate

APPROVED:

____

(signature)

Name ___________________________________

Title ___________________________________

Date ___________________________________

This fee proposal is valid for a period of 90 days. SRF reserves the right to adjust its fee estimate after 90 days from the date of this proposal.

SRF P14851

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ATTACHMENT A
STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

   a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.

   b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

   All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

   Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty (30) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

   Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

   SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

   a. To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.

   b. To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless SRF, their officers, directors and employees against all damages, liabilities or costs to the extent caused by the CLIENT's negligent acts under this Agreement and anyone for whom the CLIENT is legally liable.

7. TERMINATION OF AGREEMENT

   Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

   All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. USE OF ELECTRONIC MEDIA

a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.

c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

If negotiation in good faith fails to resolve a dispute within the thirty (30) days of notice of the dispute, or time period specified by applicable law, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

16. CONTROLLING LAW

This Agreement is to be governed by the law of the principal place of business of SRF.

17. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.

CLIENT: **CITY ROSEVILLE**

CONSULTANT: **SRF CONSULTING GROUP, INC.** **P14851**
EXHIBIT A

PROJECT: **TWIN LAKES PARKWAY PROJECT**
PRELIMINARY AND FINAL DESIGN

TASK NO.	WORK TASK DESCRIPTION	***** ESTIMATED PERSON-HOURS ***** PRINCIPAL	SR. ASSOC	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	ESTIMATED FEE
1.0	**PROJECT MANAGEMENT**								
1.1	Provide general administration of the project including invoices, cost and schedule updates, billing preparation, other non technical work, communication with the necessary project personnel and all other work to ensure all the project tasks are completed on time, within budget and in accordance with applicable laws, rules and regulations.	5	0	0	0	0	0	5	
1.2	Provide general coordination of the project including scheduling project team meetings, agency coordination meetings (State Aid), utility company coordination meetings and other meetings as needed.	0	10	0	0	0	0	10	
1.3	Provide ongoing Quality Assurance and Quality Control (QA/QC) throughout the project duration. Includes an independent review of all submittals.	0	5	0	0	0	0	5	
	SUBTOTAL - TASK 1	**5**	**15**	**0**	**0**	**0**	**0**	**20**	**$2,945**
2.0	**PROJECT MEETINGS AND PUBLIC INVOLVEMENT**								
2.1	Arrange and conduct project coordination meetings to discuss issues related to design decisions, permitting, schedule, plan review timelines and final plan approval. This task includes preparation and distribution of meeting minutes within one week of the actual meeting. Assumes 1 meeting and 2 staff	0	10	0	0	0	0	10	
2.2	Identify, arrange for and conduct coordination meetings with affected utility companies at the 50% and 95% plan complete milestone to incorporate identified utility displacement into the plans. This task includes preparation of materials and preparation and distribution of meeting minutes within one week of the actual meeting date. Assume 2 meetings and 2 staff	0	16	0	0	0	0	16	
2.3	Provide suport services to the City for, and attend, 1 neighborhood meeting.	0	8	0	0	1	0	9	
	SUBTOTAL - TASK 2	**0**	**34**	**0**	**0**	**1**	**0**	**35**	**$4,700**
3.0	**TOPOGRAPHICAL SURVEY AND STRUCTURE INVENTORY**								
3.1	Topographical survey including preliminary survey, structure inventory, measurements, and other field observations necessary to complete the design plans and specifications. Depths of all structures, including top nuts of valves, shall be obtained to evaluate potential conflicts. Includes time for control setting and processing of survey data into design files.	0	4	0	40	0	0	44	
	SUBTOTAL - TASK 3	**0**	**4**	**0**	**40**	**0**	**0**	**44**	**$3,980**

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TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	ESTIMATED FEE
		***** E S T I M A T E D	P E R S O N - H O U R S *****						
4.0	**IDENTIFY AND PREPARE PERMIT APPLICATIONS**								
4.1	Coordinate with permitting agencies to acquire approval of all permit applications. This task includes preparation of materials/drawings pertinent to the project to satisfy the requirements of the permitting agencies. Coordination meetings with pertinent agencies are included elsewhere, but it is assumed that attendance at the RCWD Board meeting is not required.	0	0	0	10	0	0	10	
	Agencies requiring a permit for this project are anticipated to be:								
	- Rice Creek Watershed	0	4	0	20	3	1	28	
	- NPDES Phase II (MPCA)			2					
	- SWPPP			2		2			
	- Mn Department of Health			2					
	- MPCA - Sanitary Sewer			2					
	- Wetlands are covered in a separate task below.								
	SUBTOTAL - TASK 4	**0**	**4**	**8**	**30**	**5**	**1**	**38**	**$4,486**
5.0	**COST ESTIMATES**								
	Final engineering construction cost estimates, based on project design quantities and typical unit prices will be provided at the 50%, 95%, and 100% plan								
5.1	Prepare cost estimates to accompany the 50%, 95%, and 100% plan submittal.	0	0	0	40	0	0	40	
	SUBTOTAL - TASK 5	**0**	**0**	**0**	**40**	**0**	**0**	**40**	**$3,440**
6.0	**UTILITY IDENTIFICATION AND RELOCATION**								
	Utility information and mapping will correspond to Utility Quality Level C as defined in CI/ASCE 38-02 "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data"								
6.1	Coordinate with Gopher State One Call to locate all utilities in the project area.	0	0	0	4	0	0	4	
6.2	Prepare final utility plans and tabulations showing identified inplace public and private utilities located within the proposed construction limits. The final utility plans and tabulations shall include the following: - List of Utility owners within the project - Plan view of identified inplace utilities showing location, size, and type of facility. - Distinction between overhead and buried utility lines. - Tabulation of identified inplace utilities showing the location (indicated by station and offset from the roadway alignment used in the final construction plan), the utility facility owner, and the size and type of facility in the project area. Indicate the effect in the tabulation for each utility identified (leave as is, adjust, relocate, or remove). - Utility locations and existing and proposed right-of-way lines on the cross section sheets.	0	0	0	12	0	0	12	

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PRELIMINARY AND FINAL DESIGN

		***** E S T I M A T E D	P E R S O N - H O U R S *****						
TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	ESTIMATED FEE
6.3	Submit a Utility Verification and Information Letter to each identified utility owner, no later than 90 days prior to the submission of final plans for approval. Included will be title sheet, construction plan sheets, profiles, construction staging, utility tabulations, inplace utility plan sheets and cross sections.	0	0	0	4	0	0	4	
6.4	The final locations of all private utilities will be determined by the utility owners and such information shall be furnished to the Consultant who shall show new locations in the final construction plans provided the information is furnished prior to substantial completion of the plans.	0	0	0	2	0	0	2	
6.5	Review proposed utility relocations for constructability and conflict with other utilities.	0	0	0	0	0	0	0	
	SUBTOTAL - TASK 6	**0**	**0**	**0**	**22**	**0**	**0**	**22**	**$1,892**
7.0	**DRAFT PLAN PREPARATION**								
7.1	**50% Plans** Incorporate the design elements into a draft plan set for City review. Perform preliminary drainage investigation and recommend appropriate BMP's. Plan set to include: - Title sheet and general layout - Statement of Estimated Quantities - Typical sections - Horizontal and vertical alignments and geometrics - Utility plan and tabulations - Cross sections (with inplace right of way shown) - Construction limits (shown on both the inplace topography and construction plans) - Removal plans - Utility relocation plans - Preliminary Drainage investigation; determination of BMP's such as Grit Chambers and Rain Gardens	0	10	40	50	40	0	140	
7.2	**95% Plans** Incorporate City review comments and input and subsequent design work of the 50% plans into the 95% construction plans. The plans will include all elements of the 50% plans plus further developed items. 95% plans to include all the plan sheets of the plan set. See 100% plan task for a list of the plan sheets to be included.	0	10	20	40	40	0	110	
	SUBTOTAL - TASK 7	**0**	**20**	**60**	**90**	**80**	**0**	**250**	**$24,940**
8.0	**TRAFFIC SIGNAL & INTERCONNECT DESIGN**								
8.1	Signal Justification Report (SJR) - Fairview Ave at Twin Lakes Pkwy - Assumes a SJR (not an ICE) will be prepared for the Fairview Ave/Twin Lakes Pkwy intersection, consistent with current MnDOT State Aid requirements.	1	4	0	16	4	1	26	

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PRELIMINARY AND FINAL DESIGN

TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	ESTIMATED FEE
		***** E S T I M A T E D	P E R S O N - H O U R S *****						
	- AM and PM Peak turning movement forecast data and existing approach volume data will be available from previous traffic study work in the project area and will not need to be developed or collected specifically for the creation of the SJR. - Assumes one round of review comments by agencies. - Assumes SRF Basic QMP processes and documentation will be required. - Prepare draft SJR, submit for agency review, address review comments, submit for signatures								
8.2	Permanent Traffic Signal Design, PS&E - Fairview Ave at Twin Lakes Pkwy - Assumes one permanent signal will be designed at the intersection of Fairview Ave at Twin Lakes Pkwy. Assumes Accessible Pedestrian Systems (APS) will be included in the design of the permanent signals. - Deliverables include permanent signal plans with details, Division SS special provisions and engineer's estimate, to be incorporated into overall project construction documents submittals and final package. - Mast arm signal poles shall be placed during design to accommodate the proposed ultimate intersection so they will not need to be moved in the future. - Assumes SRF Basic QMP processes and documentation will be required. - Assumes no temporary signal system will be required at the intersection to facilitate staging and construction of the project. - Includes design of conduits and handholes or vaults for future interconnect along Fairview Ave between Twin Lakes Pkwy and County Road C within the project limits. Will not include fiber schematics or the inclusion of interconnect wire or fiber. - Does not include time for services during bidding or construction.	2	18	0	30	86	2	138	
	SUBTOTAL - TASK 8	**3**	**22**	**0**	**46**	**90**	**3**	**164**	**$17,546**
9.0	**LIGHTING** Assumptions - Project tasks include: - SRF to provide lighting design based on existing sidewalk/trail lighting leading into the project - Lighting from roundabout leading into the project will be fed from system at existing rourndabout. - Intersection lighting design to be incorporated into the signals at Fairview. This will also serve as feedpoint for lighting in this half of the project. - Provide telecom empty conduit - City will provide as-builts of existing street lighting - No site visit required specific to lighting - Utilize SRF basic QMP methods - Utilize 60%, 95% and final plan set methods								
9.1	Meet with City staff to understand telecom conduit and any sidewalk/trail issues.	0	1	0	0	0	0	1	
9.2	Provide lighting 60% design for Twin Lakes Parkway between Prior Ave and Fairview Ave. - project management - gather as-built and utility information	0	4	0	0	4	12	20	

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PROJECT: TWIN LAKES PARKWAY PROJECT PRELIMINARY AND FINAL DESIGN

TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	ESTIMATED FEE
	***** ESTIMATED PERSON-HOURS *****								
	- create 60% plan drawings outlining proposed light unit locations, feedpoint locations and basic wire routing								
9.3	Provide lighting 95% design for Twin Lakes Parkway between Prior Ave and Fairview Ave. Provide preliminary plans, specifications and engineers estimate. - project management - respond to comments on 60% drawings - create 95% drawings including cover sheet tab/legend (1), site plan sheets (2), installation detail sheets (2), wiring detail sheet (1) and as-built detail FYI sheets (2) - develop quantities and estimate - develop specifications	0	3	0	4	4	0	11	
9.4	Provide street lighting final design for Twin Lakes Parkway between Prior Ave and Fairview Ave. Finalize plans, specifications and engineers estimate. - project management - respond to comments on 95% drawings - final PS&E documents	0	2	0	4	4	0	10	
	SUBTOTAL - TASK 9	**0**	**10**	**0**	**8**	**12**	**12**	**42**	**$4,030**
10.0	**WATER RESOURCES DESIGN** Assumptions: - Storm sewer/stormwater pond layout from 2008 provides the basis for the design - Stormwater BMP design will need to be updated to provide for current Rice Creek Watershed District standards if it can fit within the available right-of-way - Modeling required for the BMP will be performed using HydroCAD - Storm sewer design shall meet the City's Minimum Engineering Standards for Stormwater Conveyance and State Aid guidelines/standards where more restrictive.								
10.1	Collect and review all available data for the corridor, including the RCWD rules, available soils data, contaminated soils information, drainage area information for the surrounding land uses that may impact the design, and any other pertinent data	0	2	0	8	0	0	10	
10.2	Identify potential BMP strategies for the project that meets the RCWD regulations within the right-of-way provided for the project. This will likely inlcude some type of filtration/ponding area (rather than infiltration) given the potential for contaminated soils.	0	4	0	12	1	0	17	
10.3	Meet with RCWD and City staff to review BMP strategies and discuss alternatives to meeting the rules (assumes 1 meeting)	0	3	0	4	0	0	7	
10.4	Prepare draft storm sewer and BMP plans that meet current State Aid standards.	1	4	7	38	28	0	78	

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PROJECT: TWIN LAKES PARKWAY PROJECT PRELIMINARY AND FINAL DESIGN

TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	ESTIMATED FEE
		***** E S T I M A T E D P E R S O N - H O U R S *****							
10.5	Prepare final plans, including storm sewer plans and profiles, BMP grading plans, and erosion control plans incorporating comments on the draft plans.	0	5	7	22	20	0	54	
10.6	Prepare H&H models of existing and proposed conditions to confirm BMP and outlet structure design. Assumes HydroCAD models will be prepared.	0	1	3	6	0	0	10	
10.7	Prepare water resource specifications as required.	0	2	0	8	0	1	11	
10.8	Prepare quantities and cost estimates for the water resource items at the 3 scheduled turn-ins.	0	1	0	8	0	0	9	
10.9	Prepare a drainage area layout map, spread calculations, and storm sewer sizing design documentation package for submittal to State Aid Office.	0	1	3	8	2	1	15	
10.10	Perform QC on the final products	1	4	0	0	0	0	5	
	SUBTOTAL - TASK 10	**2**	**27**	**20**	**114**	**51**	**2**	**216**	**$21,439**
11.0	**FINAL CONSTRUCTION PLANS**								
11.1	Prepare a complete set of detailed final construction plans for the utilities, grading, surfacing, and drainage facilities. The final horizontal and vertical alignments will be compatible with the approved geometric layout and previous plan submittals and revisions.	0	10	30	10	40	0	90	
	Includes special provisions for listed tasks and assistance to City during bidding. Assumes City will prepare and submit the full project manual for bidding and conduct bidding administration.	0	0	10	0	0	8		

Form, sequence and content of plans will comply with all applicable State Aid Rules and conventions. A signature block will be included on all sheets except standard

TITLE SHEET: Contains the location map, signature block, sheet index, project data, station equations, and station-reference point comparisons.

GENERAL LAYOUT: Layout of the project area showing the plan sheet layout and sheet numbers for reference.

STATEMENT OF ESTIMATED QUANTITIES: Contains Mn/DOT's standard pay item number, item description and quantity of all materials. Quantity totals will be sub-

QUANTITY TABULATIONS: A summary of the earthwork volumes by station. Detailed tabulations of each item contained on the estimated quantities sheet.

QUANTITY DOCUMENTATION: Two independent quantity calculations or one set checked by a registered engineer will be prepared for each item. The computations

SOILS/CONSTRUCTION NOTES, STANDARD PLATES AND INDEX OF TABULATIONS: Soils and construction notes covering special requirements and critical

TYPICAL SECTIONS: Sections will be shown for existing roadways and all roadways to be constructed under this contract. Surface type, base materials and subgrade

STANDARD PLANS AND STANDARD DETAIL SHEETS: Standard plans as appropriate to eliminate or supplement construction details in the plan. Assumes Mn/DOT

EXISTING TOPOGRAPHY, UTILITY AND REMOVAL PLANS AND TABULATIONS: 1" = 100' scale plans showing all known inplace topographic features and private

CLIENT: **CITY ROSEVILLE**

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EXHIBIT A

***** E S T I M A T E D P E R S O N - H O U R S *****

TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	ESTIMATED FEE
	ALIGNMENT PLANS AND TABULATIONS: Alignment plans at 1" = 200' scale showing all proposed roadway stationing and identifying all alignment points with point								
	Tabulation sheets showing all alignment and curve data (PC, PI, PT, POT, POC, PCC) for the alignment points shown on the alignment plan. Tabulated data will include								
	CONSTRUCTION PLAN SHEETS: 1" = 100' scale plans of the project providing detailed information on the location of items such as: roadways, shoulders, radii, turn								
	CONSTRUCTION PLAN DETAILS: Detail drawings of major intersections showing all horizontal geometry, edge of pavement profiles and details (such as radii, tapers,								
	MISCELLANEOUS DETAILS: Horizontal geometry and details necessary for the construction of unique or non-standard items such as concrete joint details (including								
	PROFILE SHEETS: Profiles of the proposed principal streets and cross roads. Information shown on the profiles will include: vertical control, vertical curve data, top of								
	Where curb and gutter are used in project, profiles will be shown along gutter flow lines at selected locations as required to ensure proper drainage.								
	SUPER ELEVATIONS: 1" = 100' plans with the station, location, and cross slope at the beginning, zero cross slope point, and end of the super elevation transition being								
	WATER RESOURCE NOTES: Notes explaining drainage design and permitting information will be included. Provide complete detailed drawings of all special structures								
	DRAINAGE PLANS: 1" = 100' scale plans. Urban (curb and gutter) section roadways will have catch basins and a closed drainage system. Plans will show any special								
	EROSION CONTROL: Location and type of temporary erosion control devices, (bio filter checks, silt fences, etc.) and sedimentation basins that will be used to control								
	INPLACE DRAINAGE TABULATIONS: List type, size and location of all inplace drainage structures within the project limits shown on the existing topography and utility								
	PROPOSED DRAINAGE TABULATIONS: List the location, type, size, length, inlet and outlet elevations, top of casting elevation, grade, class, alternative pipe types,								
	STORM SEWER PROFILES: A profile of the centerline of all proposed culverts and storm sewers, along with the culvert or pipe's size, length, grade, hydraulic grade								
	TURF ESTABLISHMENT PLANS AND PERMANENT EROSION/SEDIMENT CONTROL: 1" = 100' scale plans showing areas requiring permanent turf establishment								
	TRAFFIC CONTROL PLANS AND TABULATIONS: Traffic control plans and tabulations will be included as necessary.								
	SIGNING, STRIPING AND PAVEMENT MARKING PLANS: Signing, striping and pavement marking plans and tabulations will be included as previously described.								
	TRAFFIC SIGNAL PLANS AND SPECIAL PROVISIONS: Emergency Vehicle Pre-emption device will be included.								
	CROSS-SECTION MATCH LINE LAYOUT: A 1" = 200' match line layout will be included in the plans indicating the cross-section locations and centerline alignments.								
	CROSS-SECTION SHEETS: cross sections at a minimum of 50 foot intervals, with intermediate sections at plus stations of unique physical features. Existing ground,								
11.2	Submit 100%-complete plan for review and approval. Submittal will include 5 copies of 11" x 17" plans, all CADD files. Special provisions data will also be submitted.	0	0	4	0	2	24	30	
11.3	Obtain any comments and perform revisions as necessary. Re-submit final plans for approval.	0	0	0	0	0	0	0	

CLIENT: CITY ROSEVILLE

PROJECT: TWIN LAKES PARKWAY PROJECT PRELIMINARY AND FINAL DESIGN

CONSULTANT: **SRF CONSULTING GROUP, INC.**
EXHIBIT A

P14851

TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	ESTIMATED FEE
		***** ESTIMATED PERSON-HOURS *****							
11.4	Upon approval of the final plan, submit one draft set of signed original 100% complete plans on 11" x 17" bond paper, with the cover sheet on vellum or mylar. Also submit one complete set of draft final special provisions and final cost estimate, final drainage area map and hydraulics report, and advertisement for bid.	0	0	4	0	0	2	6	
	SUBTOTAL - TASK 11	**0**	**10**	**48**	**10**	**42**	**34**	**126**	**$13,294**
12.0	**WETLAND DELINEATION and PERMITTING**								

Assumptions:
- Assumes City of Roseville will secure all property access permission prior to fieldwork.
- Assumes delineation of two (2) wetlands along the proposed segment of Twin Lakes Parkway from Prior Avenue North to Fairview Avenue North.
- Assumes wetland delineation will be limited to 150' on each side of the proposed Twin Lakes Parkway.
- Assumes one site visit to complete wetland delineations.
- Assumes delineations will be completed and submitted for approval during the 2015 growing season as defined by the U.S. Army Corps of Engineers (USACE) wetland delineation manual.
- City of Roseville will provide review and approval of the draft and final wetland delineation report prior to submittal to the Technical Evaluation Panel (TEP).
- Assumes SRF will distribute the delineation report to the Wetland Conservation Act (WCA) Local Government Unit (LGU) and USACE for official noticing.

- Assumes one (1) MnDNR Public Waters within the project limits - requires MnDNR Public Waters Work Permit.
- Assumes un-avoidable wetland impacts associated with the project are not eligible for the Board of Water and Soil Resources Safety Credits and will be mitigated through the purchase of wetland credits. Actual purchase of the wetland credits will be the responsibility of the City of Roseville.
- Preparation of a Wetland Mitigation Plan has not been included as any necessary mitigation could occur through wetland banking credits.
- Assumes City of Roseville will sign the wetland delineation and permit applications, and pay any associated fees.
- Assumes one revision to the WCA/USACE joint permit application in response to agency comments (if necessary).
- Assumes Section 404 permit from the USACE will be a General Permit (GP) requiring 3-4 months to acquire after submittal.

Client Deliverables:
- Review & comments on the draft wetland delineation report.
- Provide approval of wetland delineation report prior to submittal to the TEP.
- Signatures on the wetland delineation and WCA/USACE Joint permit application.

SRF Deliverables:
- Draft wetland delineation report for review.
- WCA/USACE wetland boundary and type application.
- Five (5) hardcopies of the final wetland delineation report.

CLIENT: CITY ROSEVILLE

PROJECT: TWIN LAKES PARKWAY PROJECT PRELIMINARY AND FINAL DESIGN

CONSULTANT: **SRF CONSULTING GROUP, INC.**
EXHIBIT A

P14851

TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	ESTIMATED FEE
		***** E S T I M A T E D	P E R S O N - H O U R S *****						
	- Electronic PDF copy of the final wetland delineation report. - Wetland boundary file in CAD or GIS format. - Completed WCA/USACE joint permit application for submittal.								
12.1	Wetland Type Identification and Delineation (Field Work) - Delineate wetlands within 100 feet of centerline of proposed Twin Lakes Parkway, in accordance with the U.S. Army Corps of Engineers 1987 Delineation Manual; appropriate Supplement, regulatory guidance, and Wetland Conservation Act Standards (WCA). - A minimum of one sampling transect per delineated wetland providing at least one wetland plot and one upland plot. Data collected to include vegetation, soils, and hydrologic indicators. - A minimum of one photo will be taken at each sampling transect to include in the wetland delineation report. - Record the locations of each wetland boundary flag and sampling pit flag with a sub-foot accurate Trimble GeoXH GPS. - Upload and post-process GPS data. Convert and export shapefiles to CAD as necessary.	0	0	10	0	0	0	10	
12.2	Complete Wetland Delineation Report - Complete a wetland delineation report per U.S. Army Corps of Engineers and WCA standards. Delineation report to include the following sections: • Cover/Title Page • Background/Introduction • Methods of Determination • Wetland Results/Findings • Conclusions/Recommendations • Additional Information (References Cited) • Wetland Determination Data Forms • Maps Depicting Surveyed Wetland Boundaries • Photographs from each sampling transect. • Historical wetland review. - Prepare draft wetland delineation report for the City's review. - Revise wetland delineation report as per City's comments.	0	0	24	0	0	0	24	
12.3	Complete historical wetland review of delineated wetlands to determine if they are out side of the scope of WCA/USACE Jurisdiction. Assumes non-jurisdictional wetlands will not have to be mitigated for.	0	0	8	0	0	0	8	
12.4	Complete WCA/USACE wetland delineation submittal application.	0	0	2	0	0	0	2	
12.5	Attendance of up to one (1) Technical Evaluation Panel (TEP) meeting. The purpose of the TEP meeting will be to: - Attend TEP meeting in support of boundary/type application approval. - Chart a path forward for permitting - Determine critical permitting dates - Meeting minutes from the TEP will be prepared and distributed to the group.	0	0	8	0	0	0	8	
12.6	Complete the WCA / USACE Joint Permit Application.	0	0	40	0	8	0	48	

CLIENT: CITY ROSEVILLE

CONSULTANT: **SRF CONSULTING GROUP, INC.** **P14851**
EXHIBIT A

PROJECT: TWIN LAKES PARKWAY PROJECT PRELIMINARY AND FINAL DESIGN

TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	ESTIMATED FEE
		***** ESTIMATED PERSON-HOURS *****							
	- Prepare discussion of sequencing, i.e. avoidance and minimization measures. Identify potential opportunities for mitigation. Preparation of a Wetland Mitigation Plan has not been included as any necessary mitigation could occur through private wetland banking credits. - Supplemental to the wetland permit application will be plan sheets at an appropriate scale showing delineated wetland boundaries, engineering line work, construction limits, wetland impacts, wetland types, and one cross section at each impacted wetland.								
12.7	Locate suitable private banked mitigation credits for impacts resulting from the road improvement projects. All negotiations and monetary transactions for purchased bank credits will be the responsibility of the County. Potential mitigation concepts will be summarized in the sequencing section of the WCA / USACE Joint permit application.	0	0	4	0	0	0	4	
12.8	In addition to the TEP Pre-permit application meeting, coordinate via informal communications with appropriate resource agencies as necessary throughout the permitting process.	0	0	8	0	0	0	8	
12.9	Complete and submit MnDNR Public Waters Work Permit for impacts to MnDNR Public Water Wetland 49W. - Prepare and submit MnDNR Public Waters Work Permit through the online MnDNR MPARS System. - Permit fees will be direct billed to the City of Roseville.	0	0	24	0	0	0	24	
12.10	Perform internal reviews and checks of deliverables.	0	0	6	0	0	0	6	
	SUBTOTAL - TASK 12	**0**	**0**	**134**	**0**	**8**	**0**	**142**	**$13,610**
	TOTAL ESTIMATED PERSON-HOURS	**10**	**146**	**270**	**400**	**289**	**52**	**1139**	
	AVERAGE HOURLY BILLING RATES	$184	$135	$95	$86	$110	$56		
	ESTIMATED LABOR AND OVERHEAD	$1,840	$19,710	$25,650	$34,400	$31,790	$2,912		**$116,302**
	ESTIMATED DIRECT NON-SALARY EXPENSES								**$712**
	TOTAL ESTIMATED FEE								**$117,014** ========

ESTIMATE OF DIRECT NON-SALARY EXPENSES:

MILEAGE:	**200** Miles @	$0.56		**$112**

CLIENT: CITY ROSEVILLE

CONSULTANT: **SRF CONSULTING GROUP, INC.** **P14851**
EXHIBIT A

**PROJECT: TWIN LAKES PARKWAY PROJECT
PRELIMINARY AND FINAL DESIGN**

TASK NO.	WORK TASK DESCRIPTION		PRINCIPAL	SR. ASSOC	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	ESTIMATED FEE
			***** E S T I M A T E D P E R S O N - H O U R S *****							
	REPRODUCTION:	Copy Duplication								**$500**
	COMMUNICATIONS:	Mail, Express, Etc.								**$100**
										$0
										$0
	ESTIMATED DIRECT NON-SALARY EXPENSES									**$712**
										=======

ROSEVILLE

REQUEST FOR CITY COUNCIL ACTION

Agenda Date: **12/08/2014**
Agenda Item: 14.a

Department Approval	City Manager Approval

Item Description: Request by the Community Development Department for direction on the creation of a formal Voluntary Environmental Assessment Worksheet (EAW) Waiver process for projects zoned Community Mixed-Use (CMU) in the Twin Lakes Redevelopment Area (**PROJ0032)**.

BACKGROUND

On September 15, 2014, the Community Development Department met with the City Council to discuss the existing voluntary Environmental Assessment Worksheet (EAW) and waiver process that is currently required for developments in the Community Mixed Use District (CMU), which affects the Twin Lakes Redevelopment Area. The purpose of staff's discussion with the Council was to better understand the necessity of the EAW and to determine whether a waiver process should be created, and if such a process was created what its requirements might look like.

Staff noted that an EAW waiver process would not have to be an "all or nothing" approval and that the City Council could waive the EAW but still require an applicant to submit information to support areas of environmental concern applicable to a site (such as traffic impacts, water quality, hazardous materials, etc.) There appeared to be some City Council consensus around the approach outlined above, and it was mentioned that the goal was not to unnecessarily burden applicants but to focus on the issues of concern by using a City "mini-EAW" process.

Staff advised the City Council that the City could take the key pieces it was considering from an EAW and include them as a requirement in a waiver process. This would require a developer to provide those items to demonstrate that there is no need to go further, much like the formal EAW process, and it would allow staff to know of any hot-button issues. Council also discussed incorporating a draft EAW as part of any waiver requirement, with approval or denial at the discretion of the City Council on a case-by-case basis.

Over the past two months the Planning Division has reviewed the existing EAW, discussed further the purpose of the EAW requirement and the desired outcome, and the potential of a waiver process.

PROPOSED ENVIRONMENTAL ANALYSIS

The Planning Division's main suggestion is to eliminate the required voluntary EAW (not a mandatory EAW as required under Chapter 4410 Minnesota Administrative Rules) for development proposals within Twin Lakes. To replace this process, staff is proposing a City environmental review process that is modeled on the State's EAW process, but acknowledges the understanding that was obtained in the AUAR process, focuses on the issues relevant to the site, and reduces the time/expense associated with completing a full EAW.

To facilitate this, the Planning Division has developed an environmental review worksheet that can be substituted for the more formal EAW process discussed in Resolution 11015 (see Attachment A). It would be our intention, based on the location of a subject property, that the process include input from the Minnesota Department of Natural Resources (DNR), Minnesota Pollution Control Agency (PCA), and the Ramsey County Traffic Engineer.

Staff has also discussed the most appropriate time to require this document in the development approval process. An early understanding of the environmental conditions can be helpful as an applicant goes through the design process. However, requiring the environmental review too early can be challenging if the applicant doesn't know enough about possible tenants and other details to be able to identify the impact generators. For this reason, staff is proposing that staff work with each applicant on a case-by-case basis to identify the most appropriate time to submit the environmental analysis. Under no circumstances, however, would a permit be allowed for construction of buildings or site improvements until after the environmental analysis was approved by the City Council.

Roseville's Alternative Urban Areawide Review (AUAR) contains a great foundation of environmental analysis of the Twin Lakes Area and follows the EAW (see Attachment B). It is Planning staff's belief that little has changed in the area since 2012 (except background traffic), especially given the limited activity in Twin Lakes and the fact the land itself has incurred no dramatic changes that might affect environmental outcomes. Therefore, the Planning Division would require an applicant to utilize the AUAR when crafting the City's environmental review worksheet and determine, with staff's assistance, those areas that should be re-analyzed.

For the City Council's information, following are the 19 question areas analyzed in Roseville's AUAR. The same areas are contained in the EAW and will be the basis for the City's environmental review worksheet. If an area has answered "no" in the AUAR process, applicants would not be require to repeat the analysis as part of the new process.

11. Fish, Wildlife, and Ecologically Sensitive Resources

a. Identify fish and wildlife resources and habitats on or near the site and describe how they would be affected by the project. Describe any measures to be taken to minimize or avoid impacts.

b. Are any state-listed (endangered, threatened or special concern) species, rare plant communities or other sensitive ecological resources such as native prairie habitat, colonial waterbird nesting colonies or regionally rare plant communities on or near the site?

☐ Yes ☒ No If yes, describe the resource and how it would be affected by the project. Indicate if a site survey of the resources has been conducted and describe the results. If the DNR Natural Heritage and Nongame Research Program has been contacted give the correspondence reference number:

12. Physical Impacts on Water Resources.

Will the project involve the physical or hydrologic alteration (dredging, filling, stream diversion, outfall structure, diking, impoundment) of surface water such as a lake, pond, wetland, stream, drainage ditch? ☒Yes ☐No

If yes, identify water resource affected and give the DNR Protected Waters Inventory number(s) if the water resources affected are on the PWI. Describe alternatives considered and proposed mitigation measures to minimize impacts

13. Water Use.

Will the project involve installation or abandonment of any water wells, connection to or changes in any public water supply or appropriation of any ground or surface water (including dewatering)? ☒ Yes ☐ No

If yes, as applicable, give location and purpose of any new wells; public supply affected, changes to be made, and water quantities to be used; the source, duration, quantity and purpose of any appropriations; and unique well numbers and DNR appropriation permit numbers, if known. Identify any existing and new wells on the site map. If there are no wells known on site, explain methodology used to determine.

14. Water-related Land Use Management Districts.

Does any part of the project involve a shoreland zoning district, a delineated 100-year flood plain, or a state or federally designated wild or scenic river land use district? If yes, identify the district and discuss project compatibility with district land use restrictions. ☒ Yes ☐ No

15. Water Surface Use.

Will the project change the number or type of watercraft on any water body? ☐ Yes ☒ No

If yes, indicate the current and projected watercraft usage and discuss any potential overcrowding or conflicts with other uses

16. Erosion and sedimentation.

Give the acreage to be graded or excavated and the cubic yards of s0il to be moved:____ acres____cubic yards. Describe any steep slopes or highly erodible soils and identify them on the site map. Describe any erosion and sedimentation control measures to be used during and after project construction.

17. Water Quality - Surface Water Runoff.

a. Compare the quantity and quality of site runoff before and after the project. Describe permanent controls to manage or treat runoff. Describe any stormwater pollution prevention plans.

b. Identify routes and receiving water bodies for runoff from the site; include major downstream water bodies as well as the immediate receiving waters. Estimate impact runoff on the quality of receiving waters.

18. Water Quality - Wastewater

a. Describe sources, composition and quantities of all sanitary, municipal and industrial wastewater produced or treated at the site.

b. Describe waste treatment methods or pollution prevention efforts and give estimates of composition after treatment. Identify receiving waters, including major downstream water bodies, and estimate the discharge impact on the quality of receiving waters. If the project involves on-site sewage systems, discuss the suitability of site conditions for such systems.

c. If wastes will be discharged into a publicly owned treatment facility, identify the facility, describe any pretreatment provisions and discuss the facility's ability to handle the volume and composition of wastes, identifying any improvements necessary.

d. If the project requires disposal of liquid animal manure, describe disposal technique and location and discuss capacity to handle the volume and composition of manure. Identify any improvements necessary. Describe any required setbacks for land disposal systems.

19. Geologic Hazards & Soil Conditions.

a. Approximate depth (in feet) to ground water: ____ to bedrock: ____

Describe any of the following geologic site hazards to ground water and also identify them on the site map: sinkholes, shallow limestone formations or karst conditions. Describe measures to avoid or minimize environmental problems due to any of these hazards.

b. Describe the soils on the site, giving NRCS (SCS) classifications, if known. Discuss soil granularity and potential for groundwater contamination from wastes or chemicals spread or spilled onto the soils. Discuss any mitigation measures to prevent such contamination.

20. Solid Wastes; Hazardous Wastes; Storage Tanks

a. Describe types, amounts and compositions of solid or hazardous wastes, including solid animal manure, sludge and ash, produced during construction and operation. Identify method and location of disposal. For projects generating municipal solid waste, indicate if there is a source separation plan; describe how the project will be modified for recycling. If hazardous waste is generated, indicate if there is a hazardous waste minimization plan and routine hazardous waste reduction assessments

b. Identify any toxic or hazardous materials to be used or present at the site and identify measures to be used to prevent them from contaminating groundwater. If the use of toxic or hazardous materials will lead to a regulated waste, discharge or emission, discuss any alternatives considered to minimize or eliminate the waste, discharge or emission.

c. Indicate the number, location, size and use of any above or below ground tanks to store petroleum products or other materials, except water. Describe any emergency response containment plans

21. Traffic.

Parking spaces added __. Existing spaces __(if project involves expansion). Estimated total average daily traffic generated___. Estimated maximum peak hour traffic generated (if known) and time of occurrence___. Provide an estimate of the impact on traffic congestion on affected roads and describe any traffic improvements necessary. If the project is within the Twin Cities metropolitan area, discuss its impact on the regional transportation system. For each affected road indicate the ADT and the directional distribution of traffic with and without the project. Provide an estimate of the impact on traffic congestion on the affected roads and describe any traffic improvements which will be necessary.

22. Vehicle-Related Air Emissions.

Estimate the effect of the project's traffic generation on air quality, including carbon monoxide levels. Discuss the effect of traffic improvements or other mitigation measures on air quality impacts. Note: If the project involves 500 or more parking spaces, consult *EAW Guidelines* about whether a detailed air quality analysis is needed.

23. Stationary Source Air Emissions.

Describe the type, sources, quantities and compositions of any emissions from stationary sources of air emissions such as boilers, exhaust stacks or fugitive dust sources. Include any hazardous air pollutants (consult *EAW Guidelines* for a listing) and any greenhouse gases (such as carbon dioxide, methane, nitrous oxide) and ozone-depleting chemicals (chloro-fluorocarbons, hydrofluorocarbons, perfluorocarbons or sulfur hexafluoride). Also describe any proposed pollution prevention techniques and proposed air pollution control devices. Describe the impacts on air quality.

24. Dust, Air and Noise Impacts.

Will the project generate odors, noise or dust during construction or during operation?

☒ Yes ☐ No

If yes, describe sources, characteristics, duration, quantities or intensity and any proposed measures to mitigate adverse impacts. Also identify locations of nearby sensitive receptors and estimate impacts on them. Discuss potential impacts on human health or quality of life. (Note: fugitive dust generated by operations may be discussed at item 23 instead of here.)

25. Sensitive Resources.

Are any of the following resources on or in proximity to the site

a. archeological, historical, or architectural resources? ☐ Yes ☒ No

b. prime or unique farmlands?

☐ Yes ☒ No

c. designated parks, recreation areas, or trails?

☒ Yes ☐ No

d. scenic views and vistas?

☐ Yes ☒ **No**

e. other unique resources?

☐ Yes ☒ **No**

26. Visual Impacts.

Will the project create adverse visual impacts during construction or operation? Such as glare from intense lights, lights visible in wilderness areas and large visible plumes from cooling towers or exhaust stacks?

☐ Yes ☒ No

If yes, explain.

27. Compatibility with Plans.

Is the project subject to an adopted local comprehensive plan, land use plan or regulation, or other applicable land use, water, or resource management plan of a local, regional, state or federal agency?

☒Yes ☐ No

If yes, describe the plan, discuss its compatibility with the project and explain how any conflicts will be resolved. If no, explain

28. Impact on Infrastructure and Public Services.

Will new or expanded utilities, roads, other infrastructure or public services be required to serve the project?

☒Yes ☐ No

If yes, describe the new or additional infrastructure or services needed. (Note: any infrastructure that is a connected action with respect to the project must be assessed in the EAW; Refer to *EAW Guidelines* for details.)

29. Cumulative Impacts.

Minnesota Rule part 4410.1700, subpart 7, item B requires that the RGU consider the "cumulative potential effects of related or anticipated future projects" when determining the need for an environmental impact statement. Identify any past, present or reasonably foreseeable future projects that may interact with the project described in this EAW in such a way as to cause cumulative impacts. Describe the nature of the cumulative impacts and summarize any other available information relevant to determining whether there is potential for significant environmental effects due to cumulative impacts (or discuss each cumulative impact under appropriate item(s) elsewhere on this form).

PLANNING DIVISION RECOMMENDATION

Since the goal from the beginning of our discussion regarding the voluntary EAW requirement has been to reduce the time necessary to provide the City applicable environmental analysis, the Planning Division recommends that the City Council replace the existing process with the attached Environmental Review Worksheet Application. The information provided by applicants will be forwarded to the appropriate State and County agencies for review and comment and to the applicable City Staff for review and comment. Upon completion of the review/comment period, either additional analysis will be required or the application and its analysis will be presented to the City Council for approval. Once approved by the Council, an applicant may prepare final documents for permitting.

SUGGESTED CITY COUNCIL ACTIONS

Adopt a Resolution abolishing Resolution 11015 and replacing it with the Roseville Environmental Review Worksheet Application, based on comments and analysis contained in this project report dated December 8, 2014.

Prepared by: City Planner Thomas Paschke - 651-792-7074 | thomas.paschke@ci.roseville.mn.us

Attachments: A: Resolution 11015; B: EAW; C: Draft Environmental Review Worksheet; D: Draft resolution

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

* * * * * * * * * * * * * * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 8th day of October, 2012 , at 6:00 p.m.

The following members were present: Willmus, McGehee, Pust, Roe

and the following were absent: Johnson

Member McGehee introduced the following resolution and moved its adoption:

RESOLUTION No. 11015

Twin Lakes Environmental Review Policy

WHEREAS, the City of Roseville adopted the Twin Lakes Business Park Final AUAR Update on October 15, 2007; and

WHEREAS, Chapter 4410 (Environmental Review) of the Minnesota Administrative Rules require that an AUAR be updated every five years; and

WHEREAS, The City of Roseville desires that the Twin Lakes Redevelopment Area is subject to environmental review, documentation, and mitigation; and

WHEREAS, The City of Roseville desires to establish a policy the will ensure that continual environmental oversight covers the Twin Lakes Redevelopment Area.

NOW, THEREFORE, BE IT RESOLVED, that

1) It is the stated policy of the City of Roseville that the Twin Lakes Redevelopment Area is subject to an Alternative Urban Areawide Review (AUAR) environmental study as defined in Chapter 4410 (Environmental Review) of the Minnesota Administrative Rules.

2) If an AUAR is not in place for the Twin Lakes Redevelopment Area and a proposed development exceeds the mandatory Environmental Assessment Worksheet (EAW) or Environmental Impact Statements (EIS) thresholds, the developer will be required to conduct the appropriate environmental review.

3) If an AUAR is not in place for the Twin Lakes Redevelopment Area, and a development is not required to do a mandatory EAW or EIS, a proposed development within the Twin Lakes Redevelopment Area will be required to conduct an Environmental Assessment Worksheet (EAW) as provided for in Chapter 4410.1000 (3)(A) (Discretionary EAWs) of the Minnesota Administrative Rules.

4) The preparation of the EAW shall be completed under the direction of the City and done by City Staff and/or City-hired consultants. All costs, including City review costs, for preparation of an EAW shall be borne by the developer. The developer shall deposit a sufficient cash deposit to cover the costs of the preparation, review, and completion of the EAW.

5) Developments approved prior to October 15, 2012 within the Twin Lakes Redevelopment Area are exempt from this policy. Development is deemed approved under this policy when all site plans have been approved by the City Community Development Department and all plats required for subsequent development have been approved by the City Council.

The motion for the adoption of the foregoing resolution was duly seconded by Member Willmus, and upon a vote being taken thereon, the following voted in favor thereof: Willmus, McGehee, Pust, Roe

and the following voted against the same: none.

WHEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 8th day of October, 2012 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 8th day of October, 2012.

C Miller

Chris Miller, Acting City Manager

(Seal)

Attachment B

Revised 2/05

ENVIRONMENTAL ASSESSMENT WORKSHEET

Note to preparers: This form is available at http://www.eqb.state.mn.us. *EAW Guidelines* will be available in Spring 1999 at the web site. The Environmental Assessment Worksheet provides information about a project that may have the potential for significant environmental effects. The EAW is prepared by the Responsible Governmental Unit or its agents to determine whether an Environmental Impact Statement should be prepared. The project proposer must supply any reasonably accessible data for — but should not complete — the final worksheet. If a complete answer does not fit in the space allotted, attach additional sheets as necessary. The complete question as well as the answer must be included if the EAW is prepared electronically.

Note to reviewers: Comments must be submitted to the RGU during the 30-day comment period following notice of the EAW in the *EQB Monitor*. Comments should address the accuracy and completeness of information, potential impacts that warrant further investigation and the need for an EIS.

1. **Project title**

2. **Proposer**
   Contact person
   Title
   Address
   City, state, ZIP
   Phone
   Fax
   E-mail

3. **RGU**
   Contact person
   Title
   Address
   City, state, ZIP
   Phone
   Fax
   E-mail

4. **Reason for EAW preparation** (check one)
   ____EIS scoping ____ Mandatory EAW____ Citizen petition ____ RGU discretion
   Proposer volunteered

   If EAW or EIS is mandatory give EQB rule category subpart number and subpart name

5. **Project location** County__________ City/Township__________

   ____ ¼ ____ ¼ Section ______ Township ________ Range ______

   Attach each of the following to the EAW:
   - County map showing the general location of the project;
   - U.S. Geological Survey 7.5 minute, 1:24,000 scale map indicating project boundaries (photocopy acceptable);
   - Site plan showing all significant project and natural features.

6. **Description**
   a. Provide a project summary of 50 words or less to be published in the *EQB Monitor.*

   b. Give a complete description of the proposed project and related new construction. Attach additional sheets as necessary. Emphasize construction, operation methods and features that will cause physical manipulation of the environment or will produce wastes. Include modifications to existing equipment or industrial processes and significant demolition, removal or remodeling of existing structures. Indicate the timing and duration of construction activities.

   c. Explain the project purpose; if the project will be carried out by a governmental unit, explain the need for the project and identify its beneficiaries.

d. Are future stages of this development including development on any outlots planned or likely to happen? __Yes __No
If yes, briefly describe future stages, relationship to present project, timeline and plans for environmental review.

e. Is this project a subsequent stage of an earlier project? __Yes __No
If yes, briefly describe the past development, timeline and any past environmental review.

7. **Project magnitude data**
Total project acreage
Number of residential units: unattached ________ attached ________maximum units per building
Commercial, industrial or institutional building area (gross floor space): total square feet________

Indicate areas of specific uses (in square feet):

Office	Manufacturing
Retail	Other industrial
Warehouse	Institutional
Light industrial	Agricultural
Other commercial (specify)	

Building height If over 2 stories, compare to heights of nearby buildings

8. **Permits and approvals required.** List all known local, state and federal permits, approvals and financial assistance for the project. Include modifications of any existing permits, governmental review of plans and all direct and indirect forms of public financial assistance including bond guarantees, Tax Increment Financing and infrastructure.

Unit of government	Type of application	Status

9. **Land use.** Describe current and recent past land use and development on the site and on adjacent lands. Discuss project compatibility with adjacent and nearby land uses. Indicate whether any potential conflicts involve environmental matters. Identify any potential environmental hazards due to past site uses, such as soil contamination or abandoned storage tanks, or proximity to nearby hazardous liquid or gas pipelines.

10. **Cover types.** Estimate the acreage of the site with each of the following cover types before and after development:

	Before	**After**		**Before**	**After**
Types 1-8 wetlands			Lawn/landscaping		
Wooded/forest			Impervious surfaces		
Brush/Grassland			Other (describe)		
Cropland					
			TOTAL		

If **Before** and **After** totals are not equal, explain why:

11. **Fish, wildlife and ecologically sensitive resources**
a. Identify fish and wildlife resources and habitats on or near the site and describe how they would be affected by the project. Describe any measures to be taken to minimize or avoid impacts.

b. Are any state-listed (endangered, threatened or special concern) species, rare plant communities or other sensitive ecological resources such as native prairie habitat, colonial waterbird nesting colonies or regionally rare plant communities on or near the site? __Yes __No
If yes, describe the resource and how it would be affected by the project. Indicate if a site survey of the resources has been conducted and describe the results. If the DNR Natural Heritage and Nongame Research program has been contacted give the correspondence reference number: . Describe measures to minimize or avoid adverse impacts.

12. **Physical impacts on water resources.** Will the project involve the physical or hydrologic alteration — dredging, filling, stream diversion, outfall structure, diking, and impoundment — of any surface waters such as a lake, pond, wetland, stream or drainage ditch? __Yes __No
If yes, identify water resource affected and give the DNR Protected Waters Inventory number(s) if the water resources affected are on the PWI:_______. Describe alternatives considered and proposed mitigation measures to minimize impacts.

13. **Water use.** Will the project involve installation or abandonment of any water wells, connection to or changes in any public water supply or appropriation of any ground or surface water (including dewatering)? __Yes __No
If yes, as applicable, give location and purpose of any new wells; public supply affected, changes to be made, and water quantities to be used; the source, duration, quantity and purpose of any appropriations; and unique well numbers and DNR appropriation permit numbers, if known. Identify any existing and new wells on the site map. If there are no wells known on site, explain methodology used to determine.

14. **Water-related land use management district.** Does any part of the project involve a shoreland zoning district, a delineated 100-year flood plain, or a state or federally designated wild or scenic river land use district? __Yes __No
If yes, identify the district and discuss project compatibility with district land use restrictions.

15. **Water surface use.** Will the project change the number or type of watercraft on any water body? __Yes __No
If yes, indicate the current and projected watercraft usage and discuss any potential overcrowding or conflicts with other uses.

16. **Erosion and sedimentation.** Give the acreage to be graded or excavated and the cubic yards of soil to be moved:
acres__________; cubic yards_________. Describe any steep slopes or highly erodible soils and identify them on the site map. Describe any erosion and sedimentation control measures to be used during and after project construction.

17. **Water quality: surface water runoff**
a. Compare the quantity and quality of site runoff before and after the project. Describe permanent controls to manage or treat runoff. Describe any stormwater pollution prevention plans.

b. Identify routes and receiving water bodies for runoff from the site; include major downstream water bodies as well as the immediate receiving waters. Estimate impact runoff on the quality of receiving waters.

18. **Water quality: wastewaters**
a. Describe sources, composition and quantities of all sanitary, municipal and industrial wastewater produced or treated at the site.

b. Describe waste treatment methods or pollution prevention efforts and give estimates of composition after treatment. Identify receiving waters, including major downstream water bodies, and estimate the discharge impact on the quality of receiving waters. If the project involves on-site sewage systems, discuss the suitability of site conditions for such systems.

c. If wastes will be discharged into a publicly owned treatment facility, identify the facility, describe any pretreatment provisions and discuss the facility's ability to handle the volume and composition of wastes, identifying any improvements necessary.

d. If the project requires disposal of liquid animal manure, describe disposal technique and location and discuss capacity to handle the volume and composition of manure. Identify any improvements necessary. Describe any required setbacks for land disposal systems.

19. **Geologic hazards and soil conditions**
a. Approximate depth (in feet) to ground water: ________ minimum________ average ______
to bedrock:________ minimum________ average________
Describe any of the following geologic site hazards to ground water and also identify them on the site map: sinkholes, shallow limestone formations or karst conditions. Describe measures to avoid or minimize environmental problems due to any of these hazards.

b. Describe the soils on the site, giving NRCS (SCS) classifications, if known. Discuss soil granularity and potential for groundwater contamination from wastes or chemicals spread or spilled onto the soils. Discuss any mitigation measures to prevent such contamination.

20. **Solid wastes, hazardous wastes, storage tanks**
a. Describe types, amounts and compositions of solid or hazardous wastes, including solid animal manure, sludge and ash, produced during construction and operation. Identify method and location of disposal. For projects generating municipal solid waste, indicate if there is a source separation plan; describe how the project will be modified for recycling. If hazardous waste is generated, indicate if there is a hazardous waste minimization plan and routine hazardous waste reduction assessments.

b. Identify any toxic or hazardous materials to be used or present at the site and identify measures to be used to prevent them from contaminating groundwater. If the use of toxic or hazardous materials will lead to a regulated waste, discharge or emission, discuss any alternatives considered to minimize or eliminate the waste, discharge or emission.

c. Indicate the number, location, size and use of any above or below ground tanks to store petroleum products or other materials, except water. Describe any emergency response containment plans.

21. **Traffic.** Parking spaces added______ . Existing spaces (if project involves expansion)________.
Estimated total average____________
daily traffic generated ________ . Estimated maximum peak hour traffic generated (if known) and time of occurrence __________
________________ . Provide an estimate of the impact on traffic congestion on affected roads and describe any traffic improvements necessary. If the project is within the Twin Cities metropolitan area, discuss its impact on the regional transportation system.

22. **Vehicle-related air emissions.** Estimate the effect of the project's traffic generation on air quality, including carbon monoxide levels. Discuss the effect of traffic improvements or other mitigation measures on air quality impacts. Note: If the project involves 500 or more parking spaces, consult *EAW Guidelines* about whether a detailed air quality analysis is needed.

23. **Stationary source air emissions.** Describe the type, sources, quantities and compositions of any emissions from stationary sources of air emissions such as boilers, exhaust stacks or fugitive dust sources. Include any hazardous air pollutants (consult *EAW Guidelines* for a listing) and any greenhouse gases (such as carbon dioxide, methane, nitrous oxide) and ozone-depleting chemicals (chloro-fluorocarbons, hydrofluorocarbons, perfluorocarbons or sulfur hexafluoride). Also describe any proposed pollution prevention techniques and proposed air pollution control devices. Describe the impacts on air quality.

24. **Odors, noise and dust.** Will the project generate odors, noise or dust during construction or during operation? __Yes __No
If yes, describe sources, characteristics, duration, quantities or intensity and any proposed measures to mitigate adverse impacts. Also identify locations of nearby sensitive receptors and estimate impacts on them. Discuss potential impacts on human health or quality of life. (Note: fugitive dust generated by operations may be discussed at item 23 instead of here.)

25. **Nearby resources.** Are any of the following resources on or in proximity to the site?
Archaeological, historical or architectural resources? __Yes __No
Prime or unique farmlands or land within an agricultural preserve? __Yes __No
Designated parks, recreation areas or trails? __Yes __No
Scenic views and vistas? __Yes __No
Other unique resources? __Yes __No
If yes, describe the resource and identify any project-related impacts on the resource. Describe any measures to minimize or avoid adverse impacts.

26. **Visual impacts.** Will the project create adverse visual impacts during construction or operation? Such as glare from intense lights, lights visible in wilderness areas and large visible plumes from cooling towers or exhaust stacks? __Yes __No
If yes, explain.

27. **Compatibility with plans and land use regulations.** Is the project subject to an adopted local comprehensive plan, land use plan or regulation, or other applicable land use, water, or resource management plan of a local, regional, state or federal agency?
__Yes __No. If yes, describe the plan, discuss its compatibility with the project and explain how any conflicts will be resolved. If no, explain.

28. **Impact on infrastructure and public services.** Will new or expanded utilities, roads, other infrastructure or public services be required to serve the project? __Yes __No. If yes, describe the new or additional infrastructure or services needed. (Note: any infrastructure that is a connected action with respect to the project must be assessed in the EAW; see *EAW Guidelines* for details.)

29. **Cumulative impacts.** Minnesota Rule part 4410.1700, subpart 7, item B requires that the RGU consider the "cumulative potential effects of related or anticipated future projects" when determining the need for an environmental impact statement. Identify any past, present or reasonably foreseeable future projects that may interact with the project described in this EAW in such a way as to cause cumulative impacts. Describe the nature of the cumulative impacts and summarize any other available information relevant to determining whether there is potential for significant environmental effects due to cumulative impacts *(or discuss each cumulative impact under appropriate item(s) elsewhere on this form).*

30. **Other potential environmental impacts.** If the project may cause any adverse environmental impacts not addressed by items 1 to 28, identify and discuss them here, along with any proposed mitigation.

31. **Summary of issues.** *Do not complete this section if the EAW is being done for EIS scoping; instead, address relevant issues in the draft Scoping Decision document, which must accompany the EAW.* List any impacts and issues identified above that may require further investigation before the project is begun. Discuss any alternatives or mitigative measures that have been or may be considered for these impacts and issues, including those that have been or may be ordered as permit conditions.

RGU CERTIFICATION. The Environmental Quality Board will only accept **SIGNED** Environmental Assessment Worksheets for public notice in the EQB Monitor.
I hereby certify that:

- The information contained in this document is accurate and complete to the best of my knowledge.
- The EAW describes the complete project; there are no other projects, stages or components other than those described in this document, which are related to the project as connected actions or phased actions, as defined at Minnesota Rules, parts 4410.0200, subparts 9b and 60, respectively.
- Copies of this EAW are being sent to the entire EQB distribution list.

Signature_______________________________ Date_______________

Title

Environmental Assessment Worksheet was prepared by the staff of the Environmental Quality Board at the Administration Department. For additional information, worksheets or for *EAW Guidelines*, contact: Environmental Quality Board, 658 Cedar St., St. Paul, MN 55155, 651-296-8253, or http://www.eqb.state.mn.us

Attachment C

COMMUNITY DEVELOPMENT
2660 Civic Center Drive ❖ Roseville, MN 55113
Phone: (651) 792-7005 ❖ Fax: (651) 792-7070

ENVIRONMENTAL REVIEW WORKSHEET APPLICATION

❑ **APPLICATION FEE: $500**

❑ **ESCROW: $1500**

Application fee should be made payable to City of Roseville upon submittal of completed waiver application.

Please complete the application by typing or printing in ink.

1. **Project title:** ______________________________

2. **Proposer**
   Company name: ______________________________
   Contact person's name/title: ______________________________
   Address: ____________________ *City/State/Zip:* ____________________
   Phone number: ____________________ *Email address:* ____________________

3. **Project location:** *(Street address and/or Ramsey County Parcel Identification Number)*
   ____

4. **Project description**
   A. Provide a brief project summary (approx. 50 words)
   ____
   ____
   ____

   B. Provide a complete description of the proposed project and related new construction, including infrastructure needs. Emphasize: 1) construction, operation methods and features that will cause physical manipulation of the environment or will produce wastes, 2) modifications to existing equipment or industrial processes, 3) significant demolition, removal or remodeling of existing structures, and 4) timing and duration of construction activities.

   C. Project magnitude

Total project acreage	
Linear project length	
Number and type of residential units	
Commercial building area (square feet)	
Other uses – specify (square feet)	
Structure height(s)	

D. Are future stages of this development including development on any other property planned or likely to happen? ☐Yes ☐No
If yes, briefly describe future stages, relationship to present project, timeline and plans for environmental review.

5. **Cover types:** Estimate the acreage of the site with each of the following cover types before and after development.

	Before	After		Before	After
Wetlands			Lawn/landscaping		
Deep water/streams			Impervious surface		
Woods/forest			Stormwater pond		
Brush/grassland			Other (describe)		

6. **Permits and approvals required:** Provide a list all known local, state and federal permits, approvals, certifications and financial assistance for the project. Include modifications of any existing permits, governmental review of plans and all direct and indirect forms of public financial assistance including bond guarantees, Tax Increment Financing and infrastructure. *All of these final decisions are prohibited until all appropriate environmental review has been completed. See Minnesota Rules, Chapter 4410.3100.*

7. **Land use**

A. Describe existing land use of the site as well as areas adjacent to and near the site.

B. Discuss the project's compatibility with nearby land uses listed in Item 7.A above, as well as Roseville's comprehensive plan, concentrating on implications for environmental effects.

C. Identify measures incorporated into the proposed project to mitigate any potential incompatibility as discussed in Item 7.B above.

8. **Geology, soils and topography/land forms**

A. Geology: Describe the geology underlying the project area and identify and map any susceptible geologic features such as sinkholes, shallow limestone formations, unconfined/shallow aquifers, or karst conditions. Discuss any limitations of these features for the project and any effects the project could have on these features. Identify any project designs or mitigation measures to address effects to geologic features.

B. Soils and topography: Describe the soils on the site, giving NRCS (SCS) classifications and descriptions, including limitations of soils. Describe topography, any special site conditions relating to erosion potential, soil stability or other soils limitations, such as steep slopes, highly permeable soils. Provide estimated volume and acreage of soil excavation and/or grading. Discuss impacts from project activities (distinguish between construction and operational activities) related to soils and topography. Identify measures during and after project construction to address soil limitations including stabilization, soil corrections or other measures. Erosion/sedimentation control related to stormwater runoff should be addressed in response to Item 9.B.ii.

9. **Water resources**

A. Describe surface water and groundwater features on or near the site in A.i and A.ii below.

i) Surface water: lakes, streams, wetlands, intermittent channels, and county/judicial ditches. Include any special designations such as public waters, trout stream/lake, wildlife lakes, migratory waterfowl feeding/resting lake, and outstanding resource value water. Include water quality impairments or special designations listed on the current MPCA 303d Impaired Waters List that are within 1 mile of the project. Include DNR Public Waters Inventory number(s), if any.

ii) Groundwater: aquifers, springs, seeps. Include: 1) depth to groundwater; 2) if project is within a MDH wellhead protection area; 3) identification of any onsite and/or nearby wells, including unique numbers and well logs if available. If there are no wells known on site or nearby, explain the methodology used to determine this.

B. Describe effects from project activities on water resources and measures to minimize or mitigate the effects in Item B.i through Item B.iv below.

i) Stormwater: Describe the quantity and quality of stormwater runoff at the site prior to and post construction. Include the routes and receiving water bodies for runoff from the site (major downstream water bodies as well as the immediate receiving waters). Discuss any environmental effects from stormwater discharges. Describe stormwater pollution prevention plans including temporary and permanent runoff controls and potential BMP site locations to manage or treat stormwater runoff. Identify specific erosion control, sedimentation control or stabilization measures to address soil limitations during and after project construction.

ii) Water appropriation: Describe if the project proposes to appropriate surface or groundwater (including dewatering). Describe the source, quantity, duration, use and purpose of the water use and if a DNR water appropriation permit is required. Describe any well abandonment. If connecting to an existing municipal water supply, identify the wells to be used as a water source and any effects on, or required expansion of, municipal water infrastructure. Discuss environmental effects from water appropriation, including an assessment of the water resources available for appropriation. Identify any measures to avoid, minimize, or mitigate environmental effects from the water appropriation.

iii) Surface Waters

a) Wetlands: Describe any anticipated physical effects or alterations to wetland features such as draining, filling, permanent inundation, dredging and vegetative removal. Discuss direct and indirect environmental effects from physical modification of wetlands, including the anticipated effects that any proposed wetland alterations may have to the host watershed. Identify measures to avoid (e.g., available alternatives that were considered), minimize, or mitigate environmental effects to wetlands. Discuss whether any required compensatory wetland mitigation for unavoidable wetland impacts will occur in the same minor or major watershed, and identify those probable locations.

b) Other surface waters: Describe any anticipated physical effects or alterations to surface water features (lakes, streams, ponds, intermittent channels, county/judicial ditches) such as draining, filling, permanent inundation, dredging, diking, stream diversion, impoundment, aquatic plant removal and riparian alteration. Discuss direct and indirect environmental effects from physical modification of water features. Identify measures to avoid, minimize, or mitigate environmental effects to surface water features, including in-water Best Management Practices that are proposed to avoid or minimize turbidity/sedimentation while physically altering the water features. Discuss how the project will change the number or type of watercraft on any water body, including current and projected watercraft usage.

10. Contamination/hazardous materials/wastes

A. Pre-project site conditions: Describe existing contamination or potential environmental hazards on or in close proximity to the project site such as soil or ground water contamination, abandoned dumps, closed landfills, existing or abandoned storage tanks, and hazardous liquid or gas pipelines. Discuss any potential environmental effects from pre-project site conditions that would be caused or exacerbated by project construction and operation. Identify measures to avoid, minimize or mitigate adverse effects from existing contamination or potential environmental hazards. Include development of a Contingency Plan or Response Action Plan.

B. Project related generation/storage of solid wastes: Describe solid wastes generated/stored during construction and/or operation of the project. Indicate method of disposal. Discuss potential environmental effects from solid waste handling, storage and disposal. Identify measures to avoid, minimize or mitigate adverse effects from the generation/storage of solid waste including source reduction and recycling.

C. Project related use/storage of hazardous materials: Describe chemicals/hazardous materials used/stored during construction and/or operation of the project including method of storage. Indicate the number, location and size of any above or below ground tanks to store petroleum or other materials. Discuss potential environmental effects from accidental spill or release of hazardous materials. Identify measures to avoid, minimize or mitigate adverse effects from the use/storage of chemicals/hazardous materials including source reduction and recycling. Include development of a spill prevention plan.

D. Project related generation/storage of hazardous wastes: Describe hazardous wastes generated/stored during construction and/or operation of the project. Indicate method of disposal. Discuss potential environmental effects from hazardous waste handling, storage, and disposal. Identify measures to avoid, minimize or mitigate adverse effects from the generation/storage of hazardous waste including source reduction and recycling.

11. Air

A. Stationary source emissions: Describe the type, sources, quantities and compositions of any emissions from stationary sources such as boilers or exhaust stacks. Include any hazardous air pollutants, criteria pollutants, and any greenhouse gases. Discuss effects to air quality including any sensitive receptors, human health or applicable regulatory criteria. Include a discussion of any methods used assess the project's effect on air quality and the results of that assessment. Identify pollution control equipment and other measures that will be taken to avoid, minimize, or mitigate adverse effects from stationary source emissions.

B. Vehicle emissions: Describe the effect of the project's traffic generation on air emissions. Discuss the project's vehicle-related emissions effect on air quality. Identify measures (e.g. traffic operational improvements, diesel idling minimization plan) that will be taken to minimize or mitigate vehicle-related emissions.

C. Dust and odors: Describe sources, characteristics, duration, quantities, and intensity of dust and odors generated during project construction and operation. (Fugitive dust may be discussed under Item 11.A. Discuss the effect of dust and odors in the vicinity of the project including nearby sensitive receptors and quality of life. Identify measures that will be taken to minimize or mitigate the effects of dust and odors.

12. Noise: Describe sources, characteristics, duration, quantities, and intensity of noise generated during project construction and operation. Discuss the effect of noise in the vicinity of the project including 1) existing noise levels/sources in the area, 2) nearby sensitive receptors, 3) conformance to state noise standards, and 4) quality of life. Identify measures that will be taken to minimize or mitigate the effects of noise.

13. Transportation

A. Describe traffic-related aspects of project construction and operation. Include: 1) existing and proposed additional parking spaces, 2) estimated total average daily traffic generated, 3) estimated maximum peak hour traffic generated and time of occurrence, 4) indicate source of trip generation rates used in the estimates, and 5) availability of transit and/or other alternative transportation modes.

B. Discuss the effect on traffic congestion on affected roads and describe any traffic improvements necessary. The analysis must discuss the project's impact on the regional transportation system. If the peak hour traffic generated exceeds 250 vehicles or the total daily trips exceeds 2,500, a traffic impact study must be prepared even if an EAW is not required. Use the format and procedures described in the Minnesota Department of Transportation's Access Management Manual, Chapter 5 (available at: http://www.dot.state.mn.us/accessmanagement/resources.html) or a similar local guidance,

C. Identify measures that will be taken to minimize or mitigate project related transportation effects.

14. Cumulative potential effects

A. Describe the geographic scales and timeframes of the project related environmental effects that could combine with other environmental effects resulting in cumulative potential effects.

B. Describe any reasonably foreseeable future projects (for which a basis of expectation has been laid) that may interact with environmental effects of the proposed project within the geographic scales and timeframes identified above.

C. Discuss the nature of the cumulative potential effects and summarize any other available information relevant to determining whether there is potential for significant environmental effects due to these cumulative effects.

15. Other potential environmental effects: If the project may cause any additional environmental effects not addressed by items 1 to 14, describe the effects here, discuss the how the environment will be affected, and identify measures that will be taken to minimize and mitigate these effects.

16. Signature(s): By signing below, you attest that the information above and attached:

- is accurate and complete to the best of your knowledge.
- describes the complete project; there are no other projects, stages or components other than those described in this document, which are related to the project as connected actions or phased actions, as defined at Minnesota Rules, parts 4410.0200, subparts 9c and 60, respectively.

Proposer printed name: ______________________________________

Proposer signature: ____ *Date:* ____________________

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

Pursuant to due call and notice thereof, a regular meeting of the of the City Council of the City of Roseville, County of Ramsey, Minnesota, was held on the 8th day of December 2014, at 6:30 p.m.

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

Councilmember __________ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

A RESOLUTION SUPERSEDING and REPEALING RESOLUTION 11015, and REPLACING it with the ROSEVILLE ENVIRONMENTAL REVIEW WORKSHEET APPLICATION (PROJ0032).

WHEREAS, the City Council, on October 8, 2012, approved Resolution 11015 creating an environmental review policy for the Twin Lakes Redevelopment Area; and

WHEREAS, the City Council desires to modify the environmental review policy and process to afford more timely project review and approval of development proposals within Twin Lakes, while preserving the protection of the public; and

WHEREAS, the Roseville City Council directed the Planning Division to review and consider possible modifications to the Twin Lakes Environmental Review Policy, specifically in the area of a possible waiver and supportive environmental analysis; and

WHEREAS, the Planning Division has concluded that replacing the current review policy with a formal application process managed by City staff, reviewed by applicable State and County agencies, and approved by the City Council, is an advantageous and streamlined process that eliminates the timely formal Environmental Assessment Worksheet (EAW); and

WHEREAS, the Planning Division has created the Environmental Review Worksheet Application to replace the voluntary EAW and waiver process, which application includes required analysis of all sections contained in the Roseville AUAR and an EAW;

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby to supersede and repeal Resolution 11015, and replace it with the Environmental Review Worksheet Application subject to the following:

a. All development proposals within the Twin Lakes Redevelopment Area shall be required to complete the Environmental Review Worksheet Application.

b. The City Council may condition an approval of a plat (preliminary or final) to require the completion of the Environmental Review Worksheet at an earlier stage in the development process.

c. The application shall include a fee and escrow established yearly by the City Council.

d. Upon completion of all required analysis, the Environmental Review Worksheet Application will be placed on a City Council meeting docket for review and approval.

e. Only upon approval of the Environmental Review Worksheet Application by the City Council, can an applicant and/or the development team submit applications for site improvements.

The motion for the adoption of the foregoing resolution was seconded by Member ____ and upon vote being taken thereon, the following voted in favor thereof:
and the following voted against the same:

WHEREUPON said resolution was declared duly passed and adopted.

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: December 8, 2014
Item No.: 14.b

Department Approval

City Manager Approval

Item Description: Discussion of 2015 City Council and Staff Retreat

BACKGROUND

Staff and the City Council have indicated a desire to hold a strategic planning retreat to discuss issues and priorities for the upcoming year. For the discussion on the priorities, staff would propose using the previously adopted aspirations (Attachment A) as basis for the start of the discussion. Staff would propose the use of a facilitator to help with the discussion and the process. At this point, no date or time has been set nor has a facilitator been finalized. For planning purposes, staff would like input on the following items regarding the retreat.

- Agenda of the retreat
- Day of the retreat – Week Day/Weekend
- Time of retreat- Morning/Afternoon/Evening
- Length of retreat – Half day/full day/two days
- Potential dates for the retreat
- Location – City Hall Council Chambers/Other location
- Recording of meeting – CTV Broadcast/Minutes

In regards to the facilitator, staff expects that the City Manager and the Mayor will sit down in the near future and meet with a couple of facilitators and determine the best facilitator to use to meet our needs.

POLICY OBJECTIVE

As a result of conducting a strategic planning retreat, the City Council and staff will identify priorities for City operations and services that will provide guidance for department work plans and the 2016 Budget.

FINANCIAL IMPACTS

At this point an exact cost has not been determined. The costs will depend on the facilitator, the facility used, and the materials and supplies needed for the retreat. Staff currently estimates a cost between $4,000 - $8,000.

STAFF RECOMMENDATION

Staff requests a discussion about the details on the upcoming retreat.

REQUESTED COUNCIL ACTION

The City Council should decide on details of the upcoming retreat.

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

Attachments: A: Community Aspirations

Attachment A

More

Mission Statement

Mission

To provide ethical, efficient, and responsive local government, in support of community aspirations, guided by policies of the city council, and implemented by professional staff, to ensure that Roseville remains strong, vibrant, and sustainable for current and future generations.

Community Aspirations

As a community, we aspire to be:

- Economically prosperous, with a stable and broad tax base
- Engaged in our community's success as citizens, neighbors, volunteers, leaders, and businesspeople
- Environmentally responsible, with well-maintained natural assets
- Physically and mentally active and healthy
- Safe and law-abiding
- Secure in our diverse and quality housing and neighborhoods
- Welcoming, inclusive, and respectful
- Well-connected through transportation and technology infrastructure