

## City Council Agenda

## Monday, January 26, 2015 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: Willmus, Laliberte, Etten,
		McGehee, Roe
6:02 p.m.	2.	Pledge of Allegiance
6:05 p.m.	3.	Approve Agenda
6:10 p.m.	4.	<b>Public Comment</b>
6:15 p.m.	5.	<b>Council Communications, Reports and Announcements</b>
6:20 p.m.	6.	<b>Recognitions, Donations and Communications</b>
		a. Proclaim Black History Month
6.25 n m		Annuara Minutag

## 6:25 p.m. **Approve Minutes**

7. a. Approve January 12 Council Minutes

## 6:30 p.m. **8. Approve Consent Agenda**

- a. Approve Business and Other Licenses and Permits
- b. Authorize Agreement for Park Building Custodial Services
- c. Award Contracts for Irrigation Replacements and Upgrades
- d. Approve 2014 Pay Equity Report
- e. Award Contract for Operation of a Clean Up Day
- f. Approve Human Rights Commission Civility Training Request
- g. Reject Bids for City Tagline Consultant
- h. Approve General Purchases Over \$5000
- i. Approve Payments
- j. Approve Resolution Awarding Bid for 2015 Meter Replacement Project

## Council Agenda - Page 2

6:40 p.m.	9.	<b>Consider Items Removed from Consent</b>
	10.	<b>General Ordinances for Adoption</b>
	11.	Presentations
	12.	Public Hearings
6:45 p.m.		<ul> <li>a. Public Hearing to Consider the Transfer of an On-Sale</li> <li>3.2% Malt Liquor License to Pleasant Valley Sunrise</li> <li>Group, LLC (Aurelio's Pizza)</li> </ul>
6:55 p.m.		<ul> <li>b. Public Hearing to Consider the Approval of an On-Sale Wine License for Pleasant Valley Sunrise Group, LLC (Aurelio's Pizza) located at 2827 Hamline Avenue</li> </ul>
	<b>13</b> .	Budget Items
7:05 p.m.		a. Receive a Summary Recap of the 2015 Adopted Tax Levy and Budget
	14.	<b>Business Items (Action Items)</b>
7:25 p.m.		<ul> <li>a. Approve/Deny the Transfer of an On-Sale 3.2% Malt Liquor License to Pleasant Valley Sunrise Group, LLC (Aurelio's Pizza)</li> </ul>
7:30 p.m.		b. Approve/Deny an On-Sale Wine License for Pleasant Valley Sunrise Group, LLC (Aurelio's Pizza) located at 2827 Hamline Avenue
7:35 p.m.		c. Park and Recreation Renewal Program Natural Resource Restoration Project Update and Accept Grants
7:50 p.m.		d. Request by JAVA Properties for approval of a Preliminary Plat at 2700 Cleveland Avenue
8:05 p.m.		e. Dale Street Fire Station Site Redevelopment
	15.	<b>Business Items – Presentations/Discussions</b>
8:15 p.m.		a. Discuss Solar Projects and Authorize Applications
8:30 p.m.		b. Discuss Facility Management and Public Works Department Reorganization
8:45 p.m.		c. Discuss Utility Programs
	16.	City Manager Future Agenda Review
9:20 p.m.	<b>17.</b>	<b>Councilmember Initiated Items for Future Meetings</b>
9:30 p.m.	18.	Adjourn

Some Upcoming Public Meetings......

Tuesday	Jan 27	6:30 p.m.	Public Works, Environment & Transportation Commission
February			

## Council Agenda - Page 3

Tuesday	Feb 3	6:30 p.m.	Parks & Recreation Commission
Monday	Feb 9	6:00 p.m.	City Council Meeting
Tuesday	Feb 10	1:00 p.m.	Police Civil Service Commission (Annual Meeting)
Tuesday	Feb 10	6:30 p.m.	Finance Commission
Wednesday	Feb 11	6:30 p.m.	Ethics Commission
Thursday	Feb 12	6:30 p.m.	Community Engagement Commission
Monday	Feb 16		City Offices Closed - Presidents' Day
Tuesday	Feb 17	6:00 p.m.	Housing & Redevelopment Authority
Wednesday	Feb 18	6:30 p.m.	Human Rights Commission
Monday	Feb 23	6:00 p.m.	City Council Meeting
Tuesday	Feb 24	6:30 p.m.	Public Works, Environment & Transportation Commission

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

Date: January 26, 2015

Item: 6.a



## Black History Month February 2015

**Whereas**: The City of Roseville is committed to recognizing and honoring the contributions of all members of our community; and

**Whereas**: Negro History Week was established in 1926 by Dr. Carter Godwin Woodson as a way to neutralize the deliberate distortion of Black History; and

**Whereas**: This movement grew over the years to Black History Month to give an objective and scholarly balance in American and World History; and

**Whereas**: The month of February was selected as Black History Month because it marks the birth of Frederick Douglass, W.E.B. DuBois, Langston Hughes and Abraham Lincoln, leaders whose actions greatly impacted the lives of the American black population; and

**Whereas**: The contributions African Americans made to our nation's economic strength as well as to our history, music, arts, written words and discoveries are often overlooked; and

**Whereas**: On January 1, 1863, the Emancipation Proclamation set the United States on the path of ending slavery, and on August 27, 1963, hundreds of thousands of Americans, blacks and whites, joined the March on Washington to the memorial of Abraham Lincoln, the author of the Emancipation Proclamation, in pursuit of the ideal of equality of citizenship; and

**Whereas**: In 2015, Black History Month celebrates "A Century of Black Life, History, and Culture," honoring the past 100 years of work by African-Americans and others in the struggle for civil rights and equal treatment under the law; and

**Whereas**: The City of Roseville invites all members of the Roseville community to renew their commitment to ensuring racial equality, understanding and justice.

**Now, Therefore Be It Resolved** that the City Council hereby declare February 2015 to be Black History Month in the City of Roseville, County of Ramsey, State of Minnesota, U.S.A.

**In Witness Whereof**, I have hereunto set my hand and caused the Seal of the City of Roseville to be affixed this twenty-sixth day of January 2015.

Mayor Daniel J. Roe	



Date: 01/26/2015

Item No.: 8.a

Department Approval

City Manager Approval

Ctton K. mill

Para / Truger

Item Description: Approve 2015 Business and Other Licenses and Permits

#### 1 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**

- 6 Yue Zhao
- 7 Asian Massage
- 8 2334 Lexington Avenue N
- 9 Roseville, MN 55113

10 11

5

#### **Temporary On-Sale Liquor License**

- 12 Church of Corpus Christi
- 13 2131 Fairview Avenue N
- 14 Roseville, MN 55113

The Church of Corpus Christi wishes to sell alcoholic beverages during their three fish fries held on February 27<sup>th</sup>, March 13<sup>th</sup> and March 27<sup>th</sup>.

18 19

27

15

#### 20 POLICY OBJECTIVE

21 Required by City Code

#### 22 FINANCIAL IMPACTS

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

#### 24 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



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

## Massage Therapist License

X	New License	(Please Prin	nt Clearly)			
For	License Year Ending June 30, 2	015	7)			
1.	Full Legal Name (Please Print)_	YNC (Last)		zhao (First)	(Middle)	
2.	Home Address	******	1			
	(Street)			(City)	(State)	(Zip)
	Telephone	_	Cell	☐ Home	☐ Work	
	Date of Birth (mm/dd/yyyy)					
j.	Driver's License Number				State of Issuance	
ó.	Ethnicity:					
7.	Sex:					
,	Email Address	11				
).	Have you ever used or been knov ☐ Yes ☑ No If	wn by any name other f Yes, List each full na				
0.	Name and address of the license 2334 Lexington A	ed Massage Therapy I		ent at which you	expect to be employed ASIAD MAS	- 0
1.	Have you held any previous mas  Yes	ssage therapist license	es? If yes, in	n which city we	re you licensed?	J
2.	If you answered Yes to number I not renewed?		evious mas	sage therapist li	icenses revoked, suspen	nded or
	Yes  If yes, explain in detail on a sepa	☑ No ☐ N/A rate page.				
	signing below you certify that the partment to run your information f				City of Roseville Police	2

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



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

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

Name of organization		Date organiz	ed	Tax exer	npt number
Church of Corpus Christi		January 1939	)	41-0705	812-ES 25499
Address	City		State		Zip Code
2131 Fairview Ave N	Roseville		Minnesota		55113
Name of person making application		Business pho	ne	Home pl	hone
Stephen Klein		651-639-888	8		
Date(s) of event	Type of	organization			
Feb 27, Mar 13, Mar 27 3 Lish Gys in Lent	☐ Club	Charita	ble 🔀 Religi	ious 🔲 (	Other non-profit
Organization officer's pame			Stat	e	Zip
X Stephen Klein	Roseville		Minnesota		55113
Add New Officer	,		-		
Location where permit will be used. If an outdoor area, describe.					
At address listed above					
If the applicant will contract for intoxicating liquor service give the	name and ac	ldress of the li	auor license r	rovidina <sup>.</sup>	the service.
N/A			,		
If the applicant will carry liquor liability insurance please provide th	o corriorie no	ma and amou	nt of coverse	0	
Catholic Mutual Group, Policy # 8589, \$500,000 coverage per event		ine and amou	nt or coverage	c.	
, , , , , , , , , , , , , , , , , , , ,					
ADD	DOVAL				
APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEF	ROVAL ORE SUBMITTING	G TO ALCOHOL A	ND GAMBLING E	NFORCEMEN	ΙΤ
ROSEVIIIE					
14 City/County			Date Appr	oved	
\$50					
City Fee Amount	-		Permit D	ate	
1/20/2015					· .
Date Fee Paid		Cit	y/County E-m	ail Addres	SS
Signature City Clerk or County Official	Approve	d Director Alc	ohol and Gam	nbling Enf	orcement
CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforce	ment Divisio	n 30 days pric	r to event.		

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO <u>AGE.TEMPORARYAPPLICATION@STATE.MN.US</u>

steve. Kleine church georpus christizorg

## REQUEST FOR COUNCIL ACTION

Date: 1-26-15

Item No.: 8.b

Department Approval

City Manager Approval

fam / Trugger

Sloth

Item description: Authorize Agreement for Park Building Custodial Services

#### BACKGROUND

The 2015 approved Parks & Recreation Budget includes funding for the staged maintenance and 2 operations of the newly reconstructed park buildings at Autumn Grove Park, Lexington Park, Oasis 4

Park, Rosebrook Park, Sandcastle Park and Villa Park as well as the Central Park Muriel Sahlin

Arboretum support building.

5 6

8

9

10

11

The 2015 budget for custodial services is \$47,000. Staff requested proposals and met with interested vendors to review necessary services to maintain the newly constructed facilities. The following three quotes were received:

• Cleaning Authority \$46,040.70 • Linn building Maintenance \$68,520.00 Jan-Pro Cleaning Systems \$69,180.00

12 13 14

All quotes were reviewed and clarified and the low quote from Cleaning Authority met the necessary requirements and is recommended.

15 16 17

The recommended City Standard Agreement for Professional Services with Cleaning Authority has been reviewed by the City Attorney and is attached.

18 19 20

21

22

The general scope of work is as follows:

- daily, weekly and twice-yearly services
- materials provided by the contractor and those provided by the City of Roseville
- the staging of buildings as they become available
- compensation calendar

24 25 26

27

28

29

Daily services is seven days per week and includes year round restroom cleaning at each park building plus facility walk-through in which cleaning staff will address light housekeeping issues as needed. Weekly service is extended to all buildings mentioned above, and includes services to all areas of the buildings in addition to the restrooms (i.e. gathering rooms, vestibules, kitchenettes, office and multipurpose rooms).

31 32

Twice yearly services include window washing inside and out, ceiling fan cleaning and acoustical tile cleaning.

333435

The Contractor is scheduled to provide all cleaning supplies, equipment and tools. The Contractor is also committed to using green products.

36 37

The City of Roseville is responsible for providing restroom and kitchenette paper products.

38 39 40

#### POLICY OBJECTIVE

The policy objective is to maintain safe, clean and attractive facilities for public use.

41 42 43

#### FINANCIAL IMPACTS

The total cost for 12-months of custodial service (February 1, 2015-January 31, 2016) is \$46,040.70 and is included in the 2015 approved Parks & Recreation Budget.

44 45

46

47

48

49

#### STAFF RECOMMENDATION

Staff recommends the City Council authorize an agreement with Cleaning Authority for custodial services at the Autumn Grove Park, Lexington Park, Oasis Park, Rosebrook Park, Sandcastle Park and Villa Park Buildings and the Muriel Sahlin Arboretum support building at a cost of \$46,040.70.

505152

53

55

#### REQUESTED COUNCIL ACTION

Motion authorizing the Mayor and City Manager to enter into an agreement with Cleaning Authority for custodial services at Autumn Grove Park, Lexington Park, Oasis Park, Rosebrook Park, Sandcastle Park and Villa Park Buildings and the Muriel Sahlin Arboretum support building for an amount of \$46,040.70 to be paid for out of the 2015 Parks and Recreation Budget.

56 57

Prepared by: Jill Anfang, Assistant Director of Parks and Recreation

Attachments:

Standard Agreement for Professional Services for Cleaning Authority



1 2

3

4 5

6 7 8

9 10

11

12

13 14 15

16 17

18 19

20 21 22

23 24 25

26 27 28

30 31 32

> 33 34

35

36

29

37 38

39 40

41 42

43

44

**Standard Agreement for Professional Services** 

between the City of Roseville, a municipal corporation (hereinafter "City"), and the Cleaning Authority, 1301 Cliff Road East, Suite 115, Burnsville, MN 55337 (hereinafter "Contractor").

This Agreement ("Agreement") is **made** on the twenty-sixth day of January, 2015,

## **Preliminary Statement**

The City has adopted a policy regarding the selection and hiring of Contractors to provide a variety of professional services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the performance of professional services by the Contractor.

The City and Contractor agree as follows:

- 1. Scope of Work Proposal. The Contractor agrees to provide the professional services shown in Exhibit "A" attached hereto ("Work") in consideration for the compensation set forth in Provision 3 below. The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Contractor.
- 2. **Term.** The term of this Agreement shall be from February 1, 2015 through January 31, 2016, the date of signature by the parties notwithstanding.
- 3. Compensation for Services. The City agrees to pay the Contractor the compensation described in Exhibit B attached hereto for the Work, subject to the following:
  - A. Any changes in the Work which may result in an increase to the compensation due the Contractor shall require prior written approval of the City. The City will not pay additional compensation for Work that does not have such prior written approval.
  - B. Third party independent contractors and/or subcontractors may be retained by the Contractor when required by the complex or specialized nature of the Work when authorized in writing by the City. The Contractor shall be responsible for and shall pay all costs and expenses payable to such third party contractors unless otherwise agreed to by the parties in writing.
- 4. City Assistance. The City agrees to provide the Contractor with the following assistance concerning the Work to be performed hereunder:
  - A. Depending on the nature of the Work, Contractor may from time to time require access to public and private lands or property. To the extent the City is legally and

reasonably able, the City shall provide access to and make provisions to enable the Contractor to enter upon public and private land and property as required for the Contractor to perform and complete the Work.

B. The City shall furnish the Contractor with a copy of any special standards or criteria promulgated by the City relating to the Work, including but not limited to design and construction standards, that is needed by the Contractor in order to prepare for the performance of the Work.

C. A person shall be appointed to act as the City's representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Work to be performed under this Agreement, but shall not have the right to enter into contracts or make binding agreements on behalf of the City with respect to the Work or this Agreement.

5. *Method of Payment.* The Contractor shall submit to the City, on a monthly basis, an itemized invoice for Work performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:

A. The Contractor shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, if provided for in Exhibit A, the Contractor shall provide an itemized listing and such documentation of such expenses as is reasonably required by the City. Each invoice shall contain the City's project number and a progress summary showing the original (or amended) amount of the Agreement, current billing, past payments and unexpended balance due under the Agreement.

B. To receive any payment pursuant to this Agreement, the invoice must include the following statement dated and signed by the Contractor: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."

The payment of invoices shall be subject to the following provisions:

A. The City shall have the right to suspend the Work to be performed by the Contractor under this Agreement when it deems necessary to protect the City, residents of the City or others who are affected by the Work. If any Work to be performed by the Contractor is suspended in whole or in part by the City, the Contractor shall be paid for any services performed prior to the delivery upon Contractor of written notice from the City of such suspension.

B. The Contractor shall be reimbursed for services performed by any third party independent contractors and/or subcontractors only if the City has authorized the

90 retention of and has agreed to pay such persons or entities pursuant to Section 3B above.

6. **Project Manager and Staffing.** The Contractor has designated Lars Danielson, Owner and Scott Martin to perform and /or supervise the Work, and as the persons for the City to contact and communicate with regarding the performance of the Work. The Project Contacts shall be assisted by other employees of the Contractor as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. Contractor may not remove or replace Project Contracts without the prior approval of the City.

7. **Standard of Care.** All Work performed by the Contractor under this Agreement shall be in accordance with the normal standard of care in Ramsey County, Minnesota, for professional services of like kind.

8. Audit Disclosure. Any reports, information, data and other written documents given to, or prepared or assembled by the Contractor under this Agreement which the City requests to be kept confidential shall not be made available by the Contractor to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Contractor or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. The Contractor shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota Government Data Practices Act, to the extent the Act is applicable to data, documents, and other information in the possession of the Contractor.

9. *Termination*. This Agreement may be terminated at any time by the City, with or without cause, by delivering to the Contractor at the address of the Contractor set forth on page 1, a written notice at least seven (7) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the Contractor shall be paid for services rendered (and reimbursable expenses incurred if required to be paid by the City under this Agreement) by the Contractor through and until the date of termination so long as the Contractor is not in default under this Agreement. If however, the City terminates the Agreement because the Contractor is in default of its obligations under this Agreement, no further payment shall be payable or due to the Contractor following the delivery of the termination notice, and the City may, in addition to any other rights or remedies it may have, retain another Contractor to undertake or complete the Work to be performed hereunder.

129 10. *Subcontractor*. The Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. The Contractor shall promptly pay any subcontractor involved in the performance of this Agreement as required by the State Prompt Payment Act.

134 11. *Independent Contractor.* At all times and for all purposes herein, the Contractor is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Contractor an employee of the City.

137

138 12. Non-Discrimination. During the performance of this Agreement, the Contractor shall 139 not discriminate against any person, contractor, vendor, employee or applicant for 140 employment because of race, color, creed, religion, national origin, sex, marital status, 141 status with regard to public assistance, disability, sexual orientation or age. 142 Contractor shall post in places available to employees and applicants for employment, 143 notices setting forth the provision of this non-discrimination clause and stating that all 144 qualified applicants will receive consideration for employment. The Contractor shall 145 incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for 146 Work done under this Agreement, and will require all of its subcontractors performing 147 such Work to incorporate such requirements in all subcontracts for the performance of 148 the Work. The Contractor further agrees to comply with all aspects of the Minnesota 149 Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act 150 of 1964, and the Americans with Disabilities Act of 1990.

151

152 13. *Assignment*. The Contractor shall not assign this Agreement, nor its rights and/or obligations hereunder, without the prior written consent of the City.

154

155 14. *Services Not Provided For.* No claim for services furnished by the Contractor not specifically provided for herein shall be paid by the City.

157158

159

160 161

162

163

164

15. Compliance with Laws and Regulations. The Contractor shall abide with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work. The Contractor and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation by the Contractor of statutes, ordinances, rules and regulations pertaining to the Work to be performed shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.

165 166

167 16. *Waiver*. Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

169

170 17. *Indemnification.* The Contractor agrees to defend, indemnify and hold the City, its 171 Council, officers, agents and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or 172 173 indirectly from a negligent act or omission (including without limitation professional errors or omissions) of the Contractor, its agents, employees, and/or subcontractors 174 175 pertaining to the performance of the Work provided pursuant to this Agreement and 176 against all losses by reason of the failure of said Contractor to fully perform, in any 177 respect, all of the Contractor's obligations under this Agreement.

178

179

180 181	18.	In	surance.						
181 182 183		A.	A. General Liability. Prior to starting the Work, the Contractor shall procure, maint and pay for such insurance as will protect against claims for bodily injury or dea						
184			and for damage to property, including loss of use, which may arise out of operations by the Contractor or by any subcontractor of the Contractor, or by anyone employed						
185									
186			•	for whose acts any of them may be liable. Such					
187			• • •	ot be limited to, minimum coverages and limits of					
188									
189			iability specified in this Provision 18 or required by law. Except as otherwise stated below, the policies shall name the City as an additional insured for the Work provided						
190			<u>-</u>	under this Agreement and shall provide that the Contractor's coverage shall be					
191			primary and noncontributory in	1					
192			primary and noncontrollery in	W. C.					
193		В.	The Contractor shall procure	and maintain the following minimum insurance					
194			coverages and limits of liability	<del>_</del>					
195				1					
196			Worker's Compensation:	Statutory Limits					
197			1	,					
198			Employer's Liability	\$500,000 each accident					
199			(Not needed for	\$500,000 disease policy limit					
200			Minnesota based	\$500,000 disease each employee					
201			Contractor):						
202			,						
203			Commercial General Liability:	\$1,000,000 per occurrence					
204				\$2,000,000 general aggregate					
205				\$2,000,000 Products – Completed Operations					
206				Aggregate					
207				\$100,000 fire legal liability each occurrence					
208				\$5,000 medical expense					
209									
210			Comprehensive Automobile						
211			Liability:	\$1,000,000 combined single limit (shall include					
212				coverage for all owned, hired and non-owed					
213				vehicles.					
214									
215		C.		lity policy(ies) shall be equivalent in coverage to ISO					
216			form CG 0001, and shall include	e the following:					
217									
218			a. Personal injury with Employ	ment Exclusion (if any) deleted;					
219				1.11					
220			b. Broad Form Contractual Lia	bility coverage; and					
221									
222			c. Broad Form Property Damag	ge coverage, including Completed Operations.					
223									
224									

D. Contractor shall maintain in effect all insurance coverages required under this Provision 18 at Contractor's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless otherwise agreed to by the City in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Provision:

- a. All policies, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);
- b. All policies, Worker's Compensation Policies, shall contain a waiver of subrogation naming "the City of Roseville";
- c. All policies, Worker's Compensation Policies, shall name "the City of Roseville" as an additional insured:
- d. All policies, Worker's Compensation Policies, shall insure the defense and indemnify obligations assumed by Contractor under this Agreement; and
- e. All policies shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City.

A copy of the Contractor's insurance declaration page, Rider and/or Endorsement, as applicable, which evidences the compliance with this Paragraph 18, must be filed with City prior to the start of Contractor's Work. Such documents evidencing insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Contractor has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Contractor of any deficiencies in such documents and receipt thereof shall not relieve Contractor from, nor be deemed a waiver of, City's right to enforce the terms of Contractor's obligations hereunder. City reserves the right to examine any policy provided for under this Provision 18.

E. If Contractor fails to provide the insurance coverage specified herein, the Contractor will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Contractor, its

contractors, subcontractors, agents, employees or delegates. Contractor agrees that this indemnity shall be construed and applied in favor of indemnification. Contractor also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, the City may require Contractor to:

a. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or

b. Furnish a written acceptance of tender of defense and indemnity from Contractor's insurance company.

Contractor will take the action required by the City within fifteen (15) days of receiving notice from the City.

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

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

302 21. *Governing Law.* This Agreement shall be controlled by the laws of the State of Minnesota.

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

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

Entire Agreement. Unless stated otherwise in this Provision 26, the entire agreement of the parties is contained in this Agreement. This Agreement supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the

317 318 319	provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein. The following agreements supplement and are a part of this Agreement: None.					
320 321 322 323	IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement a of the date set forth above.					
324						
325	CITY OF ROSEVILLE					
326						
327						
328						
329	Mayor	Date				
330						
331						
332	<del></del>					
333	City Manager	Date				
334						
335						
336	CLEANING AUTHORITY					
337	CLEANING AUTHORITY					
338						
339	By:					
340	Ву:					
341 342		Date				
343						
344	Its:					
345	165.					
346						
347						
348						
349						
350						
351						
352						
353						
354						
355						
356						
357						
358						
359						
360						
361						
362						

363		Exhibit A
364		
365		
366	Sco	ope of Work for Roseville Park Building Contracted Custodial Services
367		
368	<b>Locations:</b>	Autumn Grove Park Building; 1365 Lydia Avenue West
369		Lexington Park Building; 2131 Lexington Avenue North
370		Muriel Sahlin Arboretum Park Building; 2525 Dale Street North
371		Oasis Park Building; 1700 West County Road C2
372		Rosebrook Park Building; 2590 Fry Street
373		Sandcastle Park Building; 3060 Patton Road
374		Villa Park Building; 2055 Cohansey Boulevard
375		
376	Work Detail	ls:
377		All seven buildings
378		<ul> <li>Daily (Sunday-Saturday) restroom cleaning to include;</li> </ul>
379		o toilets, urinals, sinks, floors, walls, partitions, mirrors & drinking
380		fountains
381		<ul> <li>Daily (Sunday-Saturday) Walk through of building public spaces to</li> </ul>
382		observe and provide light housekeeping
383		Weekly (Day to be scheduled in mutual agreement between Contractor &
384		City) cleaning of all public spaces in each facility to include;
385		o Vacuum entry vestibule & office at Autumn Grove, Lexington,
386		Oasis, Rosebrook, Sandcastle and Villa Park Buildings
387		o Clean & disinfect kitchen counters, sink & floors at Autumn
388		Grove, Lexington, Oasis, Rosebrook, Sandcastle and Villa Park
389		Buildings
390		o Mop Gathering Room floor at Autumn Grove, Lexington, Oasis,
391		Rosebrook, Sandcastle and Villa Park Buildings
392		o Dust window seat & fireplace at Autumn Grove, Lexington, Oasis,
393		Rosebrook, Sandcastle and Villa Park Buildings
394		o Mop Multipurpose Room floor at Autumn Grove & Lexington
395		Park Buildings
396		o Mop entry vestibule & Event Staging Room floors at Muriel Sahlin
397		Arboretum
398		• Twice Yearly (June & December) cleaning on all windows, ceiling fans &
399		acoustic tiles at Autumn Grove, Lexington, Oasis, Rosebrook, Sandcastle
400		and Villa Park Buildings
401		und That an Bandings
402	Other:	
403	omer.	<ul> <li>Cleaning Authority to supply all GREEN cleaning supplies for each</li> </ul>
404		location.
405		<ul> <li>City of Roseville to supply all paper products for each location.</li> </ul>
406		<ul> <li>Cleaning Authority to perform weekly inspection to insure contract</li> </ul>
407		specifications & communicate updates monthly.
408		specifications & communicate appeares monthly.
TUU		

409				Exhibit B		
410	Company	ion Dotoila fon Dogovilla	Dawle Duilding Contracted Custed	ial Campiaga		
411 412	Compensation Details for Roseville Park Building Contracted Custodial Services 2015 Calendar of Service for Roseville Park Building Contracted Custodial Services					
413	2015 Calcilua	ar or service for Rosevin	te Tark Bunuing Contracted Custo	diai Sci vices		
414	2015 Calendar: February 1 - January 31, 2015					
415			ding; 2131 Lexington Avenue North			
416			ding; 3060 Patton Road			
417		<del>_</del>	2055 Cohansey Boulevard			
418			etum Park Building; 2525 Dale Stree	et North –		
419 420		<u>Restrooms Or</u>	<u>uy</u>			
421		March 1 – January 3	31, 2015			
422		· ·	Building; 1365 Lydia Avenue West			
423			<b>,</b>			
424		April 1 – January 31				
425	Oasis Park Building; 1700 West County Road C2					
426		Rosebrook Park Buil	ding; 2590 Fry Street			
427 428		April 15 – October 1	5 2015			
429			etum Park Building; 2525 Dale Stree	et North		
430		Vestibule & Event Staging areas added				
431						
432	<b>2015 Compensation Details:</b> \$125.85/building/week					
433		\$1500/windo	w, ceiling fan, acoustic tile cleaning			
434						
435	•	March 9, 2015	4 weeks x 4 buildings (2/1-28)	\$2013.60		
436	•	April 11, 2015	5 weeks x 5 buildings (3/1-4/4)	\$3146.25		
437	•	May 11, 2015	4 weeks x 7 buildings (4/5-5/2)	\$3523.80		
438	•	June 8, 2015	4 weeks x 7 buildings (5/3-30)	\$3523.80		
439	•	July 13, 2015	5 weeks x 7 buildings (5/31-7/4)	\$5904.75		
440			1 window, ceiling fans & acoustic	tile cleaning		
441	•	August 10, 2015	4 weeks x 7 buildings (7/5-8/1)	\$3523.80		
442	•	<b>September 14, 2015</b>	4 weeks x 7 buildings (8/2-29)	\$3523.80		
443	•	October 12, 2015	5 weeks x 7 buildings (8/30-10/3)	\$4404.75		
444	•	<b>November 9, 2015</b>	4 weeks x 7 buildings (10/4-31)	\$3523.80		
445	•	<b>December 14, 2015</b>	4 weeks x 7 buildings (11/1-28)	\$3523.80		
446	•	<b>January 11, 2016</b>	5 weeks x 7 buildings (11/29-1/2)	\$5904.75		
447			1 window, ceiling fans & acoustic	tile cleaning		
448	•	<b>February 8, 2016</b>	4 weeks x 7 buildings (1/3-31)	<u>\$3523.80</u>		
449				\$46,040.70		

## REQUEST FOR COUNCIL ACTION

Date: 1-26-15 Item No.: 8.c

Department Approval

Richard City Manager Approval

fame / Transport

Item Description: Accept Contract for Irrigation Replacements and Upgrades

#### **BACKGROUND**

On August 11, 2014 the City Council rejected proposals for irrigation replacements and upgrades and authorized re-soliciting proposals. The budget for this project is within the overall Park and Recreation Renewal Program (Renewal Program) and is \$227,438.

A Request for Proposals (RFP) was re-issued on August 12, 2014 using the Best Value Procurement Method.

There were four proposals received. The process is complete and the Best Value Selection Summary is attached.

Firm 2H-2 was the highest ranked firm. However, before entering Clarification Phase with them, the City requested assurance that they could meet the bonding requirements for the full amount and duration of the multi-year contract. The firm identified that they could not meet the requirements.

The City then requested that firm 2H-4, the next highest ranked firm provide information on their bonding capability, and found that they met the City's requirements.

The Best Value Contractor able to meet the necessary requirements has been identified as Mickman Brothers Inc. (2H-4). The budget is \$227,438. Their proposal for the scope of work is \$215,815.

The scope of work will include irrigation replacements and upgrades to Acorn Park, Central Park Dale Street West, Central Park Lexington, Central Park Victoria East, Evergreen Park, Langton Lake Park, Lexington Park, Rosebrook Park and Villa Park as outlined in the attached Pre-Award Document.

Following City Council support and encouragement, the Best Value method of procurement has been utilized throughout the Renewal Program. The Best Value process focuses on the Best Value for the City, including quality projects at a fair price. The goal is to identify a contractor who has thoroughly thought through the project, has included everything foreseen, identifies risks and a plan to mitigate risks, and has proven their high performance capabilities through a scoring and interview process with an evaluation team. The evaluation team was made up of city staff, a representative of LHB (the City's lead consultant) and a Parks and Recreation Commissioner.

The best value process uses six selection criteria:

- Past Performance Information (PPI) (5%)
- Project Capability (10%)
- Value Added (10%)
- Identification and Mitigation of Risk (15%)
- Cost (25%)
- Interview of Key Personnel (35%)

The submittal evaluation process is "blind" (no bias from knowledge of consultant names by the selection committee), minimizes the decision making of the selection committee, and forces the contractors to show dominant and clear reasons as to why they should be hired. The process connects value with price, forcing contractors to show dominant value. To further minimize the bias by the selection committee during the submittal evaluation process, the selection committee does the following:

46 47 48

49

50

51

52

53

54

35

36

37

39

40

41

42

43

44

45

- 1. Rates all criteria separately.
- 2. Justifies any high or low rating.
- 3. Does not see the prioritization of contractors until after the prioritization is completed.
- 4. Does not see the price breakout and PPI until after the prioritization of the contractors.

The Best Value Business Model has been a very thorough and time consuming process up front. Investing this amount of time in the process up front is expected to allow for a smoother process getting started, along the way and at the finish. Only "unforeseen" risks or client requested changes will need to be addressed by the City.

55 56 57

58

Attached is the Best Value Selection Summary, the City Standard Form of Agreement for Construction Services and the Pre-Award Document. The City Attorney has been involved along the way and will continue to provide guidance to finalize documents.

596061

This package is recommended to be funded by the Renewal Program budget as planned.

62 63

64

#### **POLICY OBJECTIVE**

It is the policy of the City to provide a community process and a thoughtful approach when making improvements to City facilities.

65 66 67

#### **BUDGET IMPLICATIONS**

The project cost of \$215,815 is within the project budget of \$227,438 and within the overall Renewal Program budget.

697071

74

75

68

#### STAFF RECOMMENDATION

Staff recommends that Mickman Brothers. be selected as the Best Value contractor to perform irrigation replacements and upgrades to Acorn Park, Central Park Dale Street West, Central Park Lexington,

Central Park Victoria East, Evergreen Park, Langton Lake Park, Lexington Park and Rosebrook Park and

Villa Park as outlined in the attached Pre-Award Document.

#### REQUESTED COUNCIL ACTION

Motion authorizing the Mayor and the City Manager to enter into a contract with Mickman Brothers for irrigation replacements and upgrades as outlined for a cost of \$215,815 with final review and approval of documents by the City Attorney.

79 80 81

76

77

78

Prepared by: Jeff Evenson, Park Superintendent

Lonnie Brokke, Director of Parks and Recreation

82838485

86

87

88

Attachments:

- A. Best Value Selection Summary
- B. Standard Construction Services Agreement
- C. Pre-Award Document

# City of Roseville Construction – Proposal Package 2H (Irrigation) Best Value Selection Summary

**Section 1: Summary of Scores** 

**September 10, 2014** 

2H-3

159.4

303.3

81.8

50.0

54.5

#### **Points**

2H-2

250.0

350.0

150.0

100.0

100.0

		Possible					Ī		
No	Criteria	Points	2H-1	2H-2	2H-3	2H-4		2H-1	
1	Cost Proposal – Total Base	250	\$222,250	\$146,947	\$230,449	\$215,815		165.3	
2	Interview Rating	350	5.0	6.3	5.4	6.3		280.0	
3	Risk Plan Rating	150	5.0	9.2	5.0	4.3		81.8	
4	Project Capability Plan Rating	100	5.0	10.0	5.0	5.0		50.0	
5	Value Added Plan Rating	100	5.0	9.2	5.0	4.3		54.5	
6	PPI	50	8.1	9.9	8.1	5.0		40.9	

1000

**Total Points: 673** 

50.0 **1000**  40.9 **690**  25.3 **714** 

2H-4

170.2

350.0

70.9

50.0 47.3

#### **Section 2: Ranking**

Proposer	<b>Total Score</b>	Difference
2H-2	1000	
2H-4	714	286
2H-3	690	24
2H-1	673	17

**Total Availble Points** 

#### **Section 3: Committee Ratings**

**Risk Plan Ratings** 

Misk Flair Nathigs					
Evaluator	2H-1	2H-2	2H-3	2H-4	
Evaluator 1	5	5	5	5	
Evaluator 2	5	10	5	5	
Evaluator 3	5	10	5	1	
Evaluator 4	5	10	5	5	
Evaluator 5	5	10	5	5	
Evaluator 6	5	10	5	5	
Average	5.0	9.2	5.0	4.3	

**Capability Plan Ratings** 

Evaluator	2H-1	2H-2	2H-3	2H-4
Evaluator 1	5	10	5	5
Evaluator 2	5	10	5	5
Evaluator 3	5	10	5	5
Evaluator 4	5	10	5	5
Evaluator 5	5	10	5	5
Evaluator 6	5	10	5	5
Average	5.0	10.0	5.0	5.0

Value-Added Proposal Ratings

Evaluator	2H-1	2H-2	2H-3	2H-4
Evaluator 1	5	10	5	5
Evaluator 2	5	10	5	5
Evaluator 3	5	5	5	1
Evaluator 4	5	10	5	5
Evaluator 5	5	10	5	5
Evaluator 6	5	10	5	5
Average	5.0	9.2	5.0	4.3

**Project Manager Interview Ratings** 

-,					
Evaluator	2H-1	2H-2	2H-3	2H-4	
Evaluator 1	5	5	5	10	
Evaluator 2	5	10	5	5	
Evaluator 3	5	5	5	5	
Evaluator 4	5	5	5	5	
Evaluator 5	5	5	10	10	
Evaluator 6	5	10	5	10	

Vendor	2H-1	2H-2	2H-3	2H-4
Overall	5.0	6.3	5.4	6.3

**Site Superintendent Interview Ratings** 

Evaluator	2H-1	2H-2	2H-3	2H-4
Evaluator 1	5	5	5	5
Evaluator 2	5	5	5	5
Evaluator 3	5	5	5	5
Evaluator 4	5	5	5	5
Evaluator 5	5	5	5	5
Evaluator 6	5	10	5	5

#### STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made as of the 26th day of January, 2015, by and between the City of Roseville (hereinafter called the OWNER) and Mickman Brothers (hereinafter called the CONTRACTOR). This AGREEMENT WITNESSETH, that the OWNER and the CONTRACTOR, for the consideration hereinafter stated, agree as follows:

#### **ARTICLE 1. WORK**

The CONTRACTOR hereby covenants and agrees to perform and execute all work generally described here and in accordance with the provisions of the plans and specifications as prepared by the City of Roseville, and referenced in Article 5, as approved by OWNER.

City of Roseville Parks and Recreation Renewal Program Proposal Package 2H Irrigation System Improvements Roseville Project Number: 006-2014

and to do everything required by this Agreement and the Contract Documents.

#### **ARTICLE 2. CONTRACT TIME**

- 2.1 Completion The CONTRACTOR agrees that the work contemplated by this contract shall be fully and satisfactorily completed as stated in Section 2.4 DELIVERABLES of the Request for Proposal Dated January 21, 2014 and titled "Project Schedule" and "Task timeframe", and in accordance to the Contractors schedule approved by the owner and attached to this document.
- 2.2 Liquidated damages OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each day that expired after the time specified in Paragraph 2.1 for Substantial Completion until the work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each calendar day that expires after the time specified in Paragraph 2.1 for completion and readiness fir final payment.

#### **ARTICLE 3. CONTRACT PRICE**

The OWNER agrees to pay and the CONTRACTOR agrees to receive and accept payment in accordance with the prices bid for the unit, or lump sum items as set forth in the Conformed Copy of Proposal, form hereto attached which prices shall conform to those in the accepted CONTRACTOR'S Proposal on file in the office of the City Manager of the City of Roseville, Minnesota, the aggregate of prices based on the Pre-Award Document, is \$215,815. Final payment shall be made in accordance with

the CONTRACTOR'S Proposal Form in accordance with the General Conditions and Pre-Award Document.

#### **ARTICLE 4. PAYMENT PROCEDURES**

The OWNER will make progress payments on account of the Contract Price as provided in the GENERAL CONDITIONS, under Section 230, and as follows:

- 4.1 Progress and final payments with be on the basis of the CONTRACTOR'S Application for Payment as approved by the Parks and Recreation Director.
- 4.2 The OWNER shall retain 5% of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. However, when the work is substantially complete, the retained amount may be reduced by the owner at its sole discretion below 5% to only that amount necessary to assure completion.
- 4.3 With the written approval of Bonding Company, a sum sufficient to increase the total payments of the CONTRACTOR to 98% of the Contract Price less retainage as the CITY OF ROSEVILLE shall determine for all uncompleted work and unsettled claims.
- 4.4 Upon final completion of the work and settlement of all claims and receipt of Minnesota State Withholding Certificate the remainder of the Contract Price will be remitted in accordance with the Contract Documents.

#### ARTICLE 5. CONTRACT DOCUMENTS

- 5.1 The Proposal Form.
- 5.2 Special Conditions of the Specifications for Public Improvements.
- 5.3 Special Conditions.
- 5.4 General Conditions.
- 5.5 Specifications.
- 5.6 Plans and drawings, which are attached to Specifications are identified as:

Proposal Package 2H Plans

Proposal Package 2H Pre-Award Document

Final Construction Plan Set

- 5.7 Addenda 1, 2 and 3.
- 5.8 Contract Bonds.
- 5.9 Certificate of Acknowledgment.
- 5.10 Form of Agreement.
- 5.11 Notice of Award.

This Agreement, together with the documents hereinbefore mentioned, for the Contract, and all documents are as fully a part of the Contract as if attached hereto or herein repeated.

#### **ARTICLE 6. MISCELLANEOUS**

- 6.1 Terms used in this Agreement which are defined in section 201 of the General Conditions shall have the meanings indicated in the General Conditions.
- 6.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part their respective interest under any of the Contract Documents and, specifically, the CONTRACTOR shall not assign any monies, due or to become due without the prior written consent of the OWNER.
- 6.3 The OWNER and the CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect of all covenants and obligations contained in the Contract Documents.
- 6.4 This Agreement and Contract Documents constitute the entire agreement and, understanding, promises and obligations between the OWNER and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.
- 6.5 If any provision or portion of this Agreement and the Contract Documents is found to be unenforceable by a court of competent jurisdiction in the course of a legal action brought by one of the parties relative to this Project, all other provisions and portions of this Agreement and the Contract Documents shall survive and remain in full force and effect.
- Any dispute or claim arising out of this Project, Agreement, and the Contract Documents shall be governed by the applicable law of the State of Minnesota and any legal actions brought to resolve any such disputes or claims shall be venued in the appropriate state or federal district court for Ramsey County, Minnesota.

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

THE CITY OF ROSEVILLE	CONTRACTOR: Mickman Brothers 14630 Highway 65 Ham Lake MN 55304			
By: Daniel J. Roe, Mayor	By:			
By:Patrick J. Trudgeon	By:			
Attest:(SEAL)	Attest:(CORPORATE SEAL) 900-2			

**OWNER** CONTRACTOR ADDRESS FOR GIVING NOTICES: ADDRESS FOR GIVING NOTICES: Mickman Brothers 14630 Highway 65 CITY OF ROSEVILLE 2660 Civic Center Drive Ham Lake MN 55304 Roseville, MN 55113 License No. (If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.) Agent for Service of Process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

## **City of Roseville**

Proposal Package 2 – H Irrigation System Improvements

PRE AWARD DOCUMENT

Prepared By: Jeff Latterell

January 16, 2015

## **SECTION 1 – FINANCIAL SUMMARY**

## **Value Added Options**

NO	DESCRIPTION	COST (\$)
1		
2		
3		
4		
5		
	Total Value Added Ontions:	N/A

## **Client Requested Scope Changes**

NO	DESCRIPTION	COST (\$)
1	Demonstration and training for project to be 8 hours total.	0
	(not per site)	
2	On existing sites, any repairs and replacement of damaged	0
	irrigation equipment to be the responsibility of the individual	
	and/or person's causing damage to the existing irrigation system.	
3	A total of two quick coupler keys and hose swivels will be	0
	provided to owner for project. (not per site)	
4		_
	Total Approved Client Scope Changes:	0.00

## **Final Cost Proposal**

NO	DESCRIPTION	COST (\$)
1	Original Proposal Cost	\$215,815.00
2	Total Value Added Options	0.00
3	Total Client Requested Scope Changes	0.00
	Final Project Cost	\$215,815.00

## **SECTION 2 – PROJECT DURATION SUMMARY**

## **Approved Value Added Options**

NO	DESCRIPTION	DURATION
1	No value added options.	
2		
3		
4		
5		
	Total Approved Value Added Options:	0

## **Client Requested Scope Changes**

NO	DESCRIPTION	DURATION
1		
2		
3		
4		
5		
	Total Approved Client Scope Changes:	0

## **Final Project Duration**

NO	DESCRIPTION	DURATION (Calendar Days)	
1	Original Proposal Duration (Days)	58	
2	Total Approved Value Added Options (Days)	0	
3	Total Client Requested Scope Changes (Days)	0	
	Final Project Duration	58	

#### **SECTION 3 – PROJECT SCHEDULE**

A complete project schedule identifying *major* activities and actions/decisions required from the client

Project can begin once frost is out of the ground in the spring of 2015. City will need to turn on water services and start-up existing irrigation systems so they can be inspected by Mickman Brothers Staff. Following irrigation system inspections, we will work with City Staff to identify which parks have priority and are ready for construction to begin.

No	Activity / Task	Duration	Start Date	End Date
1	Notice to Proceed		2-1-2015	
2	Major Construction Activity	58 days	4-15-2015	10-31-2016
3	Substantial Completion			11-11-2016
4	Final Payment			11-11-2016

## **SECTION 4 – RISK MANAGEMENT PLAN**

A complete list of all pre-identified risks that the Vendor does not control.

replacement.

Identified Risk 1:	Damages to existing irrigation systems caused by others.
Solution / Strategy:	Locate and identify irrigation system mainline with paint and flags.
Identified Risk 2:	Inaccuracy of irrigation drawings. (bid documents)
Solution / Strategy:	Identify inaccuracies and report to City for discussion of potential solutions and/or changes to contract, prior to commencement of work.
Identified Risk 3:	Buried rocks or debris in areas of irrigation work.
Solution / Strategy:	Report debris issues to City and discuss options and/or changes to contract, prior to commencement of work.
Identified Risk 4:	Identification of existing private utilities.
Solution / Strategy:	Meet with owner prior to commencement of work at each site location and discuss potential private utility conditions.
Identified Risk 5:	Current conditions of sites with existing irrigation equipment.
Solution / Strategy:	Identify working condition of existing irrigation system components prior to starting irrigation work. Each site will have an irrigation system inspection and a written report will be provided to the City. Any irrigation equipment that has been identified as not operating correctly or damaged will not be the financial responsibility of Mickman Brothers, Inc. for repair or

#### **SECTION 5 – SCOPE OVERVIEW**

A clear description of "what's in" and "what's out" of the scope.

The anticipated scope of work for Proposal Package 'H' (Irrigation system improvements) includes:

- Upgrade of existing irrigation systems to two-wire and upgrade of control systems; and
- Construction of new or expansion of existing irrigation systems in park(s).

The following is a general description of the work that shall be accomplished:

• **Acorn Park:** Upgrade to computer control for existing irrigation system.

- Work to begin: Summer and/or fall of 2015 season.

• **Central Park Dale West:** Upgrade to computer control for existing irrigation system at

Legion Field.

- Work to begin: Fall of 2015 season.

• **Central Park Lexington:** Upgrade to computer control for existing irrigation system

and add two wire control system as needed.
- Work to begin: Fall of 2015 season.

• **Central Park Victoria East:** Upgrade to computer control for existing irrigation system

and add two wire control system as needed.

- *Work to begin: Spring and fall of 2015 season.* 

• **Evergreen Park:** Installation of new two wire irrigation system in ballfield

areas.

- Work to begin: Spring of 2015 season for two (west)

fields.

Fall of 2015 and 2016 for two (east)

fields.

• Langton Lake Park: Upgrade to computer control for existing irrigation system at

two ballfields.

- *Work to begin: Spring and/or summer of 2015 season.* 

• **Lexington Park:** Upgrade to computer control for existing irrigation system

and add two wire control system as needed.

- Work to begin: Spring and/or summer of 2015 season.

• **Rosebrook Park:** Upgrade to computer control for existing irrigation system.

- Work to begin: Summer and/or fall of 2015 season.

Villa Park (B-Dale Field): Upgrade to computer control for existing irrigation system.
 Work to begin: Summer and/or fall of 2015 season.

We have included a total of eight hours field training to maintenance and staff members for the entire project.

Adding 7 new zones to existing irrigation system at Lexington Park is **OUT.** 

New irrigation System at Autumn Grove Park is **OUT.** 

<sup>\*\*</sup> Schedule subject to change due to weather and construction schedule of other trades. \*\*

# **SECTION 6 – PROJECT ASSUMPTIONS**

A detailed list of all proposal assumptions that may impact cost, schedule, or satisfaction.

Assumption 1:	City of Roseville is acting as the Construction Manager.		
Solution / Strategy:	Mickman Brothers, Inc. has not included any fees for the management and coordination of work with other trades on this project. Scheduling conflicts to be coordinated by the Construction Manager.		

Assumption 2:	Parks will be considered at final grade prior to commencement of irrigation work.
	Written irrigation schedule to be provided once notification has been
Solution / Strategy:	provided that project site is ready for construction and is considered to be
	at final grade.

Assumption 3:	All sodding and/or seeding of park sites following irrigation construction work is to be provided by others.	
Solution / Strategy:	N/A	

Assumption 4:	Project schedules and values to be finalized after inspection of existing conditions.	
Solution / Strategy:	Mickman Brothers will inspect existing irrigation systems and communicate with City for discussion of existing conditions.	

# **SECTION 7 – PROJECT ACTION ITEM CHECKLIST**

A separate checklist should be created for the Client Representatives and the Vendor that includes the major activities, tasks, or decisions that will need to be made.

# **Vendor Action Item Checklist**

No	No Activity / Task / Decision		Due Date Impact (Cost / Time) Re	
1	N/A			

# **Client Action Item Checklist**

No	No Activity / Task / Decision		Impact (Cost / Time)	Responsible Party
1	N/A			

# **SECTION 8 – CONTACT LIST**

Provide a list of critical individuals on this project (Client Representatives, Contractor, Subcontractors, Suppliers, etc)

No	Name	Company/Position	Phone	Email
1	Scott Wicklund	M.I.D.C. / Supplier	651-633-9416	scott@midc-ent.com
2	Jeff Latterell	Mickman Brothers, Inc.	612-968-0716	Jeff.latterell@mickman.com
		Project Manager.		
3	Mike Kaupp	Mickman Brothers, Inc.	763-286-8936	Mike.kaupp@mickman.com
		Project Foreman		
4	Daryl Printz	Preferred Underground	763-4202379	daryl@preferredundergroundin
		Owner - Operator		c.com
5	Jeff Evenson	City of Roseville	651-792-7107	jeff.evenson@ci.roseville.mn.us

# REQUEST FOR COUNCIL ACTION

Date: 1/26/15 Item No.: 8.d

Department Approval

City Manager Approval

Dona Bacon

Item Description: Approve 2014 Pay Equity Report

#### BACKGROUND

2

4

5

8

9

10

The City is required once every three years under the 1984 Local Government Pay Equity Act (M. S. 471.991-471.999 and the Minnesota Rules, Chapter 3920 to provide a pay equity report of its employees. Under the pay equity act employers must test and report on the principle that men and women should be compensated equally for work requiring comparable skills, responsibilities, and effort. Thus, we test our compensation structures and class valuations internally to assure and prove compliance as required. Adjusting male dominated classes in a different fashion than female dominated classes can alter compliance within a class and compensation structure. Non-compliance results in substantial fines until the non-compliance is resolved.

12 13

14

15

The regulations for the reporting require the data is to be reviewed by City Council and approved by signature of the Mayor. In order to meet the statutory delivery requirement, this report must be signed and electronically delivered to the Minnesota Department of Management and Budget no later than 1/31/15.

17 18

19

20

27

As is shown on the compliance report (attachment B) it indicates that the City's compensation system approved by the Council is in compliance at a range rate of 98.50%. A minimum of 80% is required to be compliant. The state makes the final determination on compliance.

# 21 POLICY OBJECTIVE

To maintain compliance with the Local Government Pay Equity Act.

#### BUDGET IMPLICATIONS

- There are no budget implications unless the City is found to be out of compliance which does not
- appear to be the case. If the City is found out of compliance fines may be assessed daily until the
- 26 City achieves compliance.

#### STAFF RECOMMENDATION

28 Staff recommends approval of the 2014 pay equity report.

# REQUESTED COUNCIL ACTION

30 Motion to approve the report the 2014 pay equity.

31

29

- 32 Attachments:
- 33 A Pay Equity Implementation Report
- 34 B Compliance Report
- 35 C Predicted Pay Report Graph
- 36 Prepared by: Eldona Bacon, Human Resources Manager

#### Pay Equity Implementation Report

1/14/2015

Par	t A:	Jurisd	iction	Identificatio	n
-----	------	--------	--------	---------------	---

Jurisdiction: Roseville

2660 Civic Center Drive

Roseville

MN 55113

Contact: Eldona Bacon

Phone: (651) 792-7025

E-Mail: dona.bacon@ci.roseville.mn.us

Jurisdiction Type: City

#### Part B: Official Verification

1. The job evaluation system used measured skill, effort responsibility and working conditions and the same system was used for all classes of employees.

The system used was: Consultant's System

Description:

Employer"s Association Inc.

2. Health Insurance benefits for male and female classes of comparable value have been evaluated and:

There is no difference and female classes are not at a disadvantage.

#### Part C: Total Payroll

\$14,052,297.20

is the annual payroll for the calendar year just ended December 31.

An official notice has been posted at:

City Hall

(prominent location)

informing employees that the Pay Equity Implementation Report has been filed and is available to employees upon request. A copy of the notice has been sent to each exclusive representative, if any, and also to the public library.

The report was approved by:

City Council

(governing body)

Daniel J. Roe

(chief elected official)

Mayor

(title)

- Checking this box indicates the following:
  - signature of chief elected official
    - approval by governing body
    - all information is complete and accurate, and
    - all employees over which the jurisdiction has final budgetary authority are included

Date Submitted:

01/14/2015

Daniel J. Roe, Mayor

#### **Compliance Report**

Jurisdiction:

Roseville

2660 Civic Center Drive

Report Year: 2015

1 - 2014 DATA (Shared (Jur and MMB))

Roseville

MN 55113

Contact: Eldona Bacon

Phone: (651) 792-7025

E-Mail: dona.bacon@ci.roseville.mn.us

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

#### I. GENERAL JOB CLASS INFORMATION

	Male	Female	Balanced	All Job
	Classes	Classes	Classes	Classes
# Job Classes	42	26	4	72
# Employees	113	50	16	179
Avg. Max Monthly Pay per employee	6,108.08	5,026.05		5,800.80

#### II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 309.52 *		
	Male Classes	Female Classes
a. # At or above Predicted Pay	22	22
b. # Below Predicted Pay	20	4
c. TOTAL	42	26
<ul><li>d. % Below Predicted Pay</li><li>(b divided by c = d)</li></ul>	47.62	15.38

<sup>\*(</sup>Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

# B. T-test Results

		total description of the second of the secon
Degrees of Freedom (DF) =	161	Value of $T = -6.429$

a. Avg. diff. in pay from predicted pay for male jobs =

\$9

b. Avg. diff. in pay from predicted pay for female jobs =

\$167

#### III. SALARY RANGE TEST = 98.50 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 4.93

B. Avg. # of years to max salary for female jobs = 5.00

#### IV. EXCEPTIONAL SERVICE PAY TEST = 62.13 (Result is B divided by A)

A. % of male classes receiving ESP

61.90 \*

B. % of female classes receiving ESP

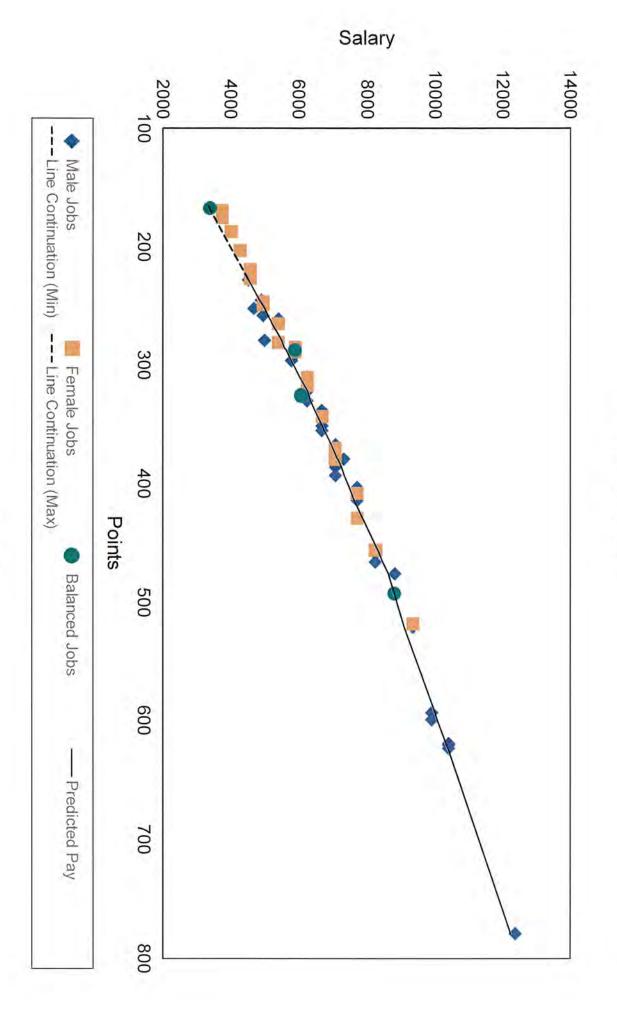
38.46

<sup>\*(</sup>If 20% or less, test result will be 0.00)

1/2/2015

Predicted Pay Report for Roseville

Case: 2014 DATA



Page 1 of 4

# REQUEST FOR COUNCIL ACTION

Date: January 26, 2015

Item No.: 8.e

Department Approval

City Manager Approval

Item Description:

Award Contract for Operation of a Clean Up Day

#### BACKGROUND

2 Roseville reinstituted a Clean Up Day in 2003 after a decade hiatus. The service has since been

- well received with good participation. There have been between 324 and 567 vehicles visiting
- 4 the site in each of the 12 years of the Clean Up Day. Residents have disposed of more than 20
- tons of garbage and recycled more than 10 tons of appliances, electronics and tires each year.
- 6 The contract for operation of the City's Clean Up Day expired in 2014 and staff issued an RFP
- for 2015-2017. One proposal was submitted. Lightning Disposal meets the service
- 8 specifications of the proposal. Lightening Disposal was the contractor for the last three years.
- 9 Staff has been very satisfied with their performance over that time. Additionally, Lightning
- Disposal's prices for most categories are lower than the current contract (see attached price
- sheet). The City Attorney has reviewed the attached agreement (Attachment C).

#### 12 POLICY OBJECTIVE

- In 2002 the Residential Solid Waste and Recycling Citizen Advisory Committee recommended
- reinstating the City's Clean Up Day to provide a convenient, one-stop location for the disposal of
- items that can't go in curbside trash carts (either because of volume or the nature of the material
- requires special handling).

## 17 **BUDGET IMPLICATIONS**

- Users pay two-thirds of the disposal costs for their items the City pays the other third.
- Roseville has paid between \$3,500 and \$6,500 annually for operation of the Clean Up Day. The
- 20 City has budgeted \$6,000 annually to cover disposal costs. The contractor and City staff
- estimate this should be sufficient to cover estimated costs. This service is paid for through the
- 22 City's Recycling Fund.

#### 23 STAFF RECOMMENDATION

- Staff recommends Council award the 2015-2017 Clean Up Day Contract to Lightning Disposal,
- 25 Incorporated.

26

# REQUESTED COUNCIL ACTION

- A motion to award the 2015-2017 Clean Up Day Contract to Lightning Disposal, Incorporated.
- 28 Prepared by: Ryan Johson, Environmental Specialist
  - Attachments: A: Price Comparison Chart
    - B: RFP
    - C: Agreement

# ATTACHMENT A - Clean Up Day Pricing

Contractor will charge the following prices for collection and disposal of designated items at the City of Roseville Clean Up Day.

Pickup Load	\$ 32.00
Minivan/SUV Load	\$ 20.00
Car Load	\$ 10.00
Trailer (4'x 4'x 8')	\$ 32.00
Child Car Seats	\$ 17.00
Mattress (any size)	\$ 20.00
Box Spring (any size)	\$ 20.00
Appliance (any size)	\$ 12.00
Appliance (with Freon)	\$ 20.00
Stuffed Chair	\$ 8.00
Couch	\$ 12.00
Hide-a-bed	\$ 20.00
Tires (car – each)	\$ 3.00
Tires (oversize – each)	\$ 4.00
Tires (on rim – car – each)	\$ 3.00
Scrap Metal	\$ 5.00
Automotive Batteries	\$ 2.00
Electronics	\$ 5.00
Small Engines	\$ 10.00
Other (Please specify)	\$

Attach additional sheets if necessary.

# ATTACHMENT B - Clean Up Day Materials Disposition

Contractor will designate the facility to which the following items collected at the City of Roseville Clean Up Day will be delivered.

MSW	RRT Processing Facility
Child Car Seats	Recyleng Association of Ma
Construction & Demolition Debris	SKB Environmental
Mattresses	RRT or city to determine
Box Springs	RRT or city to determine
Appliances	AMG
Appliances (with Freon)	JR's Applance
Stuffed Chair	RRT
Couches	RRT
Hide-a-beds	RRT
Tires	FIRST State Toke
Scrap Metal	AMG
Automotive Batteries	National Recycling Inc
Electronics	Retrofit
Carpet	SKB Environmental
Small Engines	AmG
Other (Please specify)	mente SKB Recyclery
Other (Please specify)	
Other (Please specify)	

Attach additional sheets if necessary.

# 3. GENERAL REQUIREMENTS FOR ALL COLLECTIONS

# 3.01. Contractor Service Requirements

The Contractor agrees to provide comprehensive Clean Up Day services as described in the Proposal.

# 3.02. Collection Vehicle Equipment Requirements

All collection vehicles used in performance of the Contract shall be duly licensed and inspected by the State of Minnesota and meet all applicable federal, state, and local laws, rules, regulations, standards, and industry best practices.

All vehicles must be clearly identified on both sides with Contractor's name and telephone number or website address.

# 3.03. Personnel Requirements

Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of this Agreement including, but not limited to, a portable toilet, collection area signs and directional signs. The Contractor will provide an Event Supervisor to oversee the crews servicing the Clean Up Day. The Event Supervisor will coordinate service with the City's representative.

Contractor's personnel will be trained both in program operations and in customer service and insure that all personnel maintain a positive attitude with the public and in the work place and shall:

- a) Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- b) Perform their duties in accordance with all existing laws and ordinances and future amendments thereto of the Federal, State of Minnesota, and local governing boards.
- c) Be clean and presentable in appearance, as so far as possible.
- d) Drive in a safe and considerate manner.
- e) Monitor for any spillage and be responsible for cleaning up any litter or breakage.

- f) Avoid damage to property.
- g) Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.

# 3.04. Collection Hours

Contractor shall maintain sufficient equipment and personnel to assure that all collection operations begin no later than 8 a.m. and are completed by 3:00 p.m. on the scheduled collection day. City and Contractor may extend the collection hours by mutual written agreement.

# 3.05 Materials Accepted

Contractor shall arrange to collect and deliver to approved recycling or disposal facilities the following types of materials:

Municipal Solid Waste (MSW)

Child Car Seats

Construction and Demolition Debris (C&D)

Concrete

Mattresses

**Box Springs** 

Appliances (microwaves, washers, water heaters, etc.)

Appliances with Freon (dehumidifiers, refrigerators, etc.)

Stuffed Chairs

Couches

Hide-a-beds

Tires (car – both on and off the rim)

Scrap Metal

Small Engines (lawn mower, snow blowers, etc.)

**Automotive Batteries** 

Electronics

Carpet

Additional materials may be added by mutual written agreement between the City and the Contractor. Examples may include tractor tires and railroad ties. Additional materials should be identified on the completed Attachment A.

# 3.06 <u>Unacceptable Materials</u>

Contractor shall not collect household hazardous waste, explosives or other material requiring special handling.

Residents arriving with unacceptable material will be directed by Contractor's staff at the gate to appropriate disposal facilities for these items.

If unacceptable material makes it past screening at the gate, the unacceptable material shall be segregated from other materials, stored and delivered to an appropriate disposal facility by the Contractor.

# 3.07 Collection Location

The Clean Up Day will be held at the Dale Street Soccer Fields parking lot 2555 N. Dale Street in Roseville unless the City of Roseville and Contractor mutually agree on a different sight.

Contractor may begin staging collection equipment after 2:00 p.m. Friday afternoon immediately preceding the Clean Up Day. However, the City will not be liable for any damage that may occur to the equipment left overnight at the site. All collection equipment shall be removed by 5:00 p.m. on the Clean Up Day.

# 3.08. Cleanup Responsibilities

Contractor shall adequately clean up any materials spilled, leaked or blown during the course of collection and/or hauling operations and return the area to the state that existed prior to set up.

# 3.09. Severe Weather

Collections may be postponed due to severe weather at the sole discretion of the City. "Severe Weather" shall include, but not be limited to, those cases where the temperature at 6:00 a.m. is –20 degrees F or colder. The Contractor will be responsible for notifying the residents by radio and/or television announcements. The City will be responsible for notifying the residents by municipal cable TV and messages through the City's email notification system. Upon postponement, the City shall select an alternate date for the Clean Up Day.

# 3.10. Weighing of Loads

Contractor will keep accurate records regarding the date and time of delivery of material to the Resource Recovery Facility or other designated facility, and the weight or number of items delivered to the facility. The information shall be maintained on file by the contractor for at least three years from the date of the Clean Up Day in the event of an audit by the City or County.

# 3.11. Utilities

The Contractor shall be obligated to protect all public and private utilities whether occupying street or public or private property. If such utilities are damaged by reason of the Contractor's operations, he/she shall repair or replace same, or failing to do so within 48 hours, the City shall cause repairs or replacement to be made and the cost of doing so (including administrative charges) shall be charged to the Contractor. The Contractor shall reimburse the City for any such expenses within 10 days of receipt of the City's invoice.

# 3.12. Damage To Property

The Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. The Contractor shall repair or replace any private or public property, including, but not limited to sod, mailboxes, or vehicles, which are damaged by the Contractor. Such property damage shall be addressed for repair or replacement, at no charge to the property owner, within forty-eight (48) hours with property of the same or equivalent value at the time of the damage.

If the Contractor fails to address the repair or replacement damaged property within 48 hours, shall cause repairs or replacement to be made and the cost of doing so (including administrative charges) shall be charged to the Contractor. The Contractor shall reimburse the City for any such expenses within 10 days of receipt of the City's invoice.

# 3.13. Street Improvements

This Contract is subject to the right of State of Minnesota, Ramsey County or the City of Roseville to improve its highways and streets. The Contractor accepts the risk that such improvements may prevent

the Contractor from traveling its accustomed route or routes for the purpose of collecting and disposing of material at the Clean Up Day. The Contractor agrees not to make any claim for compensation against the City for such interference.

# 3.14. Performance & Payment Bond

Contractor shall execute and deliver to the City a Performance and Payment Bond with the corporate surety in the sum of \$15,000 or equal ("equal" may include a Letter of Credit from a banking institute approved by the City). This agreement shall not become effective until such a bond, in a form acceptable to the City, has been delivered to the City and approved by the City Attorney.

The executed contract shall be subject to termination by the City at any time if said bond shall be cancelled or the surety thereon relieved from liability for any reason. The term of such performance bond shall be for the life of the executed contract. Extensions or renewals shall require the execution and delivery of a performance bond in the above amount to cover the period of extension or renewal.

# 3.15. Subcontractor

Subcontracting is allowed as needed, but all such Contractorsubcontractor relationships must be explicitly described in each proposal scenario. The Contractor <u>shall not</u> enter into subcontracts for any of the services provided for under the executed contract for the services specified herein, without the express written consent of the City.

# 3.16. Contract Conditions

- a) The City reserves the right to waive minor irregularities in the proposal documents and to reject any or all proposals. The City reserves the right to enter into a contract with a contractor who does not submit the lowest cost proposal.
- b) The Bond and Certificate of Insurance shall be provided when the contract is executed.
- b) No proposal can be withdrawn before 60 days after the date for submission of proposals.

c) The Contractor shall review and return signed copies of the contract within 30 days of receipt of the contract.

# 4. ANNUAL REPORTING, PLANNING & PROMOTIONAL ACTIVITIES

# 4.01. Annual Materials Reports

The Contractor will submit to the City annual reports dealing with the City's Clean Up Day program. At a minimum, the Contractor shall include in each report the following information:

- •The total number of vehicles that delivered material.
- •The total number of items collected under each category of materials that are tracked by item such as appliances.
- •The total weight of items collected that are tracked by weight such as MSW.

Reports for the spring Clean Up Day shall be due by June 30. The Contractor shall include in its annual report recommendations for continuous improvement in the City's Clean Up Day program.

Copies of annual reports generated by the Contractor shall be included in the response to this RFP.

# 4.02. Publicity, Promotion, and Education

The Contractor and the City's representative shall work together in the preparation and distribution of educational materials to insure accurate information and program directions. The City will pay for and distribute educational materials, not including supplemental material distributed by the Contractor.

The City shall prepare and distribute to residents a list of materials accepted at the Clean Up Day and the price residents shall pay to the Contractor for material disposal.

# 4.03 Annual Planning Meeting

The Contractor and the City's representative shall meet at least annually to review operation of the Clean Up Day.

# 5. MATERIALS DISPOSITION

# 5.01 <u>Disposal Facilities Must Be Specified</u>

Contractor and the City shall work to maximize recycling of the material collected. Contractor shall assure that all materials collected at the Clean Up Day that cannot be recycled are disposed of in accordance with all applicable state and federal regulations. All facilities and parties handling the waste material must be licensed, permitted or otherwise approved by the appropriate regulatory authority.

Items deemed to be Municipal Solid Waste (MSW) shall be taken to the Resource Recovery Facility in Newport, Minnesota.

Contractor shall complete Attachment B - a list of disposal facilities for all the items collected specified in 3.05 and on Attachment A.

The City retains the right to reject a Contractor's proposed disposal facility and designate an alternate disposal facility.

# 5.02 Materials Disposition

All materials, components and residuals managed under this Proposal will be restricted in international markets as follows:
All waste materials including processing residuals shall be processed, used, reused, reclaimed or disposed of only in Canada, Mexico or the United States. Additionally, the Contractor will provide documentation that electronics collected are processed by a company that will conduct the processing work in Mexico, Canada, or the United States. Such documentation will be included in the Contractor's response to this RFP.

The City reserves the right, solely at the City's option, after award of the Contract, to allow the management of waste materials, components and/or residuals outside of Mexico, Canada, or the United States. This allowance for the use, processing, reuse, reclamation, or disposal of waste materials overseas will only be made if the City can, at reasonable cost, assure itself of proper environmental management and limited environmental risk to the City. Such overseas waste management shall be by approval of specific subcontractors and specific overseas locations and must be

approved in writing by the City and the Contractor prior to management of the waste materials overseas.

# 6. PAYMENT AND DAMAGES

# 6.01. Term of Contract

Term means February 1, 2015 through December 31, 2017. The Clean Up Day will be held the last Saturday in April each year of the contract (April 25, 2015; April 30, 2016; April 29, 2017).

# 6.02. Compensation for Services

The City agrees to pay the Contractor for operating a Clean Up Day provided to the City as described in this proposal, and made part of an executed contract.

# 6.03 Resident Payment

The City will subsidize one-third of the disposal costs for items listed in 3.05 and on Attachment A. Residents that utilize the Clean Up Day shall be responsible for payment of the remaining two-thirds of the disposal cost. Contractor will include in its response to this RFP a description of how it will collect information from residents, charge them and submit documentation for reimbursement. Contractor will include a copy of sample forms with its response.

# 6.04. Method of Payment

Contractor shall submit itemized bills for material collected and services provided. Bills submitted shall be paid in the same manner as other claims made to the City. Payment to the Contractor will not be released unless the required annual report has been filed with the City and approved by City staff.

# 6.05 Liquidated Damages

The Contractor shall agree, in addition to any other remedies available to the City, that the City may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligations.

# **Agreement for Comprehensive Clean Up Day Services**

This Agreement ("Agreement") is made on the	_day of	_, 20	, between the
City of Roseville, a Municipal Corporation (hereinafter	"City"), and Lightning Disposal,	Inc., a	Minnesota
Corporation (hereinafter "Contractor").			

# **Preliminary Statement**

The City has adopted a policy regarding the selection and retention of contractors to provide a variety of professional services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the performance of recycling services by the Contractor.

The City and Contractor agree as follows:

1. *Scope of Work Proposal*. The Contractor agrees to provide the comprehensive Clean Up Day work and services described and shown in Exhibit A attached hereto ("Work"), in consideration for the compensation set forth in Provision 3 below.

Following each Clean Up Day the City and Contractor shall meet to discuss modifications which could be made to improve the city's Clean Up Day program. The Contractor shall incorporate, without additional charge, such modifications as the city deems appropriate in providing the Work on the subsequent Clean Up Day.

- 2. *Term*. The term of this Agreement shall be from February 1, 2015, through December 31, 2017, the date of signature by the parties notwithstanding.
- 3. *Compensation for Services*. The City agrees to pay the Contractor the compensation described in Exhibit B attached hereto for the Work, subject to the following:
  - A. Any changes in the Work which may result in an increase to the compensation due the Contractor shall require prior written approval of the City. The City will not pay additional compensation for Work that does not have such prior written approval.
  - B. The Contractor may subcontract with Nitti Sanitation, Inc. to perform some of the Work to be performed under this Agreement. The Contractor shall not retain any other subcontractors to perform the Work without the prior written consent of the City. The Contractor shall, in accordance with Minnesota Statutes §471.425, Subd. 4a, pay all subcontractors within ten days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. In the event that the Contractor fails to pay its subcontractors within 1 0 days, the Contractor must pay interest 1-1/2 % per month or any part of a month to the subcontractor for any undisputed amount not paid to the subcontractor on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
- 4. *City Representative*. The Roseville Environmental Specialist, Ryan Johnson, shall act as the City's representative with respect to the Work to be performed under this Agreement. Such representative shall have

authority to transmit instructions, receive information and interpret and define the City's policies and decisions with respect to the Work to be performed under this Agreement, but shall not have the right to enter into contracts or make binding agreements on behalf of the City with respect to the Work or this Agreement. The City may change the City's representative at any time by notifying the Contractor of such change in writing.

A. In the event that the City requires any special conditions or requirements relating to the Work and/or this Agreement, such special conditions and requirements are stated in Exhibit C attached hereto. The parties agree that such special conditions and requirements are incorporated into and made a binding part of this Agreement. The Contractor agrees to perform the Work in accordance with, and this Agreement shall be subject to, the conditions and requirements set forth in Exhibit C.

5. *Method of Payment*. The Contractor shall submit to the City no later than 60 days after each Clean Up Day, an itemized invoice for Work performed under this Agreement pertaining to such Clean Up Day. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain a description of the Work performed, the period to which the invoice applies, and the payment amount due for such period. In addition to the foregoing, all invoices shall contain, if requested by the City, the City's project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement, and such other information as the City may from time to time reasonably require.

To receive any payment pursuant to this Agreement, the invoice must include the following statement dated and signed by the Contractor: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."

The payment of invoices shall be subject to the following provisions:

A. The City shall have the right to suspend the Work to be performed by the Contractor under this Agreement when it deems necessary to protect the City, residents of the City or others who are affected by the Work. If any Work to be performed by the Contractor is suspended in whole or in part by the City, the Contractor shall be paid for Work performed prior to the delivery upon Contractor of written notice from the City of such suspension.

- B. The Contractor shall be reimbursed for services performed by any third party independent contractors and/or subcontractors only if the City has authorized the retention of and has agreed to pay such persons or entities pursuant to Section 3 B above.
- 6. *Project Manager and Staffing*. The Contractor has designated Robert Nitti ("Project Contact") to supervise the Work and as the person for the City to contact and communicate with regarding the performance of the Work. The Project Contact shall be assisted by other employees of the Contractor as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. The Contractor may not remove or replace the Project Contact unless it provides the City written notice of such removal or replacement and the name of the new Project Contract at least thirty (30) days prior to such removal or replacement.
- 7. *Standard of Care*. All Work performed by the Contractor under this Agreement shall be in accordance with the normal standard of care in Ramsey County, Minnesota, for services of like kind to the Work being performed under this Agreement.

8. *Audit Disclosure*. Any reports, information, data and other written documents given to, or prepared or assembled by the Contractor under this Agreement which the City requests to be kept confidential shall not be made available by the Contractor to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Contractor or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement.

The Contractor shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota Government Data Practices Act, to the extent the Act is applicable to data, documents, and other information in the possession of the Contractor

- 9. *Termination*. This Agreement may be terminated at any time by the City, with or without cause, by delivering to the Contractor a written notice at least seven (7) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the Contractor shall be paid for services rendered by the Contractor through and until the date of termination so long as the Contractor is not in default under this Agreement. If however, the City terminates this Agreement because the Contractor is in default of its obligations under this Agreement, no further payment shall be payable or due to the Contractor following the delivery of the termination notice, and the City may, in addition to any other rights or remedies it may have at law or in equity, retain another Contractor to undertake or complete the Work to be performed hereunder.
- 10. *Subcontractor*. The Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. The Contractor shall promptly pay any subcontractor involved in the performance of this Agreement as required by the State Prompt Payment Act.
- 11. *Independent Contractor*. At all times and for all purposes herein, the Contractor is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Contractor an employee of the City.
- 12. *Non-Discrimination*. During the performance of this Agreement, the Contractor shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Contractor shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for Work done under this Agreement, and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act.
- 13. *Assignment*. The Contractor shall not assign this Agreement, nor its rights and/or obligations hereunder, without the prior written consent of the City.
- 14. *Services Not Provided For*. No claim for services furnished by the Contractor not specifically provided for herein shall be paid by the City.
- 15. *Compliance with Laws and Regulations*. The Contractor shall abide with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work. The Contractor and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices

Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation by the Contractor of statutes, ordinances, rules and regulations pertaining to the Work to be performed shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.

- 16. Waiver. Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either parties ability to enforce a subsequent breach.
- 17. *Indemnification*. To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold the City, and its mayor, councilmembers, officers, agents, employees and representatives harmless from and against all liability, claims, damages, costs, judgments, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from any act or omission of the Contractor, its officers, agents, employees, contractors and/or subcontractors pertaining to the execution, performance or failure to adequately perform the Work and/or its obligations under this Agreement.

# 18. Insurance.

A. General Liability. Prior to starting the Work and during the full term of this Agreement, the Contractor shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, and for damage to property, including loss of use, which may arise out of operations by the Contractor or by any subcontractor of the Contractor, or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Provision 18 or such greater coverages and amounts as are required by law. Except as otherwise stated below, the policies shall name the City as an additional insured for the Work provided under this Agreement and shall provide that the Contractor's coverage shall be primary and noncontributory in the event of a loss.

B. The Contractor shall procure and maintain the following minimum Insurance coverages and limits of liability with respect to the Work:

**Statutory Limits** Worker's Compensation:

Employer's Liability: \$500,000 each accident

\$500,000 disease policy limit (Not needed for Minnesota based \$500,000 disease each employee Contractor):

Commercial General Liability: \$1,500,000 per occurrence

\$2,000,000 general aggregate

\$2,000,000 products- completed operations

Aggregate

\$100,000 fire legal liability each occurrence

\$5,000 medical expense

Comprehensive Automobile

Liability: \$1,000,000 combined single limit (shall include coverage

for all owned, hired and non-owed vehicles.

C. The Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:

- (i) Personal injury with Employment Exclusion (if any) deleted;
- (ii) Broad Form Contractual Liability coverage; and
- (iii) Broad Form Property Damage coverage, including Completed Operations.
- D. The Contractor shall maintain in effect all insurance coverages required under this Provision 18 at Contractor's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless otherwise agreed to by the City in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Provision:
  - (i) All policies shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);
  - (ii) All policies, except the Worker's Compensation Policy, shall name "the City of Roseville" as an additional insured;
  - (iii)All policies, except the Worker's Compensation Policy, shall insure the defense and indemnify obligations assumed by Contractor under this Agreement; and
  - (iv)All policies shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City.
- A copy of: (i) a certification of insurance satisfactory to the City, and (ii) if requested, the Contractor's insurance declaration page, riders and/or endorsements, as applicable, which evidences the compliance with this Paragraph 18, must be filed with the City prior to the start of Contractor's Work. Such documents evidencing insurance shall be in a form acceptable to the City and shall provide satisfactory evidence that the Contractor has complied with all insurance requirements. Renewal certificates shall be provided to the City at least 3 0 days prior to the expiration date of any of the required policies. The City will not be obligated, however, to review such declaration page, riders, endorsements or certificates or other evidence of insurance, or to advise Contractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor from, nor be deemed a waiver of, the City's right to enforce the terms of the Contractor's obligations hereunder. The City reserves the right to examine any policy provided for under this Provision 18.
- E. The Contractor shall deliver to the City either: a) Performance and Payment Bonds which are satisfactory to the City with a corporate surety acceptable to the City in the amount of \$20,000.00 each or b) another form of financial security acceptable to the City, such as a cash deposit or Letter of Credit in an amount, in a form and from a financial institution acceptable and to the City, for the faithful performance of all of the Contractor's obligations under this Agreement and to pay persons and entities supplying labor and/or materials in connection with the Work. This Agreement shall not be effective until such financial security has been delivered to and accepted by the City and approved by the City Attorney.
- 19. *Ownership of Documents*. All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement ("Information") shall become the property of the City, but the Contractor may retain copies of such documents as records of the services provided. The City may use the Information for any reasons it deems appropriate without being liable to the Contractor for such use. The

Contractor shall not use or disclose the Information for purposes other than performing the Work contemplated by this Agreement without the prior consent of the City.

- 20. **Annual Review**. Each year during the pendency of this Agreement, the City shall have the right to conduct an annual review of the performance of the Work performed by the Contractor under this Agreement. The Contractor agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the parties shall, if requested by the City, meet and discuss the performance of the Contractor relative to the remaining Work to be performed by the Contractor under this Agreement.
- 21. *Conflicts*. The Contractor agrees that no salaried officer or employee of the City and no member of the City Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision shall render this Agreement void, and the Contractor will forfeit any payments to be made under this Agreement.
- 22. Governing Law. This Agreement shall be controlled by the laws of the State of Minnesota.
- 23. *Counterparts*. This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
- 24. *Severability*. The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
- 25. *Notices*. Any notice to be given by either party upon the other under this Agreement shall be properly given: a) if delivered personally to the City Manager if such notice is to be given to the City, or if delivered personally to Robert Nitti or another officer of the Contractor if such notice is to be given to the Contractor, b) if mailed to the other party by United States registered or certified mail, return receipt requested, postage prepaid, addressed in the manner set forth below, or c) if given to a nationally, recognized, reputable overnight courier for overnight delivery to the other party addressed as follows:

If to City: City of Roseville

Roseville City Hall 2660 Civic Center Drive Roseville, MN 5 5113 Attn: City Manager

If to Contractor: Lightning Disposal, Inc.

1725 Meadow View Road

Eagan, MN 55121 Attn: Robert Nitti

Notices shall be deemed effective on the date of receipt if given personally, on the date of deposit in the U.S. mails if mailed, or on the date of delivery to an overnight courier if so delivered; provided, however, if notice is given by deposit in the U.S. mails or delivery to an overnight courier, the time for response to any notice by the other party shall commence to run one business day after the date of mailing or delivery to the courier. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

26. *Entire Agreement*. Unless stated otherwise in this Provision 27, the entire agreement of the parties is contained in this Agreement. This Agreement supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein. The following agreements supplement and are a part of this Agreement: Exhibits A, Band C.

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

CITY OF ROSEVILLE		
By:		
Mayor		
By:		
City Manager		
LIGHTNING DISPOSAL, INC.		
By:		
Its:		

Page 1

# **WORK**

The Contractor shall perform all of the work and services necessary to conduct the Roseville Clean Up Days on April 25, 2015, April 30, 2016 and April 29, 2017, including all set-up, collection, disposal, clean-up and other work and services described and shown in Section 3 (General Requirements for All Collection), Section 4 (Annual Reporting and Promotional Activities) and Section 5 (Materials Disposition) of the City's Request for Proposals dated November 14, 2014, and in Appendix C (Process of Operations) in the Contractor's Proposal. Section 3, 4 and 5 of the City's Request for Proposal and Appendix C in the Contractors Proposal are attached to and made a part of this Exhibit A.

Page 2

## 3. GENERAL REQUIREMENTS FOR ALL COLLECTIONS

# 3.01. Contractor Service Requirements

The Contractor agrees to provide comprehensive Clean Up Day services as described in the Proposal.

# 3.02. Collection Vehicle Equipment Requirements

All collection vehicles used in performance of the Contract shall be duly licensed and inspected by the State of Minnesota and meet all applicable federal, state, and local laws, rules, regulations, standards, and industry best practices.

All vehicles must be clearly identified on both sides with Contractor's name and telephone number or website address.

# 3.03. Personnel Requirements

Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of this Agreement including, but not limited to, a portable toilet, collection area signs and directional signs. The Contractor will provide an Event Supervisor to oversee the crews servicing the Clean Up Day. The Event Supervisor will coordinate service with the City's representative.

Contractor's personnel will be trained both in program operations and in customer service and insure that all personnel maintain a positive attitude with the public and in the work place and shall:

- a) Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- b) Perform their duties in accordance with all existing laws and ordinances and future amendments thereto of the Federal, State of Minnesota, and local governing boards.
- c) Be clean and presentable in appearance, as so far as possible.
- d) Drive in a safe and considerate manner.
- e) Monitor for any spillage and be responsible for cleaning up any litter or breakage.
- f) Avoid damage to property.
- g) Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.

Page 3

# 3.04. Collection Hours

Contractor shall maintain sufficient equipment and personnel to assure that all collection operations begin no later than 8 a.m. and are completed by 3:00 p.m. on the scheduled collection day. City and Contractor may extend the collection hours by mutual written agreement.

# 3.05 Materials Accepted

Contractor shall arrange to collect and deliver to approved recycling or disposal facilities the following types of materials:

Municipal Solid Waste (MSW)

Child Car Seats

Construction and Demolition Debris (C&D)

Concrete

Mattresses

**Box Springs** 

Appliances (microwaves, washers, water heaters, etc.)

Appliances with Freon (dehumidifiers, refrigerators, etc.)

Stuffed Chairs

Couches

Hide-a-beds

Tires (car – both on and off the rim)

Scrap Metal

Small Engines (lawn mower, snow blowers, etc.)

**Automotive Batteries** 

Electronics

Carpet

Additional materials may be added by mutual written agreement between the City and the Contractor. Examples may include tractor tires and railroad ties. Additional materials should be identified on the completed Attachment A.

# 3.06 <u>Unacceptable Materials</u>

Contractor shall not collect household hazardous waste, explosives or other material requiring special handling.

Residents arriving with unacceptable material will be directed by Contractor's staff at the gate to appropriate disposal facilities for these items.

If unacceptable material makes it past screening at the gate, the unacceptable material shall be segregated from other materials, stored and delivered to an appropriate disposal facility by the Contractor.

#### 3.07 Collection Location

The Clean Up Day will be held at the Dale Street Soccer Fields parking lot 2555 N. Dale Street in Roseville unless the City of Roseville and Contractor mutually agree on a different sight.

Page 4

Contractor may begin staging collection equipment after 2:00 p.m. Friday afternoon immediately preceding the Clean Up Day. However, the City will not be liable for any damage that may occur to the equipment left overnight at the site. All collection equipment shall be removed by 5:00 p.m. on the Clean Up Day.

# 3.08. Cleanup Responsibilities

Contractor shall adequately clean up any materials spilled, leaked or blown during the course of collection and/or hauling operations and return the area to the state that existed prior to set up.

# 3.09. Severe Weather

Collections may be postponed due to severe weather at the sole discretion of the City. "Severe Weather" shall include, but not be limited to, those cases where the temperature at 6:00 a.m. is – 20 degrees F or colder. The Contractor will be responsible for notifying the residents by radio and/or television announcements. The City will be responsible for notifying the residents by municipal cable TV and messages through the City's email notification system. Upon postponement, the City shall select an alternate date for the Clean Up Day.

# 3.10. Weighing of Loads

Contractor will keep accurate records regarding the date and time of delivery of material to the Resource Recovery Facility or other designated facility, and the weight or number of items delivered to the facility. The information shall be maintained on file by the contractor for at least three years from the date of the Clean Up Day in the event of an audit by the City or County.

# 3.11. <u>Utilities</u>

The Contractor shall be obligated to protect all public and private utilities whether occupying street or public or private property. If such utilities are damaged by reason of the Contractor's operations, he/she shall repair or replace same, or failing to do so within 48 hours, the City shall cause repairs or replacement to be made and the cost of doing so (including administrative charges) shall be charged to the Contractor. The Contractor shall reimburse the City for any such expenses within 10 days of receipt of the City's invoice.

# 3.12. Damage To Property

The Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. The Contractor shall repair or replace any private or public property, including, but not limited to sod, mailboxes, or vehicles, which are damaged by the Contractor. Such property damage shall be addressed for repair or replacement, at no charge to the property owner, within forty-eight (48) hours with property of the same or equivalent value at the time of the damage.

If the Contractor fails to address the repair or replacement damaged property within 48 hours, shall cause repairs or replacement to be made and the cost of doing so (including administrative charges) shall be charged to the Contractor. The Contractor shall reimburse the City for any such expenses within 10 days of receipt of the City's invoice.

Page 5

# 3.13. Street Improvements

This Contract is subject to the right of State of Minnesota, Ramsey County or the City of Roseville to improve its highways and streets. The Contractor accepts the risk that such improvements may prevent the Contractor from traveling its accustomed route or routes for the

purpose of collecting and disposing of material at the Clean Up Day. The Contractor agrees not to make any claim for compensation against the City for such interference.

# 3.14. Performance & Payment Bond

Contractor shall execute and deliver to the City a Performance and Payment Bond with the corporate surety in the sum of \$15,000 or equal ("equal" may include a Letter of Credit from a banking institute approved by the City). This agreement shall not become effective until such a bond, in a form acceptable to the City, has been delivered to the City and approved by the City Attorney.

The executed contract shall be subject to termination by the City at any time if said bond shall be cancelled or the surety thereon relieved from liability for any reason. The term of such performance bond shall be for the life of the executed contract. Extensions or renewals shall require the execution and delivery of a performance bond in the above amount to cover the period of extension or renewal.

# 3.15. Subcontractor

Subcontracting is allowed as needed, but all such Contractor-subcontractor relationships must be explicitly described in each proposal scenario. The Contractor <u>shall not</u> enter into subcontracts for any of the services provided for under the executed contract for the services specified herein, without the express written consent of the City.

# 3.16. Contract Conditions

- a) The City reserves the right to waive minor irregularities in the proposal documents and to reject any or all proposals. The City reserves the right to enter into a contract with a contractor who does not submit the lowest cost proposal.
- b) The Bond and Certificate of Insurance shall be provided when the contract is executed.
- c) No proposal can be withdrawn before 60 days after the date for submission of proposals.
- d) The Contractor shall review and return signed copies of the contract within 30 days of receipt of the contract.

Page 6

# 4. ANNUAL REPORTING, PLANNING & PROMOTIONAL ACTIVITIES

## 4.01. Annual Materials Reports

The Contractor will submit to the City annual reports dealing with the City's Clean Up Day program. At a minimum, the Contractor shall include in each report the following information:

- •The total number of vehicles that delivered material.
- •The total number of items collected under each category of

materials that are tracked by item such as appliances.

•The total weight of items collected that are tracked by weight such as MSW.

Reports for the spring Clean Up Day shall be due by June 30. The Contractor shall include in its annual report recommendations for continuous improvement in the City's Clean Up Day program.

Copies of annual reports generated by the Contractor shall be included in the response to this RFP.

# 4.02. Publicity, Promotion, and Education

The Contractor and the City's representative shall work together in the preparation and distribution of educational materials to insure accurate information and program directions. The City will pay for and distribute educational materials, not including supplemental material distributed by the Contractor.

The City shall prepare and distribute to residents a list of materials accepted at the Clean Up Day and the price residents shall pay to the Contractor for material disposal.

# 4.03 Annual Planning Meeting

The Contractor and the City's representative shall meet at least annually to review operation of the Clean Up Day.

#### 5. MATERIALS DISPOSITION

# 5.01 <u>Disposal Facilities Must Be Specified</u>

Contractor and the City shall work to maximize recycling of the material collected. Contractor shall assure that all materials collected at the Clean Up Day that cannot be recycled are disposed of in accordance with all applicable state and federal regulations. All facilities and parties handling the waste material must be licensed, permitted or otherwise approved by the appropriate regulatory authority.

Items deemed to be Municipal Solid Waste (MSW) shall be taken to the Resource Recovery Facility in Newport, Minnesota.

Page 7

Contractor shall complete Attachment B - a list of disposal facilities for all the items collected specified in 3.05 and on Attachment A.

The City retains the right to reject a Contractor's proposed disposal facility and designate an alternate disposal facility.

# 5.02 Materials Disposition

All materials, components and residuals managed under this Proposal will be restricted in international markets as follows:

All waste materials including processing residuals shall be processed, used, reused, reclaimed or disposed of only in Canada, Mexico or the United States. Additionally, the Contractor will

provide documentation that electronics collected are processed by a company that will conduct the processing work in Mexico, Canada, or the United States. Such documentation will be included in the Contractor's response to this RFP.

The City reserves the right, solely at the City's option, after award of the Contract, to allow the management of waste materials, components and/or residuals outside of Mexico, Canada, or the United States. This allowance for the use, processing, reuse, reclamation, or disposal of waste materials overseas will only be made if the City can, at reasonable cost, assure itself of proper environmental management and limited environmental risk to the City. Such overseas waste management shall be by approval of specific subcontractors and specific overseas locations and must be approved in writing by the City and the Contractor prior to management of the waste materials overseas.

#### **EXHIBIT A**

Page 8

### **Process of Operations**

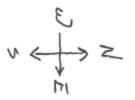
All vehicles will enter from the north entrance travel from the north to the south. No traffic will be allowed to take a left turn in the cleanup area.

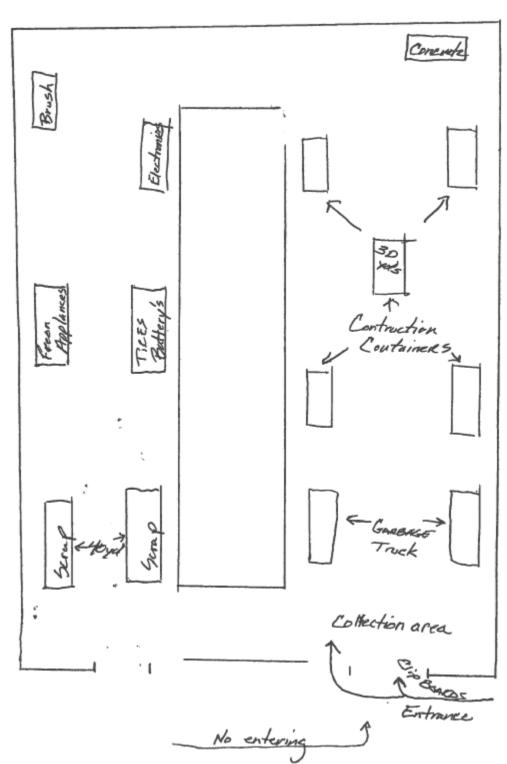
Upon entering the parking lot, residents will be greeted by a Lightning Disposal representative handing out clipboards requesting there name and address on a Lightning Disposal Receipt (to be turned into the City later). After entering the cleanup area, a supervisor will itemize the materials being delivered by the residents on their receipt. The resident will then be advised of where to pull ahead to. Two garbage trucks will be parked first on both sides of the parking lot with operators to help residents unload. Residents will then have the options to pull up to six 30 yard construction containers spread across the first parking lot for construction materials (they will be positioned in a shape of an X). At the end of the first parking lot, there will be a 10 yard container for clean concrete to be sent for recycling. After making the left hand turn in the corner will be a 30 yard container for brush and on the left side will be a 30 yard for electronics. The next set of containers will be a 30 yard for applicances containing Freon and a 30 yard for batteries and tires. Our final set of containers will be a set of 40 yard containers for scrap metal. I will enclose a hand drawn map for visual clarification.

Lightning Disposal will provide at least 1 person for each piece of equipment on sight and additional equipment to replace any vehicle or container that fills during cleanup hours.

## **EXHIBIT A**

Page 9





## **EXHIBIT B**

Page 1

## **Compensation**

The City shall pay the Contractor the following compensation for the Work to be performed under this agreement:

The City shall pay the Contractor 1/3 of the amount designated below for the collection and disposal of the items listed, unless otherwise agreed upon by the City:

Pickup Load	\$	32.00
Minivan/SUV Load	\$	20.00
Car Load	\$	10.00
Trailer (4'x 4'x 8')	\$	32.00
Child Car Seats	\$	17.00
Mattress (any size)	\$	20.00
Box Spring (any size)	\$	20.00
Appliance (any size)	\$	12.00
Appliance (with Freon)	\$	20.00
Stuffed Chair	\$	8.00
Couch	\$	12.00
Couch Hide-a-bed	\$ \$	12.00 20.00
Hide-a-bed	\$	20.00
Hide-a-bed Tires (car – each)	\$ \$	<b>20.00 3.00</b>
Hide-a-bed Tires (car – each) Tires (oversize – each)	\$ \$ \$	20.00 3.00 4.00
Hide-a-bed  Tires (car – each)  Tires (oversize – each)  Tires (on rim – car – each)	\$ \$ \$	20.00 3.00 4.00 3.00
Hide-a-bed Tires (car – each) Tires (oversize – each) Tires (on rim – car – each) Scrap Metal	\$ \$ \$ \$	20.00 3.00 4.00 3.00 5.00
Hide-a-bed  Tires (car – each)  Tires (oversize – each)  Tires (on rim – car – each)  Scrap Metal  Automotive Batteries	\$ \$ \$ \$	20.00 3.00 4.00 3.00 5.00 2.00

#### **EXHIBIT B**

Page 2

The City and the Contractor may add other items to the list in the future provided that a mutually agreeable price for collection and disposal of such item is agreed to in writing which designates the item and collection and disposal price.

The residents using the service shall pay two-thirds (2/3) of the amount designated for the disposal of the items listed. The contractor shall be responsible for the collection of the payment due from residents.

The compensation payable by the City set forth above shall constitute the total and complete compensation to be paid by the City under this Agreement for all Work set forth in Exhibit A, including but not limited to, all set up, collection, cleanup, record-keeping, planning, reporting, promotional activities, disposal and other work and services to be performed by the Contractor under this Agreement. The Contractor shall be responsible for the payment of all taxes and fees incurred or payable in connections with the Work, and the filing of all necessary tax returns required as a result of the payment of the amounts payable by the City and residents of the City under this Agreement.

### **EXHIBIT C**

Page 1

## **Special Conditions**

- 1. The performance of the Work shall be subject to the provisions contained in Section 6.05 (Liquidated Damages) of the City's Request for Proposals set forth on pages 2 and 3 of this Exhibit C.
- 2. The City shall receive the benefit of, and retain the credits associated with, all electronic waste collected.
- 3. The Contractor shall comply with the requirements set forth in Section 3 (General Requirements in all collections), Section 4 (Annual Reporting and Promotional Activities) and Section 5 (Materials Disposition) of the City's Request for Proposals dated November 14, 2014, and in Appendix C (Process of Operations) in the Contractor's Proposal, all being attached hereto as a part of Exhibit C, in the performance of all work.
- 4. All items collected shall be disposed of at the location set forth on page 4 of this Exhibit C, unless other agreed to by the City.

#### **EXHIBIT C**

Page 2

#### 6. PAYMENT AND DAMAGES

#### 6.05 <u>Liquidated Damages</u>

The Contractor shall agree, in addition to any other remedies available to the City, that the City may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligations.

The following acts or omissions shall be considered a breach of the Agreement:

a) Failure to clean up before the end of the Clean Up Day material spilled by Contractor as determined by City staff.

\$500 each incident

b) Failure to segregate from other materials, store and deliver to an appropriate disposal facility material dropped off at the Clean Up Day.

\$500 each incident

The Contractor shall be liable for liquidated damages amount(s) upon determination of the City of Roseville that performance has not occurred consistent with the provisions of the contract. The City shall notify Contractor in writing or electronically of each act or omission in this Agreement reported to or discovered by the City. It shall be the duty of Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint.

The City may deduct the full amount of any damages from any payment due to the Contractor. If the amount of any damages exceeds the payment due the Contractor, the City shall bill the Contractor for the additional amount. The remedy available to the City under this paragraph shall be in addition to all other remedies which the City may have under law or at equity.

# **EXHIBIT C**

Page 3

Clean Up Day Materials Disposition
Contractor will designate the facility to which the following items collected a the City of Roseville Clean UP Day will be delivered.

MSW	RRT Processing Facility
Child Car Seats	Recycling Association of MN
Construction & Demolition Debris	SKB Environmental
Mattresses	RRT or City to Determine
Box Springs	RRT or City to Determine
Appliances	AMG
Appliances (with Freon)	JR's Appliance
Stuffed Chair	RRT Processing Facility
Couches	RRT Processing Facility
Hide-a-beds	RRT Processing Facility
Tires	First State Tire
Scrap Metal	AMG
Automotive Batteries	National Recycling Inc.
Electronics	Retrofit Recycling
Carpet	SKB Environmental
Small Engines	AMG
Other (Please specify)	Concrete: SKB Environmental
Other (Please specify)	
Other (Please specify)	

Date: January 26, 2015

Item No.: 8.f

Department Approval City Manager Approval

fam / Trugger

Item Description: Approve Human Rights Commission Request for Civility Training Funds

#### 1 BACKGROUND

- 2 On December 1, Human Rights Commissioners Lisa Carey and Chair Wayne Groff requested a
- budget amendment to increase the HRC's 2015 budget by \$2,000 for purposes of hosting civility
- training in the Spring. The City Council did not include any funds for civility training in the
- 5 2015 budget. The Human Rights Commission is requesting the City Council once again consider
- 6 the request for funds.
- 7 A brief summary outlining the civility training is provided in an email from Commissioner Carey
- and is attached as Attachment A. The Institute for Civility has agreed to host the training and
- 9 information about the organization can be found at: www.instituteforcivility.org/what-we-
- 10 <u>do/civility-training/</u>.

#### 11 **BUDGET IMPLICATIONS**

- The total cost for the training is \$2,000 \$3,000 depending on the number of participants
- (\$50/person). The Commission has sought grant dollars for the training but has run into obstacles
- due to their unique status as a governmental advisory commission versus a 501(c)3. The Ramsey
- 15 County Library has committed to \$1,000, and will offer meeting space at no cost. Staff has
- suggested that the \$2,000 requested for civility training come out of the communications fund.

#### 17 STAFF RECOMMENDATION

- Approve the Human Rights Commission request to increase the HRC budget by \$2,000 for
- purposes of civility training in 2015.

#### 20 REQUESTED COUNCIL ACTION

- Motion to increase the Human Rights Commission budget by \$2,000 to host civility training in
- 22 2015.

Prepared by: Kari Collins, Staff Liaison to the Human Rights Commission

Attachments: A: Email from Commissioner Lisa Carey

#### **Kari Collins**

From: Lisa Carey Sent: Lisa Carey Sacarey4580@gmail.com> Tuesday, January 20, 2015 2:23 PM

To: Kari Collins

**Subject:** Fwd: Civility Training information

Hi Kari,

Commissioner Bachhuber asked that I send additional information to the rest of the commissioners regarding the background for training. The following is from the email I sent to each of the council members. Could you please pass this along to the commission members before tomorrow's meeting?

Thanks much.

Lisa Carey

Sent from my iPhone

To explain a bit more about the training, I took the following directly from their website:

Civility training explores what civility is and why it is important. Participants will learn what civility makes possible, and what incivility prevents. Tips on how to maintain civility will be shared. This highly participatory and interactive seminar also explores the influence of belief systems, and includes exercises in listening and communication skills and team work. It's broken into four sections:

- a. Know Thyself/Differences are Enriching
- b. Listen with your heart, mind and strength
- c. Help comes from unexpected places
- d. One is powerful, but numbers count

This is based around their book "Reclaiming Civility in the Public Square: 10 Rules that Work." And in my conversations with Cassandra Dahnke, from the Institute, she said it focuses quite a bit on understanding our own belief system, and acknowledging, understanding, and accepting that others' may not have the same belief system. It then transitions into learning how to work together in light of, rather than in spite of, different beliefs, and the importance of listening and effective communication. Working

together and helping each other not only helps each of us individually, but helps the community as a whole become stronger and better. We will use guidance of The Institute for Civility to gain insights on next steps for our community to keep this focus strong and continue to build on it.

The training allows for 40-60 participants. This enables good group conversation without the session getting too large to openly communicate. We've received interest in participation from commissioners, library staff, and the police department, and this is before opening it to the general community. The cost will be \$2,000 - \$3,000, depending on number of participants (\$50/person). And this covers the travel, lodging, and meals for the presenters. We have reached out to several organizations and requested funding. The library has agreed to partner with us by providing approximately \$1,000, as well as the space to hold the training. They are also interested in taking one of the various available civility books and beginning a book club for those interested in learning more and continuing the discussion. We've also reached out to Roseville Rotary and are waiting to hear back regarding additional funding. We could cap the training at 40 participants in order to keep the cost at \$2000. But we've received positive interest in this training and we'd like to open this up to the maximum of 60 participants to maximize our reach.

The training was tentatively scheduled for April, as this works for both the library and the Institute for Civility. However, we are now approaching mid-January and the Institute has other requests for that time. If we cannot confirm the training, we will need to let them know so they can book another group.

If you have additional questions or would like more information, please feel free to reach out to me via email or phone (651-788-0795). I'm happy to help answer any questions you may have. Any questions I cannot answer, I'd be happy to reach out to Cassandra and have her respond to you. As an additional resource, the Institute for Civility in Government also has a website. Please be assured, they do regularly offer these training session for communities and other groups – it is not strictly for government entities.

Lisa Carey

Sent from my iPhone

Date: January 26, 2015

Item No.: 8.g

Department Approval City Manager Approval

Item Description: Recommendation to Reject All Proposals from Request for Qualifications

for Creation of Identity and Tagline

#### 1 BACKGROUND

2 In August of 2014, City Communications staff issued a Request for Qualifications (RFQ) for

- 3 "Creation of Identity Tagline and Style Guide." The RFQ generated seven consultant proposals.
- 4 The selection committee, comprised of Parks, Public Works, Police, Housing and
- 5 Redevelopment Authority (HRA), and Communications staff, met to discuss the submitted
- 6 proposals. The committee interviewed three finalists before settling on a top candidate. The use
- of a tagline consultant was discussed at a joint meeting of the City Council and the HRA on Nov.
- 8 10.

#### 9 STAFF RECOMMENDATION

- Staff is requesting additional time to re-evaluate this project and its direction. Staff plans to
- continue researching this issue and may return with a project recommendation at a future date. At
- this time staff is not prepared to endorse entering into a contract with any specific consultant and
- recommends rejecting all proposals.

#### 14 REQUESTED COUNCIL ACTION

- Motion to reject all proposals stemming from Request for Qualifications for "Creation of Identity
- 16 Tagline and Style Guide."

Prepared by: Garry Bowman, Communications Manager

Date: 1/26/2015

Item No.: 8.h

Department Approval

City Manager Approval

Ctton K. mill

Item Description: Approve General Purchases or Sale of Surplus Items Exceeding \$5,000

#### BACKGROUND

2 City Code section 103.05 establishes the requirement that all general purchases and/or contracts in

excess of \$5,000 be approved by the Council. In addition, State Statutes require that the Council

authorize the sale of surplus vehicles and equipment.

6 General Purchases or Contracts

7 City Staff have submitted the following items for Council review and approval:

Department	Vendor	Description	Amount	Budget / CIP
Engineering Svcs.	Thane Hawkins Chevrolet	Chevy Equinox (a)	19,029.30	CIP

#### Comments/Description:

8

9

10 11

12

13

14

15 16 a) New vehicle for the Right-of-Way/Environmental Technician. Purchased off the State Bid Contract.

#### Sale of Surplus Vehicles or Equipment

City Staff have identified surplus vehicles and equipment that have been replaced and/or are no longer needed to deliver City programs and services. These surplus items will either be traded in on replacement items or will be sold in a public auction or bid process. The items include the following:

Department	Item / Description

#### 17 POLICY OBJECTIVE

18 Required under City Code 103.05.

#### 19 FINANCIAL IMPACTS

Funding for all items is provided for in the current operating or capital budget.

#### 21 STAFF RECOMMENDATION

22 Staff recommends the City Council approve the submitted purchases or contracts for service and, if

23 applicable, authorize the trade-in/sale of surplus items.

REQUESTED COUNCIL ACTION

Motion to approve the attached list of general purchases and contracts for services and where 25 applicable; the trade-in/sale of surplus equipment.

27 28

26

24

Prepared by: Chris Miller, Finance Director

Attachments: A: 2015 CIP Purchase Summary (not applicable for 01/26/15 Council meeting)

29

Date: 01/26/2015

Item No.: 8.i

Department Approval

City Manager Approval

Ctton K. mille

Item Description: Approve Payments

#### 1 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	\$1,737,303.52
76287-76432	\$801,683.88
Total	\$2,538,987.40

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.

#### 8 POLICY OBJECTIVE

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

#### 10 FINANCIAL IMPACTS

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

12 reserves.

5

15

17

#### 13 STAFF RECOMMENDATION

14 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

Page 1 of 1

# Accounts Payable

# Checks for Approval

User: Printed:

mary.jenson 1/22/2015 - 8:11 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
76392 76375	01/20/2015 01/14/2015	Central Sves Equip Revolving Central Sves Equip Revolving	Rental - Copier Machines Rental - Copier Machines	Crabtree Companies, Inc. US Bank Equipment Finance	Copier Charges Copier Lease Charges	1,861.93 2,994.30
				Rental - C	Rental - Copier Machines Total:	4,856.23
				Fund Total:		4,856.23
0 0	01/06/2015 01/06/2015	Charitable Gambling Charitable Gambling	Federal Income Tax Federal Income Tax	IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Federal Incc PR Batch 00001.01.2015 Federal Incc	6.21
				Federal In	Federal Income Tax Total:	6.80
0000	01/06/2015 01/06/2015 01/06/2015 01/06/2015	Charitable Gambling Charitable Gambling Charitable Gambling Charitable Gambling	FICA Employee Ded. FICA Employee Ded. FICA Employee Ded. FICA Employee Ded.	IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 Medicare El PR Batch 00001.01.2015 Medicare El	6.09 0.58 1.42 0.14
				FICAEmp	FICA Employee Ded. Total:	8.23
0000	01/06/2015 01/06/2015 01/06/2015 01/06/2015	Charitable Gambling Charitable Gambling Charitable Gambling Charitable Gambling	FICA Employers Share FICA Employers Share FICA Employers Share FICA Employers Share	IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Medicare El PR Batch 00001.01.2015 Medicare El PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 FICA Emple	1.42 0.14 0.58 6.09
				FICA Emp	FICA Employers Share Total:	8.23
0	01/06/2015	Charitable Gambling	MN State Retirement	MSRS-Non Bank	PR Batch 00001.01.2015 Post Emplo	0.99
				MN State	MN State Retirement Total:	0.99
0	01/06/2015	Charitable Gambling	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.01.2015 Pera Emplo	6.44

AP-Checks for Approval (1/22/2015 - 8:11 AM)

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				PERA Emp	PERA Employee Ded Total:	6.44
0 0	01/06/2015 01/06/2015	Charitable Gambling Charitable Gambling	PERA Employer Share PERA Employer Share	PERA-Non Bank PERA-Non Bank	PR Batch 00001.01.2015 Pera Emplo PR Batch 00001.01.2015 Pera additio	6.44
				PERA Emp	PERA Employer Share Total:	7.43
76327 76327	01/08/2015 01/08/2015	Charitable Gambling Charitable Gambling	Professional Services - Bingo Professional Services - Bingo	Shidell & Mair Shidell & Mair	Speedskating Bingo Youth Hockey Bingo	2,381.40
				Professione	Professional Services - Bingo Total:	4,422.60
0 0	01/06/2015 01/06/2015	Charitable Gambling Charitable Gambling	State Income Tax State Income Tax	MN Dept of Revenue-Non Bank MN Dept of Revenue-Non Bank	PR Batch 00001.01.2015 State Incom PR Batch 00001.01.2015 State Incom	3.32 0.31
				State Incon	State Income Tax Total:	3.63
				Fund Total:		4,464.35
76420	01/20/2015	Community Development	Building Surcharge	Roto Rooter	Sewer Permit & Street Patching Refu	5.00
				Building Sv	Building Surcharge Total:	5.00
0	01/07/2015	Community Development	Credit Card Fees	US Bank-Non Bank	November Terminal Charges	1,082.65
				Credit Carc	Credit Card Fees Total:	1,082.65
0 0	01/06/2015 01/06/2015	Community Development Community Development	Federal Income Tax Federal Income Tax	IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Federal Incc PR Batch 00001.01.2015 Federal Incc	1,636.47 2,189.36
				Federal Inc	Federal Income Tax Total:	3,825.83
0 0 0	01/06/2015 01/06/2015 01/06/2015 01/06/2015	Community Development Community Development Community Development Community Development	FICA Employee Ded. FICA Employee Ded. FICA Employee Ded. FICA Employee Ded.	IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 Medicare El PR Batch 00001.01.2015 Medicare El	1,125.38 843.43 263.19 197.25
				FICA Empl	FICA Employee Ded. Total:	2,429.25

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0000	01/06/2015 01/06/2015 01/06/2015 01/06/2015	Community Development Community Development Community Development Community Development	FICA Employers Share FICA Employers Share FICA Employers Share FICA Employers Share	IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 FICA Emplorer Batch 00001.01.2015 FICA Emplorer Batch 00001.01.2015 Medicare Ei PR Batch 00001.01.2015 Medicare Ei	843.43 1,125.38 197.25 263.19
				FICA Empl	FICA Employers Share Total:	2,429.25
76289 76289	01/06/2015 01/06/2015	Community Development Community Development	HRA Employer HRA Employer	ING ReliaStar ING ReliaStar	PR Batch 00001.01.2015 HRA Emplc PR Batch 00001.01.2015 HRA Emplc	219.89
				HRA Employer Total:	oyer Total:	370.00
76292 76292	01/06/2015 01/06/2015	Community Development Community Development	HSA Employee HSA Employee	Premier Bank Premier Bank	PR Batch 00001.01.2015 HSA Emple PR Batch 00001.01.2015 HSA Emple	91.79
				HSA Employee Total:	oyee Total:	153.84
76292 76292	01/06/2015	Community Development Community Development	HSA Employer HSA Employer	Premier Bank Premier Bank	PR Batch 00001.01.2015 HSA Emplo PR Batch 00001.01.2015 HSA Emplo	304.30 205.70
				HSA Employer Total:	oyer Total:	510.00
0 0	01/06/2015 01/06/2015	Community Development Community Development	ICMA Def Comp ICMA Def Comp	ICMA Retirement Trust 457-30022' ICMA Retirement Trust 457-30022'	PR Batch 00001.01.2015 ICMA Defe PR Batch 00001.01.2015 ICMA Defe	326.23 248.78
				ICMA Def	ICMA Def Comp Total:	575.01
76371 76423	01/14/2015 01/20/2015	Community Development Community Development	Life Ins. Employee Life Ins. Employee	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	227.70 232.94
				Life Ins. Br	Life Ins. Employee Total:	460.64
76371 76423	01/14/2015 01/20/2015	Community Development Community Development	Life Ins. Employer Life Ins. Employer	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	88.90
				Life Ins. Br	Life Ins. Employer Total:	177.76
76371 76423	01/14/2015 01/20/2015	Community Development Community Development	Long Term Disability Long Term Disability	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	198.61

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				Long Ter	Long Term Disability Total:	397.22
76378	01/20/2015	Community Development	Memberships & Subscriptions	AMBO	2015 Membership Dues	100.00
				Members	Memberships & Subscriptions Total:	100.00
0 0	01/06/2015 01/06/2015	Community Development Community Development	MN State Retirement MN State Retirement	MSRS-Non Bank MSRS-Non Bank	PR Batch 00001.01.2015 Post Emplo: PR Batch 00001.01.2015 Post Emplo:	175.45
				MN State	MN State Retirement Total:	294.07
0 0	01/06/2015 01/06/2015	Community Development Community Development	MNDCP Def Comp MNDCP Def Comp	Great West- Non Bank Great West- Non Bank	PR Batch 00001.01.2015 MNDCP De PR Batch 00001.01.2015 MNDCP De	423.95 296.05
				MNDCP	MNDCP Def Comp Total:	720.00
0 0	01/06/2015 01/06/2015	Community Development Community Development	PERA Employee Ded PERA Employee Ded	PERA-Non Bank PERA-Non Bank	PR Batch 00001.01.2015 Pera Emplo PR Batch 00001.01.2015 Pera Emplo	1,225.06
				PERA En	PERA Employee Ded Total:	2,055.18
0000	01/06/2015 01/06/2015 01/06/2015 01/06/2015	Community Development Community Development Community Development Community Development	PERA Employer Share PERA Employer Share PERA Employer Share	PERA-Non Bank PERA-Non Bank PERA-Non Bank PERA-Non Bank	PR Batch 00001.01.2015 Pera additio PR Batch 00001.01.2015 Pera additio PR Batch 00001.01.2015 Pera Emplo PR Batch 00001.01.2015 Pera Emplo	127.73 188.48 830.12 1,225.06
				PERA En	PERA Employer Share Total:	2,371.39
76415 76426 76426	01/20/2015 01/20/2015 01/20/2015	Community Development Community Development Community Development	Professional Services Professional Services Professional Services	Permitworks Sheila Stowell Sheila Stowell	Permits & Inspections Software-2015 Planning Commission Meeting Minut Mileage Reimbursement	3,875.00 168.75 5.00
				Professio	Professional Services Total:	4,048.75
76420	01/20/2015	Community Development	Sewer Permits	Roto Rooter	Sewer Permit & Street Patching Refu	48.00
				Sewer Pe	Sewer Permits Total:	48.00
0	01/06/2015 01/06/2015	Community Development Community Development	State Income Tax State Income Tax	MN Dept of Revenue-Non Bank MN Dept of Revenue-Non Bank	PR Batch 00001.01.2015 State Incom PR Batch 00001.01.2015 State Incom	832.72
AP-Checks for Approval (1/22/2015 - 8:11 AM)	roval (1/22/2015 - 8	8:11 AM)				Page 4

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				State Incon	State Income Tax Total:	1,455.85
76329 76334	01/08/2015 01/08/2015	Community Development Community Development	Telephone Telephone	Sprint T Mobile	Cell Phones Cell Phones-Acct: 876644423	105.64
				Telephone Total:	Total:	138.43
76394	01/20/2015	Community Development	Training	Donald Salverda & Associates	Leadership Training-Munson	00.009
				Training Total:	otal:	00.009
0 0	01/14/2015 01/14/2015	Community Development Community Development	Transportation Transportation	Paul Bilotta Thomas Paschke	Mileage Reimbursement Mileage Reimbursement	70.06
				Transportation Total:	tion Total:	167.24
				Fund Total:		24,415.36
0 0	01/06/2015 01/06/2015	Contracted Engineering Svcs Contracted Engineering Svcs	Federal Income Tax Federal Income Tax	IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Federal Incc PR Batch 00001.01.2015 Federal Incc	299.17
				Federal Inc	Federal Income Tax Total:	512.80
0000	01/06/2015 01/06/2015 01/06/2015 01/06/2015	Contracted Engineering Svcs Contracted Engineering Svcs Contracted Engineering Svcs Contracted Engineering Svcs	FICA Employee Ded. FICA Employee Ded. FICA Employee Ded. FICA Employee Ded.	IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 Medicare El PR Batch 00001.01.2015 Medicare El	119.66 85.44 27.99 19.98
				FICA Emp	FICA Employee Ded. Total:	253.07
0000	01/06/2015 01/06/2015 01/06/2015 01/06/2015	Contracted Engineering Svcs Contracted Engineering Svcs Contracted Engineering Svcs Contracted Engineering Svcs	FICA Employers Share FICA Employers Share FICA Employers Share FICA Employers Share	IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 Medicare El PR Batch 00001.01.2015 Medicare El	119.66 85.44 27.99 19.98
				FICAEmp	FICA Employers Share Total:	253.07
76292 76292	01/06/2015 01/06/2015	Contracted Engineering Svcs Contracted Engineering Svcs	HSA Employee HSA Employee	Premier Bank Premier Bank	PR Batch 00001.01.2015 HSA Emple PR Batch 00001.01.2015 HSA Emple	11.67
AP-Checks for App	AP-Checks for Approval (1/22/2015 - 8:11 AM)	8:11 AM)				Page 5

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				HSA Empl		20.00
76292 76292	01/06/2015 01/06/2015	Contracted Engineering Svcs Contracted Engineering Svcs	HSA Employer HSA Employer	Premier Bank Premier Bank	PR Batch 00001.01.2015 HSA Emplo PR Batch 00001.01.2015 HSA Emplo	83.32
				HSA Empl	HSA Employer Total:	200.00
76371 76423	01/14/2015 01/20/2015	Contracted Engineering Svcs Contracted Engineering Svcs	Life Ins. Employer Life Ins. Employer	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	8.08
				Life Ins. E		16.16
76371 76423	01/14/2015 01/20/2015	Contracted Engineering Svcs Contracted Engineering Svcs	Long Term Disability Long Term Disability	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	19.68
				Long Term	Long Term Disability Total:	39.36
0 0	01/06/2015 01/06/2015	Contracted Engineering Svcs Contracted Engineering Svcs	MN State Retirement MN State Retirement	MSRS-Non Bank MSRS-Non Bank	PR Batch 00001.01.2015 Post Emplo: PR Batch 00001.01.2015 Post Emplo:	19.61
				MN State I	MN State Retirement Total:	32.86
0 0	01/06/2015 01/06/2015	Contracted Engineering Svcs Contracted Engineering Svcs	PERA Employee Ded PERA Employee Ded	PERA-Non Bank PERA-Non Bank	PR Batch 00001.01.2015 Pera Emplo: PR Batch 00001.01.2015 Pera Emplo:	86.16
				PERA Em	PERA Employee Ded Total:	213.61
0 0 0	01/06/2015 01/06/2015 01/06/2015 01/06/2015	Contracted Engineering Svcs Contracted Engineering Svcs Contracted Engineering Svcs Contracted Engineering Svcs	PERA Employer Share PERA Employer Share PERA Employer Share PERA Employer Share	PERA-Non Bank PERA-Non Bank PERA-Non Bank PERA-Non Bank	PR Batch 00001.01.2015 Pera Emplo PR Batch 00001.01.2015 Pera additio PR Batch 00001.01.2015 Pera Emplo PR Batch 00001.01.2015 Pera additio	127.45 13.25 86.16 19.61
				PERA Emj	PERA Employer Share Total:	246.47
0 0	01/06/2015 01/06/2015	Contracted Engineering Svcs Contracted Engineering Svcs	State Income Tax State Income Tax	MN Dept of Revenue-Non Bank MN Dept of Revenue-Non Bank	PR Batch 00001.01.2015 State Incom PR Batch 00001.01.2015 State Incom	72.42
				State Incor	State Income Tax Total:	173.84

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				Fund Total:		1,961.24
76299 76299 76299	01/08/2015 01/08/2015 01/08/2015	Fire Vehicles Revolving Fire Vehicles Revolving Fire Vehicles Revolving	Furniture & Fixtures Furniture & Fixtures Furniture & Fixtures	CDW Government, Inc. CDW Government, Inc. CDW Government, Inc.	Tablet Antennas Routers Router Maintenance	1,260.00 3,495.00 705.00
				Furniture &	Furniture & Fixtures Total:	5,460.00
				Fund Total:		5,460.00
0	01/07/2015	General Fund	209000 - Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	199.65
				209000 - S <sub>k</sub>	209000 - Sales Tax Payable Total:	199.65
76423	01/20/2015	General Fund	210500 - Life Ins. Employee	Standard Insurance Company	Life Insurance Premium-Policy: 1347	1,371.20
				210500 - Li	210500 - Life Ins. Employee Total:	1,371.20
0 0 0	01/08/2015 01/14/2015 01/14/2015 01/08/2015	General Fund General Fund General Fund General Fund	211402 - Flex Spending Health 211402 - Flex Spending Health 211402 - Flex Spending Health 211402 - Flex Spending Health	4	Flexible Benefit Reimbursement Flexible Benefit Reimbursement Flexible Benefit Reimbursement Flexible Benefit Reimbursement	527.22 245.67 551.73 333.67
				211402 - Fl	——211402 - Flex Spending Health Total:	1,658.29
0 0 0 0 0	01/08/2015 01/20/2015 01/14/2015 01/08/2015	General Fund General Fund General Fund General Fund General Fund	211403 - Flex Spend Day Care 211403 - Flex Spend Day Care		Dependent Care Reimbursement	1,143.10 333.00 500.00 1,153.86 280.06
0 0 0	01/20/2015 01/08/2015 01/08/2015 01/08/2015	General Fund General Fund General Fund General Fund	211403 - Flex Spend Day Care 211403 - Flex Spend Day Care 211403 - Flex Spend Day Care 211403 - Flex Spend Day Care		Dependent Care Reimbursement Dependent Care Reimbursement Dependent Care Reimbursement Dependent Care Reimbursement	170.00 630.06 5,000.00 1,228.77
				211403 - FI	211403 - Flex Spend Day Care Total:	10,438.85
76380 76296	01/20/2015 01/08/2015	General Fund General Fund	Clothing Clothing	Aspen Mills Inc. Aspen Mills Inc.	Uniform Supplies Uniform Supplies	109.99

AP-Checks for Approval (1/22/2015 - 8:11 AM)

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
76296 76296 0	01/08/2015 01/08/2015 01/20/2015 01/20/2015	General Fund General Fund General Fund General Fund	Clothing Clothing Clothing Clothing	Aspen Mills Inc. Aspen Mills Inc. Josh Dix Mike Kroeger	Uniform Supplies Uniform Supplies Boots Reimbursement Per Union Con Boots Reimbursement Per Union Con	60.50 31.00 159.00 203.00
				Clothing Total:	otal:	1,903.49
76413 0	01/20/2015 01/20/2015	General Fund General Fund	Community Grants Community Grants	Northeast Youth & Family Serv. Roseville Area Schools	2015 Participation 2015 Senior Program Contribution	53,775.00
				Community	Community Grants Total:	63,775.00
76388 76312	01/20/2015 01/08/2015	General Fund General Fund	Conferences Conferences	Caux Round Table League of MN Cities	Academy for Public Service-L. Lalibe Regional Meeting	75.00
				Conferences Total:	s Total:	195.00
76294 76345 0	01/08/2015 01/14/2015 01/20/2015	General Fund General Fund General Fund	Contract Maint - Vehicles Contract Maint - Vehicles Contract Maint - Vehicles	Abra Auto Body Boyer Trucks, Corp. Minnesota Spring & Suspension, LJ	Vehicle Repair 2014 Blanket PO For Vehicle Repairs 2015 Blanket PO for Vehicle Repairs	798.93 2,690.09 1,608.00
				Contract M	Contract Maint - Vehicles Total:	5,097.02
0	01/14/2015	General Fund	Contract Maint City Hall	Adam's Pest Control Inc	Quarterly Service	106.00
				Contract M	Contract Maint City Hall Total:	106.00
76320 76428	01/08/2015 01/20/2015	General Fund General Fund	Contract Maint City Garage Contract Maint City Garage	Overhead Door Co of the Northlanc Garage Door Service Tremco/Weatherproofing Technolog Inspection and Maint	Overhead Door Co of the Northlanc Garage Door Service Tremco/Weatherproofing Technolog Inspection and Maintenance of Public	183.15
				Contract M	Contract Maint City Garage Total:	1,958.15
0	01/08/2015	General Fund	Contract Maintenance	City of St. Paul	Radio Maintenance Service	32.50
0	01/08/2015	General Fund General Fund	Contract Maintenance	City of St. Paul	Wireless CAD System Ouarterly Subscription Service-Ian -N	675.00
0	01/20/2015	General Fund	Contract Maintenance	Grainger Inc	Fuses, Switches	61.72
76406	01/20/2015	General Fund	Contract Maintenance	Law Enforcement Tech Group, LLC		48,383.23
76291	01/06/2015	General Fund	Contract Maintenance	NEOGOV	Insight Enterprise User License-2015	1,999.00
76323 76323	01/08/2015	General Fund General Fund	Contract Maintenance Contract Maintenance	Kamsey County Ramsey County	Fleet Support Fee Fleet Support Fee	31.20 215.28
76323	01/08/2015	General Fund	Contract Maintenance	Ramsey County	Fleet Support Fee	383.76
0	01/20/2015	General Fund	Contract Maintenance	Springbrook Software, Inc.	Annual Finance Software/Maintenanc	22,754.50
AP-Checks for App	AP-Checks for Approval (1/22/2015 - 8:11 AM)	3:11 AM)				Page 8

AP-Checks for Approval (1/22/2015 - 8:11 AM)

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
76340 76341	01/08/2015 01/08/2015	General Fund General Fund	Contract Maintenance Contract Maintenance	Upper Cut Tree Service Verizon Wireless	Blanket PO for Tree Removal Cell Phones	462.00 364.88
				Contract M	Contract Maintenance Total:	80,118.07
76323 76323	01/08/2015 01/08/2015	General Fund General Fund	Dispatching Services Dispatching Services	Ramsey County Ramsey County	911 Dispatch Services-Dec CAD Services-Dec	29,054.39 2,246.88
				Dispatchin	Dispatching Services Total:	31,301.27
0	01/07/2015	General Fund	Employee Recognition	US Bank-Non Bank	Employee Gift Card Visa Fees	43.45
				Employee	Employee Recognition Total:	43.45
76420	01/20/2015	General Fund	Engineering Fees	Roto Rooter	Sewer Permit & Street Patching Refu	5.00
				Engineerin	Engineering Fees Total:	5.00
0	01/06/2015 01/06/2015	General Fund General Fund	Federal Income Tax Federal Income Tax	IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Federal Incc PR Batch 00001.01.2015 Federal Incc	14,573.96 20,434.53
				Federal Inc	Federal Income Tax Total:	35,008.49
0 0 0 0	01/06/2015 01/06/2015 01/06/2015 01/06/2015	General Fund General Fund General Fund General Fund	FICA Employee Ded. FICA Employee Ded. FICA Employee Ded. FICA Employee Ded.	IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 Medicare El PR Batch 00001.01.2015 Medicare El	4,600.80 2,551.90 1,705.37 2,570.02
				FICA Emp	FICA Employee Ded. Total:	11,428.09
0 0 0	01/06/2015 01/06/2015 01/06/2015 01/06/2015	General Fund General Fund General Fund General Fund	FICA Employers Share FICA Employers Share FICA Employers Share FICA Employers Share	IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 Medicare El PR Batch 00001.01.2015 Medicare El	4,600.80 2,551.90 1,705.37 2,570.02
				FICA Emp	FICA Employers Share Total:	11,428.09
76289 76289	01/06/2015 01/06/2015	General Fund General Fund	HRA Employer HRA Employer	ING ReliaStar ING ReliaStar	PR Batch 00001.01.2015 HRA Emplc PR Batch 00001.01.2015 HRA Emplc	2,016.19

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				HRA Employer Total:	oyer Total:	3,533.50
76292 76292	01/06/2015 01/06/2015	General Fund General Fund	HSA Employee HSA Employee	Premier Bank Premier Bank	PR Batch 00001.01.2015 HSA Emple PR Batch 00001.01.2015 HSA Emple	943.71 1,179.31
				HSA Employee Total:		2,123.02
76292 76292	01/06/2015 01/06/2015	General Fund General Fund	HSA Employer HSA Employer	Premier Bank Premier Bank	PR Batch 00001.01.2015 HSA Emplo PR Batch 00001.01.2015 HSA Emplo	4,146.19 3,338.54
				HSA Employer Total:		7,484.73
0 0	01/06/2015 01/06/2015	General Fund General Fund	ICMA Def Comp ICMA Def Comp	ICMA Retirement Trust 457-30022' ICMA Retirement Trust 457-30022'	ICMA Retirement Trust 457-30022 PR Batch 00001.01.2015 ICMA Defe ICMA Retirement Trust 457-30022 PR Batch 00001.01.2015 ICMA Defe	1,264.16
				ICMA Def	ICMA Def Comp Total:	3,230.99
76371	01/14/2015	General Fund	Life Ins. Employee	Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc	1,617.49
				Life Ins. En	Life Ins. Employee Total:	1,617.49
76371 76423	01/14/2015 01/20/2015	General Fund General Fund	Life Ins. Employer Life Ins. Employer	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 1347	702.99
				Life Ins. En	Life Ins. Employer Total:	1,393.60
76371 76423	01/14/2015 01/20/2015	General Fund General Fund	Long Term Disability Long Term Disability	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 1347	1,410.33 1,425.28
				Long Term	Long Term Disability Total:	2,835.61
76381 76401 76409	01/20/2015 01/20/2015 01/20/2015	General Fund General Fund General Fund	Memberships & Subscriptions Memberships & Subscriptions Memberships & Subscriptions	ATOM IPMA-HR MN Metro Cities	2015 Membership Dues 2015 Membership Dues 2015 Membership Dues	250.00 125.00 9,934.00
				Membershi	Memberships & Subscriptions Total:	10,309.00
0 0	01/06/2015 01/06/2015	General Fund General Fund	Minnesota Benefit Ded Minnesota Benefit Ded	MN Benefit Association MN Benefit Association	PR Batch 00001.01.2015 Minnesota F PR Batch 00001.01.2015 Minnesota F	161.12

CHECK INGHIDEL	спеск Date	rund Name	Account Name			
				Minnesota	Minnesota Benefit Ded Total:	281.84
76316	01/08/2015	General Fund	Minor Equipment	MINNCOR Industries	Office Chairs	2,540.00
				Minor Equ	Minor Equipment Total:	2,540.00
0	01/06/2015	General Fund General Fund	MN State Retirement MN State Retirement	MSRS-Non Bank MSRS-Non Bank	PR Batch 00001.01.2015 Post Employ PR Batch 00001.01.2015 Post Employ	1,820.30
				MN State 1	MN State Retirement Total:	2,810.32
0	01/06/2015	General Fund General Fund	MNDCP Def Comp MNDCP Def Comp	Great West- Non Bank Great West- Non Bank	PR Batch 00001.01.2015 MNDCP De PR Batch 00001.01.2015 MNDCP De	3,314.74 4,086.93
				MNDCP E	MNDCP Def Comp Total:	7,401.67
0	01/07/2015	General Fund	Motor Fuel	MN Dept of Revenue-Non Bank	November Fuel Tax	699.11
				Motor Fuel Total:	I Total:	699.11
76298 76293	01/08/2015 01/06/2015	General Fund General Fund	Op Supplies - City Hall Op Supplies - City Hall	C L Bensen Company, Inc. Trio Supply Company	Pleated Filters Restroom Supplies	112.09 326.03
				Op Supplie	Op Supplies - City Hall Total:	438.12
76300	01/08/2015	General Fund	Operating Supplies	Centerline Charter Corp.	Transportation Service	188.00
76348	01/14/2015	General Fund	Operating Supplies	Compass Minerals	Street Supplies	1,629.59
76392	01/20/2015	General Fund	Operating Supplies	Crabtree Companies, Inc.	Copier Staples	106.00
0	01/08/2015	General Fund	Operating Supplies	Grant Dattilo	Supplies Reimbursement	15.06
76305	01/08/2015	General Fund	Operating Supplies	EMP Jacon Gahrman	Medical Supplies Sumilies Reimbursement	132.10
0 0	01/20/2015	General Fund	Operating Supplies	Grainger Inc	Gaskets, Adapter	9.35
0	01/08/2015	General Fund	Operating Supplies	Grainger Inc	Break Apart Nozzle	256.00
76321	01/08/2015	General Fund	Operating Supplies	Plaisted Co	Ice Control Supplies	670.56
76322	01/08/2015	General Fund	Operating Supplies	Precise MRM, LLC	Pooled Data, Monthly Software	206.49
76417	01/20/2015	General Fund	Operating Supplies	Primary Products Company	Nitrile Gloves	195.03
76368	01/14/2015	General Fund	Operating Supplies	Scharber & Sons	Compression Springs	118.66
76328	01/08/2015	General Fund	Operating Supplies	Sprayer Specialties, Inc.	Couplers, Clamps	241.52
76332	01/08/2015	General Fund	Operating Supplies	Staples Business Advantage, Inc.	Ioner	71.99
76374 76374	01/14/2015	General Fund General Fund	Operating Supplies Operating Supplies	Tri State Bobcat, Inc Tri State Bobcat Inc	Trade 2004 84" Snow Blade 68" Angle Broom	-550.00
AP-Checks for Approval (1/22/2015 - 8:11 AM)	- 2/22/2015 -	8·11 AM)				

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
76429	01/20/2015	General Fund	Operating Supplies	Uniforms Unlimited, Inc.	Uniform Supplies	15.50
				Operating	Operating Supplies Total:	5,248.84
76298	01/08/2015	General Fund	Operating Supplies City Garage	C L Bensen Company, Inc.	Pleated Filters	112.09
				Operating	Operating Supplies City Garage Total:	112.09
0 0	01/06/2015 01/06/2015	General Fund General Fund	PERA Employee Ded PERA Employee Ded	PERA-Non Bank PERA-Non Bank	PR Batch 00001.01.2015 Pera Emplo PR Batch 00001.01.2015 Pera Emplo	15,584.14 8,931.69
				PERA Emj	PERA Employee Ded Total:	24,515.83
0 0 0	01/06/2015 01/06/2015 01/06/2015 01/06/2015	General Fund General Fund General Fund General Fund	PERA Employer Share PERA Employer Share PERA Employer Share PERA Employer Share	PERA-Non Bank PERA-Non Bank PERA-Non Bank PERA-Non Bank	PR Batch 00001.01.2015 Pera Emplo PR Batch 00001.01.2015 Pera additio PR Batch 00001.01.2015 Pera additio PR Batch 00001.01.2015 Pera Emplo	21,468.83 367.06 586.96 12,204.33
				PERA Em	PERA Employer Share Total:	34,627.18
0	01/07/2015	General Fund	Postage	Pitney Bowes - Non Bank	December Postage	3,000.00
				Postage Total:	fal:	3,000.00
0 0 0 0 76397 76313 76411 76426 76426 76426 76336 76336	01/14/2015 01/14/2015 01/08/2015 01/20/2015 01/20/2015 01/20/2015 01/20/2015 01/20/2015 01/20/2015 01/20/2015 01/08/2015 01/08/2015	General Fund	Professional Services	Erickson, Bell, Beckman & Quinn I Erickson, Bell, Beckman & Quinn I Erickson, Bell, Beckman & Quinn I Goodpointe Technology, Inc. (c/o Z LexisNexis Risk Data Mgmt, Inc. Metropolitan Courier Corp. Multicare Associates Sheila Stowell Sheila Stowell Sheila Stowell Sheila Stowell Time Saver Off Site Secretarial, Inc	Erickson, Bell, Beckman & Quinn 1 Prosecution Services Through Dec 31  Erickson, Bell, Beckman & Quinn 1 General Civil Matters Through Dec 3  Erickson, Bell, Beckman & Quinn 1 General Civil Matters Through Dec 3  Erickson, Bell, Beckman & Quinn 1 Prosecution Service  Goodpointe Technology, Inc. (c/o Z ICON Standard PMS  LexisNexis Risk Data Mgmt, Inc. Minimum Commitment  Armored Car Service  Multicare Associates  Armored Car Service  Hepatitis B Vaccine-Account: 64904  City Council Meeting Minutes  Mileage Reimbursement  City Council Meeting Minutes  Mileage Reimbursement  Mileage Reimbursement  City Council Meeting Minutes  Mileage Reimbursement  City Council Meeting Minutes  Mileage Reimbursement  City Council Meeting Minutes  Mileage Reimbursement  Employment Report  Employment Report	53.00 12,516.00 1,750.00 50.00 738.00 81.00 193.75 5.00 231.25 5.00 200.20 5.00 231.25 5.00 5.00 5.00 5.00 5.00 5.00 5.00 5
76338	01/08/2015	General Fund	Rental	Tri State Bobcat, Inc	Bobcat Skidsteer Loader Upgrade	3,982.14
AP-Checks for App	AP-Checks for Approval (1/22/2015 - 8:11 AM)	8:11 AM)				Page 12

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				Rental Total:		3,982.14
0 0	01/06/2015 01/06/2015	General Fund General Fund	State Income Tax State Income Tax	MN Dept of Revenue-Non Bank MN Dept of Revenue-Non Bank	PR Batch 00001.01.2015 State Incom PR Batch 00001.01.2015 State Incom	8,008.93
				State Incon	State Income Tax Total:	13,659.82
76420	01/20/2015	General Fund	Street Patching	Roto Rooter	Sewer Permit & Street Patching Refu	650.00
				Street Patching Total:	ing Total:	650.00
		-	- - -		3	0
76329	01/08/2015	General Fund	Telephone	Sprint	Cell Phones	19.56
76329	01/08/2015	General Fund	Telephone	Sprint T Mobile	Cell Phones	31.30
76334	01/08/2015	General Fund	Telephone	T Mobile	Call Phono: And: 976644423	60.07
76334	01/08/2015	General Fund	Telephone	T Mobile	Cell Phones-Acct: 8/0044423	50.70
76334	01/08/2015	General Fund	Telephone	T Mobile	Cell Phones-Acct: 876644423	306.70
76334	01/08/2015	General Fund	Telephone	T Mobile	Cell Phones-Acct: 876644423	457.85
					1	
				Telephone Total:	Total:	1,558.67
76386	01/20/2015	General Fund	Training	Calibre Press, Inc.	Female Enforcers Training-C. Jones	139.00
0	01/08/2015	General Fund	Training	Century College	Law Enforcement Training	1,390.00
0	01/08/2015	General Fund	Training	City of St. Paul	Training Center Use	794.00
76403	01/20/2015	General Fund	Training	KFD Training & Consultation LLC	Lockup Training-S. Mooney	00.669
76421	01/20/2015	General Fund	Training	Special Operations Training	Boston Marathon Bombing Training	75.00
				Training Total:	rtal:	3,097.00
0	01/08/2015	General Fund	Transportation	Steve Zweber	Mileage Reimbursement	172.48
				Transportation Total:	ion Total:	172.48
0	01/08/2015	General Fund	Tuition Reimbursement	Joe Adams	Tuition Reimbursement	500.00
				Tuition Rei	Tuition Reimbursement Total:	200.00
0	01/06/2015	General Fund	Union Dues Deduction	LELS	PR Batch 00001.01.2015 Lels Union	795.34
0 76290	01/06/2015 01/06/2015	General Fund General Fund	Union Dues Deduction Union Dues Deduction	LELS Local Union 49	PR Batch 00001.01.2015 Lels Union PR Batch 00001.01.2015 IOUE Union	916.57
AP-Checks for Approval (1/22/2015 - 8:11 AM)	oval (1/22/2015 - 8	8:11 AM)				Page 13

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
76290 0 0	01/06/2015 01/06/2015 01/06/2015	General Fund General Fund General Fund	Union Dues Deduction Union Dues Deduction Union Dues Deduction	Local Union 49 MN Teamsters #320 MN Teamsters #320	PR Batch 00001.01.2015 IOUE Union PR Batch 00001.01.2015 Local 320 U PR Batch 00001.01.2015 Local 320 U	80.85 254.29 208.71
				Union Due	Union Dues Deduction Total:	2,372.91
76343	01/14/2015	General Fund	Vehicle Supplies	Astleford International Trucks	2014 Blanket PO For Vehicle Repairs	197.89
76344	01/14/2015	General Fund	Vehicle Supplies	Bauer Built, Inc.	Qty 35: New Winter Tires for Dodge 1	1,221.40
0	01/14/2015	General Fund	Vehicle Supplies	City of St. Paul	Radio Maintenance Services	476.95
76349	01/14/2015	General Fund	Vehicle Supplies	Crysteel Truck Equipment, Inc.	Snowcatcher	172.58
0	01/14/2015	General Fund	Vehicle Supplies	Emergency Automotive Tech Inc	2014 Blanket PO For Vehicle Repairs	312.27
0	01/14/2015	General Fund	Vehicle Supplies	Emergency Automotive Tech Inc	2014 Blanket PO For Vehicle Repairs	324.47
0	01/14/2015	General Fund	Vehicle Supplies	FleetPride Truck & Trailer Parts	2014 Blanket PO for Vehicle Repairs	00.99
0	01/14/2015	General Fund	Vehicle Supplies	FleetPride Truck & Trailer Parts	2014 Blanket PO for Vehicle Repairs	50.65
0	01/14/2015	General Fund	Vehicle Supplies	Force America, Inc.	Connectors, Joystick Base	191.85
0	01/14/2015	General Fund	Vehicle Supplies	Grainger Inc	2014 Blanket PO For Vehicle Repairs	47.20
0	01/14/2015	General Fund	Vehicle Supplies	Larson Companies	Filters	49.71
0	01/20/2015	General Fund	Vehicle Supplies	Larson Companies	Filters	377.14
76359	01/14/2015	General Fund	Vehicle Supplies	Matheson Tri-Gas, Inc	Acetylene	99.99
0	01/20/2015	General Fund	Vehicle Supplies	Midway Ford Co	Keys	103.54
0	01/14/2015	General Fund	Vehicle Supplies	Napa Auto Parts	2014 Blanket PO For Vehicle Repairs	12.00
0	01/20/2015	General Fund	Vehicle Supplies	Napa Auto Parts	Oil Filters	71.66
76367	01/14/2015	General Fund	Vehicle Supplies	Roseville Chrysler Jeep Dodge	2014 Blanket PO for Vehicle Repairs	132.06
76419	01/20/2015	General Fund	Vehicle Supplies	Roseville Chrysler Jeep Dodge	Vehicle Parts	84.32
76419	01/20/2015	General Fund	Vehicle Supplies	Roseville Chrysler Jeep Dodge	Vehicle Parts	95.52
76372	01/14/2015	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	2014 Blanket PO for Vehicle Repairs	580.00
76427	01/20/2015	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	Tire Installations, Flat Repairs	375.00
76374	01/14/2015	General Fund	Vehicle Supplies	Tri State Bobcat, Inc	2014 Blanket PO For Vehicle Repairs	5.11
76377	01/14/2015	General Fund	Vehicle Supplies	Zep Sales & Service	Deep Shine	43.51
				Vehicle Su	Vehicle Supplies Total:	5,057.49
				!	•	
				Fund Total:		432,472.61
0	01/08/2015	General Fund Donations	Supplies - Target Corp Grant	Grant Dattilo	Supplies Reimbursement	21.46
				Supplies - `	Supplies - Target Corp Grant Total:	21.46
				Fund Total:		21.46

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	01/20/2015	Golf Course	Contract Maintenance	Prowire, Inc.	2015 Annual Security Monitoring-Go	480.00
				Contract M	Contract Maintenance Total:	480.00
0	01/07/2015	Golf Course	Credit Card Fees	US Bank-Non Bank	November Terminal Charges	58.10
				Credit Carc	Credit Card Fees Total:	58.10
0	01/06/2015 01/06/2015	Golf Course Golf Course	Federal Income Tax Federal Income Tax	IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Federal Incc PR Batch 00001.01.2015 Federal Incc	117.46 347.70
				Federal Inc	Federal Income Tax Total:	465.16
0	01/06/2015	Golf Course Golf Course	FICA Employee Ded. FICA Employee Ded.	IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Medicare El PR Batch 00001.01.2015 FICA Emple	59.01
0 0	01/06/2015 01/06/2015	Golf Course Golf Course	FICA Employee Ded. FICA Employee Ded.	IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 Medicare Er	252.24 16.82
				FICA Emp	FICA Employee Ded. Total:	400.00
0000	01/06/2015 01/06/2015 01/06/2015 01/06/2015	Golf Course Golf Course Golf Course	FICA Employers Share FICA Employers Share FICA Employers Share FICA Employers Share	IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Medicare El PR Batch 00001.01.2015 Medicare El PR Batch 00001.01.2015 FICA EmploPR Batch 00001.01.2015 FICA Emplo	16.82 59.01 252.24 71.93
				FICA Emp	FICA Employers Share Total:	400.00
76289 76289	01/06/2015 01/06/2015	Golf Course Golf Course	HRA Employer HRA Employer	ING ReliaStar ING ReliaStar	PR Batch 00001.01.2015 HRA Emplc PR Batch 00001.01.2015 HRA Emplc	41.77
				HRA Employer Total:	loyer Total:	70.00
76292	01/06/2015	Golf Course	HSA Employee	Premier Bank	PR Batch 00001.01.2015 HSA Emple	38.46
				HSA Employee Total:	oyee Total:	38.46
76292	01/06/2015	Golf Course	HSA Employer	Premier Bank	PR Batch 00001.01.2015 HSA Emplo	170.00
				HSA Employer Total:	oyer Total:	170.00
0	01/06/2015	Golf Course	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00001.01.2015 ICMA Defe	50.00
AP-Checks for Appl	AP-Checks for Approval (1/22/2015 - 8:11 AM)	3:11 AM)				Page 15

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				ICMA Def	ICMA Def Comp Total:	50.00
76371 76423	01/14/2015 01/20/2015	Golf Course Golf Course	Life Ins. Employee Life Ins. Employee	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	73.48
				Life Ins. E	Life Ins. Employee Total:	146.96
76371 76423	01/14/2015 01/20/2015	Golf Course Golf Course	Life Ins. Employer Life Ins. Employer	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	8.08
				Life Ins. E	Life Ins. Employer Total:	13.91
76371 76423	01/14/2015 01/20/2015	Golf Course Golf Course	Long Term Disability Long Term Disability	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	20.52
				Long Term	Long Term Disability Total:	41.04
0 0	01/06/2015 01/06/2015	Golf Course Golf Course	MN State Retirement MN State Retirement	MSRS-Non Bank MSRS-Non Bank	PR Batch 00001.01.2015 Post Emplo: PR Batch 00001.01.2015 Post Emplo:	43.38
				MN State I	MN State Retirement Total:	56.63
0 0	01/06/2015 01/06/2015	Golf Course Golf Course	PERA Employee Ded PERA Employee Ded	PERA-Non Bank PERA-Non Bank	PR Batch 00001.01.2015 Pera Emplo PR Batch 00001.01.2015 Pera Emplo	86.16 281.98
				PERA Em	PERA Employee Ded Total:	368.14
0 0	01/06/2015	Golf Course	PERA Employer Share	PERA-Non Bank	PR Batch 00001.01.2015 Pera additio	43.38
0 0	01/06/2015	Golf Course	FERA Employer Share PERA Employer Share	PERA-Non Bank	PR Batch 00001.01.2015 Feta audition PR Batch 00001.01.2015 Pera Emplo:	281.98
0	01/06/2015	Golf Course	PERA Employer Share	PERA-Non Bank	PR Batch 00001.01.2015 Pera Emplo	86.16
				PERA Em	PERA Employer Share Total:	424.77
0 0	01/06/2015 01/06/2015	Golf Course Golf Course	State Income Tax State Income Tax	MN Dept of Revenue-Non Bank MN Dept of Revenue-Non Bank	PR Batch 00001.01.2015 State Incom PR Batch 00001.01.2015 State Incom	163.95
				State Incon	State Income Tax Total:	224.28
0	01/07/2015	Golf Course	State Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	107.58
AP-Checks for Approval (1/22/2015 - 8:11 AM)	roval (1/22/2015 -	8:11 AM)				Page 16

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				State Sale	State Sales Tax Payable Total:	107.58
76334	01/08/2015	Golf Course	Telephone	T Mobile	Cell Phones-Acct: 876644423	61.18
				Telephone Total:	- Total:	61.18
0	01/07/2015	Golf Course	Use Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	8.43
				Use Tax P	Use Tax Payable Total:	8.43
				Fund Total:		3,584.64
76304	01/08/2015	Housing & Redevelopment Agency	Payment to Owners	Thomas DeHaven	Energy Audit	00.09
76307	01/08/2015	Housing & Redevelopment Agency	Payment to Owners	Mark Hintz	Energy Audit	00.09
76308	01/08/2015	Housing & Redevelopment Agency	Payment to Owners	Al Hinze	Energy Audit	00:09
76311	01/08/2015	Housing & Redevelopment Agency Housing & Redevelopment Agency	Fayment to Owners  Payment to Owners	Bruce Horr Martha Johnson	Energy Audit Energy Audit	00.09
76318	01/08/2015	Housing & Redevelopment Agency	Payment to Owners	Nathaniel Morton	Energy Audit	00.09
76369	01/14/2015	Housing & Redevelopment Agency	Payment to Owners	Ward & Cindy Schwie	Green Award 2014-1st Place	500.00
76326	01/08/2015	Housing & Redevelopment Agency	Payment to Owners	Juanita Serna	Energy Audit	00.09
76330	01/08/2015	Housing & Redevelopment Agency	Payment to Owners	Susan St. Marie	Energy Audit	00.09
76335	01/08/2015	Housing & Redevelopment Agency	Payment to Owners	Michael Talbot	Energy Audit	00.09
				Payment t	Payment to Owners Total:	1,040.00
76333	01/08/2015	Housing & Redevelopment Agency	Professional Services	Sheila Stowell	HRA Meeting Minutes	156.25
76333	01/08/2015	Housing & Redevelopment Agency	Professional Services	Sheila Stowell	Mileage Reimbursement	4.87
76333	01/08/2015	Housing & Redevelopment Agency	Professional Services	Sheila Stowell	Credit To Roseville	-104.87
				Professior	Professional Services Total:	56.25
0	01/08/2015	Housing & Redevelopment Agency	Transportation	Jeanne Kelsey	Parking/Mileage Reimbursement	18.20
				Transport	Transportation Total:	18.20
				Fund Total:		1,114.45
76414	01/20/2015	Information Technology	Computer Equipment	Paragon, Inc.	Park Building Camers-Lexington, Sar	2,833.75
AP-Checks for App	AP-Checks for Approval (1/22/2015 - 8:11 AM)	8:11 AM)				Page 17

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				Computer	Computer Equipment Total:	2,833.75
76299	01/08/2015	Information Technology	Contract Maintenance	CDW Government, Inc.	Storage Systems	3,861.56
				Contract M	Contract Maintenance Total:	3,861.56
0 0	01/06/2015 01/06/2015	Information Technology Information Technology	Federal Income Tax Federal Income Tax	IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Federal Incc PR Batch 00001.01.2015 Federal Incc	2,137.46
				Federal Inc	Federal Income Tax Total:	3,488.65
0 0	01/06/2015	Information Technology Information Technology	FICA Employee Ded. FICA Employee Ded.	IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 Medicare E	1,216.81
0 0	01/06/2015	Information Technology Information Technology	FICA Employee Ded. FICA Employee Ded.	IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Medicare El PR Batch 00001.01.2015 FICA Empli	181.91
				FICAEmp	FICA Employee Ded. Total:	2,461.16
0 0 0 0	01/06/2015 01/06/2015 01/06/2015 01/06/2015	Information Technology Information Technology Information Technology Information Technology	FICA Employers Share FICA Employers Share FICA Employers Share FICA Employers Share	IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 Medicare El PR Batch 00001.01.2015 Medicare El	777.85 1,216.81 181.91 284.59
				FICA Emp	FICA Employers Share Total:	2,461.16
76289 76289	01/06/2015 01/06/2015	Information Technology Information Technology	HRA Employer HRA Employer	ING ReliaStar ING ReliaStar	PR Batch 00001.01.2015 HRA Emplc PR Batch 00001.01.2015 HRA Emplc	262.18 387.82
				HRA Empl	HRA Employer Total:	650.00
76292 76292	01/06/2015 01/06/2015	Information Technology Information Technology	HSA Employee HSA Employee	Premier Bank Premier Bank	PR Batch 00001.01.2015 HSA Emple PR Batch 00001.01.2015 HSA Emple	108.07
				HSA Empl	HSA Employee Total:	183.18
76292 76292	01/06/2015 01/06/2015	Information Technology Information Technology	HSA Employer HSA Employer	Premier Bank Premier Bank	PR Batch 00001.01.2015 HSA Emplo PR Batch 00001.01.2015 HSA Emplo	225.40 443.36
				HSA Empl	HSA Employer Total:	668.76

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0 0	01/06/2015 01/06/2015	Information Technology Information Technology	ICMA Def Comp ICMA Def Comp	ICMA Retirement Trust 457-30022' ICMA Retirement Trust 457-30022'	PR Batch 00001.01.2015 ICMA Defe PR Batch 00001.01.2015 ICMA Defe	99.88
				ICMA Def		225.00
76379 0 76302 76288 76432	01/20/2015 01/06/2015 01/08/2015 01/06/2015 01/20/2015	Information Technology Information Technology Information Technology Information Technology Information Technology	Internet Internet Internet Internet	Anoka County Treasury Cologix, Inc Comcast Hurricane Electric XO Communications Inc.	Broadband-Feb 2015 Fiber Cross Connect High Speed Internet, Cable TV Transit Service Monthly Fee Telephone	75.00 450.00 85.00 500.00 1,236.93
				Internet Total:	<b>-</b>	2,346.93
76371 76423	01/14/2015 01/20/2015	Information Technology Information Technology	Life Ins. Employee Life Ins. Employee	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 1347	51.61
				Life Ins. En	Life Ins. Employee Total:	111.22
76371 76423	01/14/2015 01/20/2015	Information Technology Information Technology	Life Ins. Employer Life Ins. Employer	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 1347	86.86 94.94
				Life Ins. En	Life Ins. Employer Total:	181.80
76371 76423	01/14/2015 01/20/2015	Information Technology Information Technology	Long Term Disability Long Term Disability	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 1347	175.93 175.94
				Long Term	Long Term Disability Total:	351.87
0 0	01/06/2015	Information Technology Information Technology	MN State Retirement MN State Retirement	MSRS-Non Bank MSRS-Non Bank	PR Batch 00001.01.2015 Post Emplo: PR Batch 00001.01.2015 Post Emplo:	124.11 184.54
				MN State R	MN State Retirement Total:	308.65
76299 76424	01/08/2015	Information Technology Information Technology	Operating Supplies Operating Supplies	CDW Government, Inc. Staples Business Advantage, Inc.	Battery Office Supplies	121.60
				Operating S	Operating Supplies Total:	150.06
0 0	01/06/2015	Information Technology Information Technology	PERA Employee Ded PERA Employee Ded	PERA-Non Bank PERA-Non Bank	PR Batch 00001.01.2015 Pera Emplo. PR Batch 00001.01.2015 Pera Emplo.	1,188.24

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				PERA Em	PERA Employee Ded Total:	1,995.03
0 0 0	01/06/2015 01/06/2015 01/06/2015 01/06/2015	Information Technology Information Technology Information Technology Information Technology	PERA Employer Share PERA Employer Share PERA Employer Share PERA Employer Share	PERA-Non Bank PERA-Non Bank PERA-Non Bank PERA-Non Bank	PR Batch 00001.01.2015 Pera Emplo. PR Batch 00001.01.2015 Pera additio PR Batch 00001.01.2015 Pera additio PR Batch 00001.01.2015 Pera Emplo.	1,188.24 124.11 182.80 806.79
				PERA Em	PERA Employer Share Total:	2,301.94
0	01/20/2015	Information Technology	Professional Services	SEH Design/Build, Inc.	AT&T Antenna Project Review	1,083.73
				Profession	Professional Services Total:	1,083.73
0	01/06/2015 01/06/2015	Information Technology Information Technology	State Income Tax State Income Tax	MN Dept of Revenue-Non Bank MN Dept of Revenue-Non Bank	PR Batch 00001.01.2015 State Incom PR Batch 00001.01.2015 State Incom	470.64 805.70
				State Incon	State Income Tax Total:	1,276.34
0 76334	01/08/2015 01/08/2015	Information Technology Information Technology	Telephone Telephone	Matt Murtha T Mobile	Mileage Reimbursement Cell Phones-Acct: 876644423	608.16 434.92
				Telephone Total:	Total:	1,043.08
0 0 0 0	01/08/2015 01/08/2015 01/08/2015 01/14/2015	Information Technology Information Technology Information Technology Information Technology	Transportation Transportation Transportation Transportation	Veronica Koes Mark Mayfield Mark Mayfield Scott Newcomb	Mileage Reimbursement Mileage Reimbursement Mileage Reimbursement Mileage Reimbursement	94.19 339.92 134.40 201.04
				Transportation Total:	ion Total:	769.55
				Fund Total:		28,753.42
0	01/07/2015	Internal Service - Interest	Investment Income	RVA- Non Bank	November Interest	143.71
				Investment	Investment Income Total:	143.71
				Fund Total:		143.71

	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
76314	01/08/2015	License Center	Computer Equipment	Master Technology Group	Fax Machine Relocation	105.00
				Computer	Computer Equipment Total:	105.00
76385 76351 76351	01/20/2015 01/14/2015 01/14/2015	License Center License Center License Center	Contract Maintenance Contract Maintenance Contract Maintenance	Brite-Way Window Cleaning Sv G & K Services G & K Services	License Center Window Cleaning Rugs Rugs	20.00 22.40 22.40
				Contract M	Contract Maintenance Total:	64.80
0 0	01/06/2015 01/06/2015	License Center License Center	Federal Income Tax Federal Income Tax	IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Federal Incc PR Batch 00001.01.2015 Federal Incc	957.72 2,074.55
				Federal Inc	Federal Income Tax Total:	3,032.27
0 0 0 0	01/06/2015 01/06/2015 01/06/2015 01/06/2015	License Center License Center License Center License Center	FICA Employee Ded. FICA Employee Ded. FICA Employee Ded. FICA Employee Ded.	IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 Medicare El PR Batch 00001.01.2015 Medicare El	1,325.75 554.42 129.67 310.06
				FICA Emp	FICA Employee Ded. Total:	2,319.90
0 0 0 0	01/06/2015 01/06/2015 01/06/2015 01/06/2015	License Center License Center License Center License Center	FICA Employers Share FICA Employers Share FICA Employers Share FICA Employers Share	IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 Medicare El PR Batch 00001.01.2015 Medicare El	554.42 1,325.75 310.06 129.67
				FICA Emp	FICA Employers Share Total:	2,319.90
76289 76289	01/06/2015 01/06/2015	License Center License Center	HRA Employer HRA Employer	ING ReliaStar ING ReliaStar	PR Batch 00001.01.2015 HRA Emplc PR Batch 00001.01.2015 HRA Emplc	525.14
				HRA Employer Total:	oyer Total:	630.00
76292 76292	01/06/2015 01/06/2015	License Center License Center	HSA Employee HSA Employee	Premier Bank Premier Bank	PR Batch 00001.01.2015 HSA Emple PR Batch 00001.01.2015 HSA Emple	31.02 45.90
				HSA Employee Total:	oyee Total:	76.92
76292 76292	01/06/2015 01/06/2015	License Center License Center	HSA Employer HSA Employer	Premier Bank Premier Bank	PR Batch 00001.01.2015 HSA Emplo PR Batch 00001.01.2015 HSA Emplo	495.20 219.80

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				HSA Employer Total:	oyer Total:	715.00
76371 76423	01/14/2015 01/20/2015	License Center License Center	Life Ins. Employee Life Ins. Employee	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	76.50 116.00
				Life Ins. Er	Life Ins. Employee Total:	192.50
76371 76423	01/14/2015 01/20/2015	License Center License Center	Life Ins. Employer Life Ins. Employer	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	72.72 72.72
				Life Ins. Er	Life Ins. Employer Total:	145.44
76371 76423	01/14/2015 01/20/2015	License Center License Center	Long Term Disability Long Term Disability	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	122.42
				Long Term	Long Term Disability Total:	244.84
76408	01/20/2015	License Center	Memberships & Subscriptions	MDRA Mike Norgaard-Treasurer	2015 Membership Dues-Deputy 118	575.00
				Membershi	Memberships & Subscriptions Total:	575.00
0 0	01/06/2015 01/06/2015	License Center License Center	MN State Retirement MN State Retirement	MSRS-Non Bank MSRS-Non Bank	PR Batch 00001.01.2015 Post Emplo: PR Batch 00001.01.2015 Post Emplo:	83.03 220.13
				MN State R	MN State Retirement Total:	303.16
0 0 0	01/06/2015 01/06/2015 01/06/2015 01/06/2015	License Center License Center License Center License Center	MNDCP Def Comp MNDCP Def Comp MNDCP Def Comp MNDCP Def Comp	Great West- Non Bank Great West- Non Bank Great West- Non Bank Great West- Non Bank	PR Batch 00001.01.2015 MNDCP De PR Batch 00001.01.2015 MNDCP De PR Batch 00001.01.2015 MNDCP De PR Batch 00001.01.2015 MNDCP De	137.28 115.42 157.67 42.33
				MNDCP D	MNDCP Def Comp Total:	452.70
0	01/20/2015	License Center	Office Supplies	Mary Lou Maniaci	Training Supplies Reimbursement	24.95
				Office Supplies Total:	plies Total:	24.95
0 0	01/06/2015 01/06/2015	License Center License Center	PERA Employee Ded PERA Employee Ded	PERA-Non Bank PERA-Non Bank	PR Batch 00001.01.2015 Pera Emplo PR Batch 00001.01.2015 Pera Emplo	539.54 1,370.75

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				PERA Emp	PERA Employee Ded Total:	1,910.29
0 0 0 0	01/06/2015 01/06/2015 01/06/2015 01/06/2015	License Center License Center License Center License Center	PERA Employer Share PERA Employer Share PERA Employer Share PERA Employer Share	PERA-Non Bank PERA-Non Bank PERA-Non Bank PERA-Non Bank	PR Batch 00001.01.2015 Pera additio PR Batch 00001.01.2015 Pera Emplo PR Batch 00001.01.2015 Pera additio PR Batch 00001.01.2015 Pera Emplo	83.03 1,370.75 210.88 539.54
				PERA Em	PERA Employer Share Total:	2,204.20
0	01/20/2015 01/20/2015	License Center License Center	Professional Services Professional Services	Electro Watchman, Inc. Quicksilver Express Courier	License Center Alarm System Courier Service	180.00 248.94
				Profession	Professional Services Total:	428.94
0	01/20/2015	License Center	Rental	Gaughan Properties	License Center Rent-Jan 2015	5,161.10
				Rental Total:	 	5,161.10
0	01/07/2015	License Center	Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	1,150.22
				Sales Tax F	Sales Tax Payable Total:	1,150.22
0 0	01/06/2015 01/06/2015	License Center License Center	State Income Tax State Income Tax	MN Dept of Revenue-Non Bank MN Dept of Revenue-Non Bank	PR Batch 00001.01.2015 State Incom PR Batch 00001.01.2015 State Incom	904.68
				State Incon	State Income Tax Total:	1,287.80
0	01/08/2015	License Center	Transportation	Mary Dracy	Mileage Reimbursement	71.68
				Transportation Total:	rion Total:	71.68
				Fund Total:		23,416.61
76398 76418	01/20/2015 01/20/2015	Municipal Jazz Band Municipal Jazz Band	Operating Supplies Operating Supplies	Groth Music Richffeld Bus Company	Big Band Supplies Big Band Transportation	177.73 970.00
				Operating	Operating Supplies Total:	1,147.73

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				Fund Total:		1,147.73
0	01/14/2015	P & R Contract Mantenance	Contract Maintenance	Prowire, Inc.	Alarm Repair	617.00
				Contract M	Contract Maintenance Total:	617.00
0 0	01/06/2015 01/06/2015	P&R Contract Mantenance P&R Contract Mantenance	Federal Income Tax Federal Income Tax	IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Federal Incc PR Batch 00001.01.2015 Federal Incc	1,320.22 855.87
				Federal Inc	Federal Income Tax Total:	2,176.09
0 0	01/06/2015 01/06/2015	P & R Contract Mantenance P & R Contract Mantenance	FICA Employee Ded. FICA Employee Ded.	IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 FICA Emple	758.97 468.84
0 0	01/06/2015 01/06/2015	P&R Contract Mantenance P&R Contract Mantenance	FICA Employee Ded. FICA Employee Ded.	IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Medicare E. PR Batch 00001.01.2015 Medicare E.	177.52 109.65
				FICA Empl	FICA Employee Ded. Total:	1,514.98
0 0 0	01/06/2015 01/06/2015 01/06/2015 01/06/2015	P & R Contract Mantenance	FICA Employers Share FICA Employers Share FICA Employers Share FICA Employers Share	IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 Medicare Est PR Batch 00001.01.2015 Medicare Est	758.97 468.84 109.65 177.52
				FICA Empl	FICA Employers Share Total:	1,514.98
76289 76289	01/06/2015 01/06/2015	P & R Contract Mantenance P & R Contract Mantenance	HRA Employer HRA Employer	ING ReliaStar ING ReliaStar	PR Batch 00001.01.2015 HRA Emplc PR Batch 00001.01.2015 HRA Emplc	224.60 145.40
				HRA Employer Total:	oyer Total:	370.00
76292 76292 76292 76292	01/06/2015 01/06/2015 01/06/2015 01/06/2015	P & R Contract Mantenance	HSA Employee HSA Employee HSA Employee HSA Employee	Premier Bank Premier Bank Premier Bank Premier Bank	PR Batch 00001.01.2015 HSA WI En PR Batch 00001.01.2015 HSA WI En PR Batch 00001.01.2015 HSA Emple PR Batch 00001.01.2015 HSA Emple	20.12 14.50 168.86 69.60
				HSA Employee Total:	oyee Total:	273.08
76292 76292	01/06/2015 01/06/2015	P & R Contract Mantenance P & R Contract Mantenance	HSA Employer HSA Employer	Premier Bank Premier Bank	PR Batch 00001.01.2015 HSA Emplo PR Batch 00001.01.2015 HSA Emplo	359.25 705.75

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				HSA Empl	—— HSA Employer Total:	1,065.00
76371 76423	01/14/2015 01/20/2015	P & R Contract Mantenance P & R Contract Mantenance	Life Ins. Employee Life Ins. Employee	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	52.41 89.71
				Life Ins. El	—— Life Ins. Employee Total:	142.12
76371 76423	01/14/2015 01/20/2015	P & R Contract Mantenance P & R Contract Mantenance	Life Ins. Employer Life Ins. Employer	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	66.66
				Life Ins. E	Life Ins. Employer Total:	133.32
76371 76423	01/14/2015 01/20/2015	P & R Contract Mantenance P & R Contract Mantenance	Long Term Disability Long Term Disability	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	115.62
				Long Term	Long Term Disability Total:	231.23
0	01/06/2015	P & R Contract Mantenance	Memberships & Subscriptions	MRPA	MN Rec. & Park Assoc. Membership	80.00
				Membershi	Memberships & Subscriptions Total:	80.00
0 0	01/06/2015 01/06/2015	P & R Contract Mantenance P & R Contract Mantenance	MN State Retirement MN State Retirement	MSRS-Non Bank MSRS-Non Bank	PR Batch 00001.01.2015 Post Employ PR Batch 00001.01.2015 Post Employ	73.84 128.64
				MN State F	MN State Retirement Total:	202.48
0 0	01/06/2015 01/06/2015	P & R Contract Mantenance P & R Contract Mantenance	MNDCP Def Comp MNDCP Def Comp	Great West- Non Bank Great West- Non Bank	PR Batch 00001.01.2015 MNDCP De PR Batch 00001.01.2015 MNDCP De	169.48
				MNDCP D	MNDCP Def Comp Total:	280.00
0 76361	01/14/2015 01/14/2015	P & R Contract Mantenance P & R Contract Mantenance	Operating Supplies Operating Supplies	Fastenal Company Inc. MIDC Enterprises	Tile Bit PVC Pipe	9.09
				Operating 8	Operating Supplies Total:	192.51
0 0	01/06/2015 01/06/2015	P & R Contract Mantenance P & R Contract Mantenance	PERA Employee Ded PERA Employee Ded	PERA-Non Bank PERA-Non Bank	PR Batch 00001.01.2015 Pera Emplo. PR Batch 00001.01.2015 Pera Emplo.	836.22

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				PERA Emp	PERA Employee Ded Total:	1,316.06
0000	01/06/2015 01/06/2015 01/06/2015 01/06/2015	P&R Contract Mantenance P&R Contract Mantenance P&R Contract Mantenance P&R Contract Mantenance	PERA Employer Share PERA Employer Share PERA Employer Share PERA Employer Share	PERA-Non Bank PERA-Non Bank PERA-Non Bank PERA-Non Bank	PR Batch 00001.01.2015 Pera additio PR Batch 00001.01.2015 Pera additio PR Batch 00001.01.2015 Pera Emplo PR Batch 00001.01.2015 Pera Emplo	73.84 128.64 836.22 479.84
				PERA Emp	PERA Employer Share Total:	1,518.54
76340 76340	01/08/2015 01/08/2015	P&R Contract Mantenance P&R Contract Mantenance	Professional Services Professional Services	Upper Cut Tree Service Upper Cut Tree Service	Diseased and Hazard Tree Removal Tree Removal	786.00 28,533.00
				Professiona	Professional Services Total:	29,319.00
0	01/07/2015	P & R Contract Mantenance	Sales Tax	MN Dept of Revenue-Non Bank	Sales/Use Tax	48.13
				Sales Tax Total:	Fotal:	48.13
0 0	01/06/2015 01/06/2015	P&R Contract Mantenance P&R Contract Mantenance	State Income Tax State Income Tax	MN Dept of Revenue-Non Bank MN Dept of Revenue-Non Bank	PR Batch 00001.01.2015 State Incom PR Batch 00001.01.2015 State Incom	579.15 374.06
				State Incon	State Income Tax Total:	953.21
76329 76334	01/08/2015 01/08/2015	P&R Contract Mantenance P&R Contract Mantenance	Telephone Telephone	Sprint T Mobile	Cell Phones Cell Phones-Acct: 876644423	31.30
				Telephone Total:	Total:	103.17
76290 76290	01/06/2015 01/06/2015	P&R Contract Mantenance P&R Contract Mantenance	Union Dues Deduction Union Dues Deduction	Local Union 49 Local Union 49	PR Batch 00001.01.2015 IOUE Union PR Batch 00001.01.2015 IOUE Union	93.19
				Union Due:	Union Dues Deduction Total:	264.00
				Fund Total:		42,314.90
0	01/08/2015	Park Renewal 2011	Capital Outlay	Bachmans Inc	Garden Supplies	836.20
				Capital Outlay Total:	tlay Total:	836.20

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	01/08/2015	Park Renewal 2011	Contractor Payments	Knutson Construction Services	Park Renewal Program Construction	196,394.70
0	01/08/2015	Park Renewal 2011	Contractor Payments	Knutson Construction Services	Park Renewal Program Construction :	88,350.00
0	01/08/2015	Park Renewal 2011	Contractor Payments	Knutson Construction Services	Park Renewal Program Construction (	14,250.00
0	01/08/2015	Park Renewal 2011	Contractor Payments	Knutson Construction Services	Park Renewal Program Construction :	38,000.00
0	01/08/2015	Park Renewal 2011	Contractor Payments	Knutson Construction Services	Park Renewal Program Construction (	14,250.00
0	01/08/2015	Park Renewal 2011	Contractor Payments	Knutson Construction Services	Park Renewal Program Construction (	61,358.55
0	01/08/2015	Park Renewal 2011	Contractor Payments	Knutson Construction Services	Park Renewal Program Construction (	8,159.08
0	01/08/2015	Park Renewal 2011	Contractor Payments	Knutson Construction Services	Park Renewal Program Construction (	15,215.72
0	01/08/2015	Park Renewal 2011	Contractor Payments	Knutson Construction Services	Park Renewal Program Construction :	82,650.00
0	01/08/2015	Park Renewal 2011	Contractor Payments	Knutson Construction Services	Park Renewal Program Construction :	50,350.00
0	01/08/2015	Park Renewal 2011	Contractor Payments	Knutson Construction Services	Park Renewal Program Construction :	170,020.01
0	01/08/2015	Park Renewal 2011	Contractor Payments	Knutson Construction Services	Park Renewal Program Construction :	57,226.27
0	01/08/2015	Park Renewal 2011	Contractor Payments	Knutson Construction Services	Park Renewal Program Construction :	3,990.00
0	01/08/2015	Park Renewal 2011	Contractor Payments	Knutson Construction Services	Park Renewal Program Construction :	65,814.36
76405	01/20/2015	Park Renewal 2011	Contractor Payments	Landscape Structures Inc.	Acorn Park Playbooster Play System	97,000.00
76340	01/08/2015	Park Renewal 2011	Contractor Payments	Upper Cut Tree Service	Tree Removal	345.00
76340	01/08/2015	Park Renewal 2011	Contractor Payments	Upper Cut Tree Service	Tree Removal	1,731.00
				Contractor	Contractor Payments Total:	965,104.69
76295	01/08/2015	Park Renewal 2011	Professional Services	Angstrom Analytical, Inc.	Asbestos Demolition Survey	425.00
76295	01/08/2015	Park Renewal 2011	Professional Services	Angstrom Analytical, Inc.	Asbestos Demolition Survey	425.00
76295	01/08/2015	Park Renewal 2011	Professional Services	Angstrom Analytical, Inc.	Asbestos Demolition Survey	425.00
76295	01/08/2015	Park Renewal 2011	Professional Services	Angstrom Analytical, Inc.	Asbestos Demolition Survey	425.00
0	01/08/2015	Park Renewal 2011	Professional Services	Arizona State University	Best Value Education Proposal	10,000.00
0	01/08/2015	Park Renewal 2011	Professional Services	Knutson Construction Services	Park Renewal Program Construction :	68,115.00
76319	01/08/2015	Park Renewal 2011	Professional Services	Northern Technologies, Inc.	Park Renewal Program Engineering S	450.25
76319	01/08/2015	Park Renewal 2011	Professional Services	Northern Technologies, Inc.	Park Renewal Program Engineering S	602.00
76319	01/08/2015	Park Renewal 2011	Professional Services	Northern Technologies, Inc.	Park Renewal Program Engineering S	230.00
76319	01/08/2015	Park Renewal 2011	Professional Services	Northern Technologies, Inc.	Park Renewal Program Engineering S	795.50
76319	01/08/2015	Park Renewal 2011	Professional Services	Northern Technologies, Inc.	Park Renewal Program Engineering S	1,682.75
76319	01/08/2015	Park Renewal 2011	Professional Services	Northern Technologies, Inc.	Park Renewal Program Engineering S	3,337.75
76319	01/08/2015	Park Renewal 2011	Professional Services	Northern Technologies, Inc.	Park Renewal Program Engineering S	981.50
76324	01/08/2015	Park Renewal 2011	Professional Services	Red Pine Industries, Inc.	Asbestos Removal	00.096
				Professiona	Professional Services Total:	88,854.75
					•	
				Fund Total:		1,054,795.64
76397	01/20/2015	Pathway Maintenance Fund	Operating Supplies	Goodpointe Technology, Inc. (c/o Z Extra Data Sheet	Extra Data Sheet	750.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				Operating	Operating Supplies Total:	750.00
				Fund Total:	1	750.00
0	01/06/2015	Police - DWI Enforcement	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Federal Inco	99.82
				Federal Inc	Federal Income Tax Total:	99.82
0	01/06/2015	Police - DWI Enforcement	FICA Employee Ded	IRS EFTPS-Non Bank	PR Batch 00001.01.2015 Medicare E	12.09
				FICA Emp	FICA Employee Ded Total:	12.09
0	01/06/2015	Police - DWI Enforcement	FICA Employer Share	IRS EFTPS-Non Bank	PR Batch 00001.01.2015 Medicare E	12.09
				FICA Emp	FICA Employer Share Total:	12.09
76292	01/06/2015	Police - DWI Enforcement	HSA Employee	Premier Bank	PR Batch 00001.01.2015 HSA Emple	13.48
				HSA Empl	HSA Employee Total:	13.48
76292	01/06/2015	Police - DWI Enforcement	HSA Employer	Premier Bank	PR Batch 00001.01.2015 HSA Emplo	44.29
				HSA Empl	HSA Employer Total:	44.29
76371	01/14/2015	Police - DWI Enforcement	Life Ins. Employee	Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc	0.68
				Life Ins. E	—— Life Ins. Employee Total:	0.68
76371 76423	01/14/2015 01/20/2015	Police - DWI Enforcement Police - DWI Enforcement	Life Insurance Life Insurance	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 1347	1.68
				Life Insurance Total:	nnce Total:	18.59
76371 76423	01/14/2015 01/20/2015	Police - DWI Enforcement Police - DWI Enforcement	Long Term Disability Long Term Disability	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	2.81
				Long Term	Long Term Disability Total:	6.53

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	01/06/2015	Police - DWI Enforcement	MN State Retirement	MSRS-Non Bank	PR Batch 00001.01.2015 Post Emplo	8.75
				MN State I	MN State Retirement Total:	8.75
0	01/06/2015	Police - DWI Enforcement	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.01.2015 MNDCP De	11.59
				MNDCP E	MNDCP Def Comp Total:	11.59
0	01/06/2015	Police - DWI Enforcement	PERA	PERA-Non Bank	PR Batch 00001.01.2015 Pera Emplo	94.60
				PERA Total:	·	94.60
0	01/06/2015	Police - DWI Enforcement	PERA Employer Share	PERA-Non Bank	PR Batch 00001.01.2015 Pera Emplo	141.90
				PERA Em	PERA Employer Share Total:	141.90
76339	01/08/2015	Police - DWI Enforcement	Professional Services	Twin Cities Auctions, Inc.	Vehicle Storage	736.42
				Profession	Professional Services Total:	736.42
0	01/06/2015	Police - DWI Enforcement	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.01.2015 State Incom	38.53
				State Incor	State Income Tax Total:	38.53
0	01/06/2015	Police - DWI Enforcement	Union Dues	LELS	PR Batch 00001.01.2015 Lels Union	12.46
				Union Dues Total:	s Total:	12.46
				Fund Total:		1,251.82
0	01/06/2015	Police Grants	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Federal Inco	244.43
				Federal Inc	- Federal Income Tax Total:	244.43
0	01/06/2015	Police Grants	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Medicare E1	20.39
				FICA Emp	FICA Employee Ded. Total:	20.39
0	01/06/2015	Police Grants	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Medicare El	20.39
AP-Checks for App	AP-Checks for Approval (1/22/2015 - 8:11 AM)	3:11 AM)				Page 29

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				FICA Emp	FICA Employers Share Total:	20.39
76292	01/06/2015	Police Grants	HSA Employee	Premier Bank	PR Batch 00001.01.2015 HSA Emple	27.31
				HSA Emp	HSA Employee Total:	27.31
76292	01/06/2015	Police Grants	HSA Employer	Premier Bank	PR Batch 00001.01.2015 HSA Emplo	58.69
				HSA Emp	HSA Employer Total:	58.69
76371 76423	01/14/2015 01/20/2015	Police Grants Police Grants	Life Ins. Employee Life Ins. Employee	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	9.17
				Life Ins. E	Life Ins. Employee Total:	9.92
76371 76423	01/14/2015 01/20/2015	Police Grants Police Grants	Life Ins. Employer Life Ins. Employer	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	1.00
				Life Ins. E	Life Ins. Employer Total:	30.26
76371 76423	01/14/2015 01/20/2015	Police Grants Police Grants	Long Term Disability Long Term Disability	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	1.77
				Long Tem	Long Term Disability Total:	6.19
0	01/06/2015	Police Grants	MN State Retirement	MSRS-Non Bank	PR Batch 00001.01.2015 Post Emplo:	14.49
				MN State	MN State Retirement Total:	14.49
0	01/06/2015	Police Grants	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.01.2015 MNDCP De	18.23
				MNDCP I	MNDCP Def Comp Total:	18.23
0	01/06/2015	Police Grants	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.01.2015 Pera Emplo.	156.43
				PERA Em	PERA Employee Ded Total:	156.43
0	01/06/2015	Police Grants	PERA Employer Share	PERA-Non Bank	PR Batch 00001.01.2015 Pera Emplo	234.65

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				PERA Emp	PERA Employer Share Total:	234.65
0	01/06/2015	Police Grants	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.01.2015 State Incom	78.62
				State Incom	State Income Tax Total:	78.62
0	01/06/2015	Police Grants	Union Dues Deduction	LELS	PR Batch 00001.01.2015 Lels Union	14.63
				Union Dues	Union Dues Deduction Total:	14.63
				Fund Total:		934.63
0	01/08/2015	Recreation Donations	Other Improvements	Stantec Consulting Services Inc.	Reservoir Woods Restoration Work	3,107.00
				Other Impr	Other Improvements Total:	3,107.00
				Fund Total:		3,107.00
76362	01/14/2015	Recreation Fund	Advertising	Midwest Art Fairs	Calendar Listing-Arts @ th Oval	25.00
				Advertising Total:	Total:	25.00
76354 0 0 76376	01/14/2015 01/14/2015 01/14/2015 01/14/2015	Recreation Fund Recreation Fund Recreation Fund	Contract Maintenance Contract Maintenance Contract Maintenance Contract Maintenance	Harty Mechanical, Inc. Kaiser Manufacturing, Inc. The Retrofit Companies Inc US Environmental Resources/F. Ga	Pressure Switch Replacement Rink Divider Pads Repair Fluorescent Lamps, Batteries Consulting Services	938.85 4,375.00 220.90 350.00
				Contract M	Contract Maintenance Total:	5,884.75
0	01/20/2015	Recreation Fund	Contract Maintenence	Prowire, Inc.	2015 Annual Security Monitoring	240.00
				Contract M	Contract Maintenence Total:	240.00
0	01/07/2015	Recreation Fund	Credit Card Fees	US Bank-Non Bank	November Terminal Charges	601.43
				Credit Card	Credit Card Fees Total:	601.43

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
76352	01/14/2015	Recreation Fund	Daily Skating	Gamma Phi Beta	Overpayment Refund	243.50
				Daily Skating Total:	ing Total:	243.50
0	01/06/2015 01/06/2015	Recreation Fund Recreation Fund	Federal Income Tax Federal Income Tax	IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Federal Incc PR Batch 00001.01.2015 Federal Incc	3,212.26 1,379.66
				Federal Inc	Federal Income Tax Total:	4,591.92
0 0 0	01/06/2015 01/06/2015 01/06/2015 01/06/2015	Recreation Fund Recreation Fund Recreation Fund Recreation Fund	FICA Employee Ded. FICA Employee Ded. FICA Employee Ded. FICA Employee Ded.	IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 FICA Emplor PR Batch 00001.01.2015 Medicare En PR Batch 00001.01.2015 Medicare En PR Batch 00001.01.2015 FICA Emplorements	2,608.66 610.08 201.43 861.23
				FICAEmp	FICA Employee Ded. Total:	4,281.40
0 0 0 0	01/06/2015 01/06/2015 01/06/2015 01/06/2015	Recreation Fund Recreation Fund Recreation Fund Recreation Fund	FICA Employers Share FICA Employers Share FICA Employers Share FICA Employers Share	IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 FICA Emplo PR Batch 00001.01.2015 FICA Emplo PR Batch 00001.01.2015 Medicare Es PR Batch 00001.01.2015 Medicare Es	861.23 2,608.66 610.08 201.43
				FICA Emp	FICA Employers Share Total:	4,281.40
76289 76289	01/06/2015 01/06/2015	Recreation Fund Recreation Fund	HRA Employer HRA Employer	ING ReliaStar ING ReliaStar	PR Batch 00001.01.2015 HRA Emplc PR Batch 00001.01.2015 HRA Emplc	380.15 597.85
				HRA Empl	HRA Employer Total:	978.00
76292 76292	01/06/2015	Recreation Fund Recreation Fund	HSA Employee HSA Employee	Premier Bank Premier Bank	PR Batch 00001.01.2015 HSA Emple PR Batch 00001.01.2015 HSA Emple	196.22
				HSA Empl	HSA Employee Total:	334.04
76292 76292	01/06/2015	Recreation Fund Recreation Fund	HSA Employer HSA Employer	Premier Bank Premier Bank	PR Batch 00001.01.2015 HSA Emplo PR Batch 00001.01.2015 HSA Emplo	639.50 305.50
				HSA Empl	HSA Employer Total:	945.00
0 0	01/06/2015	Recreation Fund Recreation Fund	ICMA Def Comp ICMA Def Comp	ICMA Retirement Trust 457-30022' ICMA Retirement Trust 457-30022'	PR Batch 00001.01.2015 ICMA Defe PR Batch 00001.01.2015 ICMA Defe	336.16

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				ICMA Def		525.00
76371 76423	01/14/2015 01/20/2015	Recreation Fund Recreation Fund	Life Ins. Employee Life Ins. Employee	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	138.65
				Life Ins. E	Life Ins. Employee Total:	277.30
76371 76423	01/14/2015 01/20/2015	Recreation Fund Recreation Fund	Life Ins. Employer Life Ins. Employer	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 1347	96.96
				Life Ins. E	Life Ins. Employer Total:	193.92
76371 76423	01/14/2015 01/20/2015	Recreation Fund Recreation Fund	Long Term Disability Long Term Disability	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 1347	208.07 208.07
				Long Term	Long Term Disability Total:	416.14
						t o
0 0 76410	01/20/2015	Recreation Fund	Memberships & Subscriptions	DMX, Inc.	Skating Center Music	146.97
0	01/06/2015	Recreation Fund	Memberships & Subscriptions	MRPA	MN Rec. & Park Assoc. Membership	150.00
0	01/06/2015	Recreation Fund	Memberships & Subscriptions	MRPA	MN Rec. & Park Assoc. Membership	1,165.00
0	01/06/2015	Recreation Fund	Memberships & Subscriptions	MRPA	MN Rec. & Park Assoc. Membership	560.00
76412	01/20/2015	Recreation Fund	Memberships & Subscriptions	North Suburban Gavel Assn	Membership Dues-2015	15.00
				Membersh	Memberships & Subscriptions Total:	2,196.97
76384	01/20/2015	Recreation Fund	Merchandise for Sale	Bernatello's Pizza, Inc	Concession Items for Resale	252.00
76347	01/14/2015	Recreation Fund	Merchandise for Sale	Coca Cola Refreshments	Beverages for Resale	58.32
76347	01/14/2015	Recreation Fund	Merchandise for Sale	Coca Cola Refreshments	Beverages for Resale	439.90
76391	01/20/2015	Recreation Fund	Merchandise for Sale	Coca Cola Refreshments	Beverages for Resale	909.21
76355	01/14/2015	Recreation Fund	Merchandise for Sale	Hermel Food Service	Concession Items for Resale	693.20
76355	01/14/2015	Recreation Fund	Merchandise for Sale	Hermel Food Service	Concession Items for Resale	693.65
76399 76399	01/20/2015 01/20/2015	Recreation Fund Recreation Fund	Merchandise for Sale Merchandise for Sale	Hermel Food Service Hermel Food Service	Concession Items for Resale Concession Items for Resale-Credit	721.19 -32.42
				Merchandi	— Merchandise for Sale Total:	3,735.05
0 0	01/06/2015	Recreation Fund	Minnesota Benefit Ded Minnesota Banefit Dad	MN Benefit Association	PR Batch 00001.01.2015 Minnesota F	255.12
Þ	01/00/2013	Kecleanon Fund	MIIIIESOIA DEIIEIII DOA	MIN Deligitt Association	FK Baich group. Ul. 2010 minnesona i	Ct.4/1

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				Minnesota	— Minnesota Benefit Ded Total:	427.57
0	01/06/2015 01/06/2015	Recreation Fund Recreation Fund	MN State Retirement MN State Retirement	MSRS-Non Bank MSRS-Non Bank	PR Batch 00001.01.2015 Post Emplo: PR Batch 00001.01.2015 Post Emplo:	270.28 137.19
				MN State R	MN State Retirement Total:	407.47
0 0	01/06/2015 01/06/2015	Recreation Fund Recreation Fund	MNDCP Def Comp MNDCP Def Comp	Great West- Non Bank Great West- Non Bank	PR Batch 00001.01.2015 MNDCP De PR Batch 00001.01.2015 MNDCP De	765.73 542.68
				MNDCP D	MNDCP Def Comp Total:	1,308.41
0	01/20/2015	Recreation Fund	Operating Supplies	Mark Bartholomew	Snow Blower	250.00
0	01/14/2015	Recreation Fund	Operating Supplies	Fikes, Inc.	Restroom Supplies	278.70
0 0	01/14/2015	Recreation Fund	Operating Supplies	Grainger Inc	Ballasts	38.61
76356	01/20/2013	Recreation Fund	Operating Supplies Operating Supplies	Cramger Inc Ice Skating Institute	Debugitzer Badges	51.50
76400	01/20/2015	Recreation Fund	Operating Supplies	Ice Skating Institute	2015 Ice Show Endorsement	25.00
0	01/14/2015	Recreation Fund	Operating Supplies	R & R Specialties of Wisconsin, Inc	Ice Shaving Knife	525.51
0	01/20/2015	Recreation Fund	Operating Supplies	R & R Specialties of Wisconsin, Inc		102.90
76422	01/20/2015	Recreation Fund	Operating Supplies	Speedpro St. Paul	Dasher Board Ads, Zamboni Signs	833.00
76425	01/20/2015	Recreation Fund	Operating Supplies	Stone & Steel Design, LLC	Custum Engraving	140.00
0	01/14/2015	Recreation Fund	Operating Supplies	Voss Lighting	Lighting Supplies	37.48
				Operating S	Operating Supplies Total:	2,338.94
76396	01/20/2015	Recreation Fund	Overpayment of Program Fees	Shirley Friberg	Overpayment Refund	23.00
				Overpayme	Overpayment of Program Fees Total:	23.00
0 0	01/06/2015 01/06/2015	Recreation Fund Recreation Fund	PERA Employee Ded PERA Employee Ded	PERA-Non Bank PERA-Non Bank	PR Batch 00001.01.2015 Pera Emplo PR Batch 00001.01.2015 Pera Emplo	2,131.46
				PERA Emp	PERA Employee Ded Total:	3,023.10
0 0 0 0	01/06/2015 01/06/2015 01/06/2015	Recreation Fund Recreation Fund Recreation Fund	PERA Employer Share PERA Employer Share PERA Employer Share	PERA-Non Bank PERA-Non Bank PERA-Non Bank	PR Batch 00001.01.2015 Pera additio PR Batch 00001.01.2015 Pera Emplo PR Batch 00001.01.2015 Pera Emplo	137.19 2,131.46 891.64
D D	01/06/2015	Kecreation Fund	FEKA Employer Snare	PEKA-Non bank	FK Batch 00001.01.2015 Pera additio	327.94

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				PERA Em	– PERA Employer Share Total:	3,488.23
76430	01/20/2015	Recreation Fund	Petty Cash	US Bank	Petty Cash Increase	25.00
				Petty Cash Total:	Total:	25.00
76373	01/14/2015	Recreation Fund	Printing	Tandem Printing Inc	Skate Tags	1,333.22
				Printing Total:	— tal:	1,333.22
76353	01/14/2015	Recreation Fund	Professional Services	Jennifer Hamre	Basketball Scorekeeper	44.00
76357	01/14/2015	Recreation Fund	Professional Services	Sara Kalhoff	Basketball Scorekeeper	88.00
76358	01/14/2015	Recreation Fund	Professional Services	Collin James Kiley	Basketball Scorekeeper	44.00
0	01/14/2015	Recreation Fund	Professional Services	Mathias Langhorst	Basketball Scorekeeper	44.00
0	01/20/2015	Recreation Fund	Professional Services	McCray Express Sports Network	Referee Service	1,100.00
/6360	01/14/2015	Recreation Fund	Professional Services  Drofessional Services	Kaltiin Meinke Metro Vollewhall Officials	Basketball Scorekeeping	88.00
76365	01/14/2015	Recreation Fund	Professional Services	Nasruden Mohamed	Baskethall Scorekeening	44.00
0	01/14/2015	Recreation Fund	Professional Services	Kristina Rude	Basketball Scorekeeper	49.50
76370	01/14/2015	Recreation Fund	Professional Services	George Sigstad	Basketball Timekeeper	49.50
				Profession	Professional Services Total:	2,833.50
0	01/07/2015	Recreation Fund	Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	2,353.24
				Sales Tax l	——Sales Tax Payable Total:	2,353.24
0 0	01/06/2015 01/06/2015	Recreation Fund Recreation Fund	State Income Tax State Income Tax	MN Dept of Revenue-Non Bank MN Dept of Revenue-Non Bank	PR Batch 00001.01.2015 State Incom PR Batch 00001.01.2015 State Incom	1,351.13
				State Incor	State Income Tax Total:	1,912.62
76329 76334	01/08/2015 01/08/2015	Recreation Fund Recreation Fund	Telephone Telephone	Sprint T Mobile	Cell Phones Cell Phones-Acct: 876644423	78.25 529.85
				Telephone Total:	Total:	608.10
0 0 0	01/14/2015 01/08/2015 01/08/2015	Recreation Fund Recreation Fund Recreation Fund	Transportation Transportation Transportation	Jill Anfang Lauren Deal Rick Schultz	Mileage Reimbursement Mileage Reimbursement Mileage Reimbursement	624.96 87.36 52.08
AD Charles for Am	AD-Chaobe for Amoraval (1/20)015_811 AM	8-11 A M)				Dage 35

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	01/08/2015	Recreation Fund	Transportation	Eric Vehe	Mileage Reimbursement	341.99
				Transportation Total:	rtion Total:	1,106.39
76363	01/14/2015	Recreation Fund	Unemployment Insurance	Mn Dept of Employment & Econ D	Mn Dept of Employment & Econ D 4th Quarter Unemployment Benefits 1	104.60
				Unemploy	Unemployment Insurance Total:	104.60
76290 76290	01/06/2015 01/06/2015	Recreation Fund Recreation Fund	Union Dues Deduction Union Dues Deduction	Local Union 49 Local Union 49	PR Batch 00001.01.2015 IOUE Union PR Batch 00001.01.2015 IOUE Union	61.74 37.26
				Union Due	Union Dues Deduction Total:	00.06
				Fund Total:		51,143.21
0	01/14/2015	Risk Management	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Dec 20	8,361.43
				Employer	Employer Insurance Total:	8,361.43
76287	01/06/2015	Risk Management	Professional Services	Arthur Gallagher Risk Mgt. Service 2015 Insurance Agent of Record	: 2015 Insurance Agent of Record	12,000.00
				Profession	Professional Services Total:	12,000.00
				Fund Total:	·	20,361.43
0 0	01/06/2015 01/06/2015	Sanitary Sewer Sanitary Sewer	Federal Income Tax Federal Income Tax	IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Federal Incc PR Batch 00001.01.2015 Federal Incc	454.66
				Federal Inc	Federal Income Tax Total:	1,259.27
0 0 0	01/06/2015 01/06/2015 01/06/2015 01/06/2015	Sanitary Sewer Sanitary Sewer Sanitary Sewer Sanitary Sewer	FICA Employee Ded. FICA Employee Ded. FICA Employee Ded. FICA Employee Ded.	IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 FICA Emplor PR Batch 00001.01.2015 FICA Emplor Batch 00001.01.2015 Medicare Elempto Reach 00001.01.2015 Medicare Elempto 00001.01.2015 Medicare Elempto 00001.01.2015 Medicare Elempto 00001.01.2015	467.94 273.62 109.40 64.01
				FICA Emp	FICA Employee Ded. Total:	914.97
0	01/06/2015 01/06/2015	Sanitary Sewer Sanitary Sewer	FICA Employers Share FICA Employers Share	IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Medicare El PR Batch 00001.01.2015 Medicare El	109.40 64.01
AP-Checks for App	AP-Checks for Approval (1/22/2015 - 8:11 AM)	3:11 AM)				Page 36

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	01/06/2015 01/06/2015	Sanitary Sewer Sanitary Sewer	FICA Employers Share FICA Employers Share	IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 FICA Emple	273.62 467.94
				FICA Empl	FICA Employers Share Total:	914.97
76289 76289	01/06/2015 01/06/2015	Sanitary Sewer Sanitary Sewer	HRA Employer HRA Employer	ING ReliaStar ING ReliaStar	PR Batch 00001.01.2015 HRA Emplc PR Batch 00001.01.2015 HRA Emplc	251.17 152.83
				HRA Employer Total:	oyer Total:	404.00
76292	01/06/2015	Sanitary Sewer	HSA Employee	Premier Bank	PR Batch 00001.01.2015 HSA Emple	40.16
				HSA Employee Total:	oyee Total:	40.16
76292	01/06/2015	Sanitary Sewer	HSA Employer	Premier Bank	PR Batch 00001.01.2015 HSA Emplo	37.29
				HSA Employer Total:	oyer Total:	37.29
0 0	01/06/2015 01/06/2015	Sanitary Sewer Sanitary Sewer	ICMA Def Comp ICMA Def Comp	ICMA Retirement Trust 457-30022' ICMA Retirement Trust 457-30022'	ICMA Retirement Trust 457-30022' PR Batch 00001.01.2015 ICMA Defe ICMA Retirement Trust 457-30022' PR Batch 00001.01.2015 ICMA Defe	14.29
				ICMADef	ICMA Def Comp Total:	35.00
76371 76371 76423	01/14/2015 01/14/2015 01/20/2015	Sanitary Sewer Sanitary Sewer Sanitary Sewer	Life Ins. Employee Life Ins. Employee Life Ins. Employee	Standard Insurance Company Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	27.66 6.48 33.57
				Life Ins. Er	Life Ins. Employee Total:	67.71
76371 76423	01/14/2015 01/20/2015	Sanitary Sewer Sanitary Sewer	Life Ins. Employer Life Ins. Employer	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	37.60 28.27
				Life Ins. Er	Life Ins. Employer Total:	65.87
76371 76423	01/14/2015 01/20/2015	Sanitary Sewer Sanitary Sewer	Long Term Disability Long Term Disability	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	69.25 73.65
				Long Term	Long Term Disability Total:	142.90
0	01/20/2015	Sanitary Sewer	Metro Waste Control Board	Metropolitan Council	Waste Water Services	216,917.83

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				Metro Wast	— Metro Waste Control Board Total:	216,917.83
0	01/07/2015	Sanitary Sewer	Miscellaneous	Bluefin Payment Systems-Non Ban	Bluefin Payment Systems-Non Ban December UB Payments.com Charge:	4,668.41
				Miscellaneous Total:	ous Total:	4,668.41
0 0	01/06/2015 01/06/2015	Sanitary Sewer Sanitary Sewer	MN State Retirement MN State Retirement	MSRS-Non Bank MSRS-Non Bank	PR Batch 00001.01.2015 Post Employ PR Batch 00001.01.2015 Post Employ	43.63
				MN State R	MN State Retirement Total:	124.22
0 0	01/06/2015 01/06/2015	Sanitary Sewer Sanitary Sewer	MNDCP Def Comp MNDCP Def Comp	Great West- Non Bank Great West- Non Bank	PR Batch 00001.01.2015 MNDCP De PR Batch 00001.01.2015 MNDCP De	36.01
				MNDCP Do	MNDCP Def Comp Total:	117.31
0 0	01/06/2015	Sanitary Sewer Sanitary Sewer	PERA Employee Ded PERA Employee Ded	PERA-Non Bank PERA-Non Bank	PR Batch 00001.01.2015 Pera Emplo PR Batch 00001.01.2015 Pera Emplo	283.46 523.84
				PERA Emp	PERA Employee Ded Total:	807.30
0 0 0	01/06/2015 01/06/2015 01/06/2015 01/06/2015	Sanitary Sewer Sanitary Sewer Sanitary Sewer Sanitary Sewer	PERA Employer Share PERA Employer Share PERA Employer Share PERA Employer Share	PERA-Non Bank PERA-Non Bank PERA-Non Bank PERA-Non Bank	PR Batch 00001.01.2015 Pera additio PR Batch 00001.01.2015 Pera additio PR Batch 00001.01.2015 Pera Emplo PR Batch 00001.01.2015 Pera Emplo	43.63 80.59 283.46 523.84
				PERA Emp	PERA Employer Share Total:	931.52
0 0	01/08/2015 01/08/2015	Sanitary Sewer Sanitary Sewer	Professional Services Professional Services	Foth Infrastructure & Environments Gopher State One Call	Sanitary and Stormwater Lift Station, FTP Tickets	3,300.00
				Professiona	Professional Services Total:	3,387.85
0	01/07/2015	Sanitary Sewer	Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	1.43
				Sales Tax P	Sales Tax Payable Total:	1.43
0	01/08/2015	Sanitary Sewer	Sanitary Sewer	City of Maplewood	Sanitary Sewer & Storm Drainage-4th	50,519.31

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				Sanitary Sc	Sanitary Sewer Total:	50,519.31
0 0	01/06/2015 01/06/2015	Sanitary Sewer Sanitary Sewer	State Income Tax State Income Tax	MN Dept of Revenue-Non Bank MN Dept of Revenue-Non Bank	PR Batch 00001.01.2015 State Incom PR Batch 00001.01.2015 State Incom	189.95 329.32
				State Incon	State Income Tax Total:	519.27
76334	01/08/2015	Sanitary Sewer	Telephone	T Mobile	Cell Phones-Acct: 771707201	79.98
				Telephone Total:	Total:	79.98
76290 76290	01/06/2015 01/06/2015	Sanitary Sewer Sanitary Sewer	Union Dues Deduction Union Dues Deduction	Local Union 49 Local Union 49	PR Batch 00001.01.2015 IOUE Union PR Batch 00001.01.2015 IOUE Union	69.54 44.26
				Union Due	Union Dues Deduction Total:	113.80
0 0	01/14/2015 01/14/2015	Sanitary Sewer Sanitary Sewer	Vehicles & Equipment Vehicles & Equipment	Ziegler Inc Ziegler Inc	Caterpiller Caterpiller	-7,000.00 34,575.34
				Vehicles &	Vehicles & Equipment Total:	27,575.34
				Fund Total:		309,645.71
76366	01/14/2015	Singles Program	Operating Supplies	Ron Rieschl	Singles Supplies Reimbursement	15.00
				Operating	Operating Supplies Total:	15.00
				Fund Total:	'	15.00
0 0	01/06/2015 01/06/2015	Solid Waste Recycle Solid Waste Recycle	Federal Income Tax Federal Income Tax	IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Federal Incc PR Batch 00001.01.2015 Federal Incc	39.20 55.27
				Federal Inc	Federal Income Tax Total:	94.47
0 0 0	01/06/2015 01/06/2015 01/06/2015	Solid Waste Recycle Solid Waste Recycle Solid Waste Recycle	FICA Employee Ded. FICA Employee Ded. FICA Employee Ded.	IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 Medicare El	21.99 31.01 7.25
0 AP-Checks for Appr	0 01/06/2015 Solid W AP-Checks for Approval (1/22/2015 - 8:11 AM)	Solid Waste Recycle 8:11 AM)	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Medicare Ei	5.14 Page 39

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				FICA Emp	FICA Employee Ded. Total:	65.39
0 0 0	01/06/2015 01/06/2015 01/06/2015 01/06/2015	Solid Waste Recycle Solid Waste Recycle Solid Waste Recycle Solid Waste Recycle	FICA Employers Share FICA Employers Share FICA Employers Share FICA Employers Share	IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Medicare Est PR Batch 00001.01.2015 Medicare Est PR Batch 00001.01.2015 FICA EmplorR Batch 00001.01.2015 FICA EmplorA	7.25 5.14 21.99 31.01
				FICA Emp	FICA Employers Share Total:	65.39
76292 76292	01/06/2015 01/06/2015	Solid Waste Recycle Solid Waste Recycle	HSA Employer HSA Employer	Premier Bank Premier Bank	PR Batch 00001.01.2015 HSA Emplo PR Batch 00001.01.2015 HSA Emplo	35.10 24.91
				HSA Empl	HSA Employer Total:	60.01
76371 76423	01/14/2015 01/20/2015	Solid Waste Recycle Solid Waste Recycle	Life Ins. Employer Life Ins. Employer	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	2.43
				Life Ins. E	Life Ins. Employer Total:	3.85
76371 76423	01/14/2015 01/20/2015	Solid Waste Recycle Solid Waste Recycle	Long Term Disability Long Term Disability	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	5.28
				Long Term	Long Term Disability Total:	10.56
0 0	01/06/2015 01/06/2015	Solid Waste Recycle Solid Waste Recycle	MN State Retirement MN State Retirement	MSRS-Non Bank MSRS-Non Bank	PR Batch 00001.01.2015 Post Employ PR Batch 00001.01.2015 Post Employ	3.41
				MN State I	MN State Retirement Total:	8.46
0 0	01/06/2015 01/06/2015	Solid Waste Recycle Solid Waste Recycle	PERA Employee Ded PERA Employee Ded	PERA-Non Bank PERA-Non Bank	PR Batch 00001.01.2015 Pera Emplo PR Batch 00001.01.2015 Pera Emplo	32.84 22.20
				PERA Em	PERA Employee Ded Total:	55.04
0 0 0 0	01/06/2015 01/06/2015 01/06/2015 01/06/2015	Solid Waste Recycle Solid Waste Recycle Solid Waste Recycle Solid Waste Recycle	PERA Employer Share PERA Employer Share PERA Employer Share PERA Employer Share	PERA-Non Bank PERA-Non Bank PERA-Non Bank PERA-Non Bank	PR Batch 00001.01.2015 Pera additio PR Batch 00001.01.2015 Pera additio PR Batch 00001.01.2015 Pera Emplo; PR Batch 00001.01.2015 Pera Emplo;	3.41 5.05 32.84 22.20

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				PERA Em	PERA Employer Share Total:	63.50
0 0	01/06/2015 01/06/2015	Solid Waste Recycle Solid Waste Recycle	State Income Tax State Income Tax	MN Dept of Revenue-Non Bank MN Dept of Revenue-Non Bank	PR Batch 00001.01.2015 State Incom PR Batch 00001.01.2015 State Incom	24.70 17.53
				State Incor	State Income Tax Total:	42.23
				Fund Total:		468.90
76325	01/08/2015	Storm Drainage	Contract Maintenance	Rick Johnson's Deer & Beaver Inc.	Deer Call	115.00
				Contract M	Contract Maintenance Total:	115.00
0 0	01/06/2015 01/06/2015	Storm Drainage Storm Drainage	Federal Income Tax Federal Income Tax	IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Federal Incc PR Batch 00001.01.2015 Federal Incc	580.17 463.67
				Federal Inc	Federal Income Tax Total:	1,043.84
0000	01/06/2015 01/06/2015 01/06/2015 01/06/2015	Storm Drainage Storm Drainage Storm Drainage Storm Drainage	FICA Employee Ded. FICA Employee Ded. FICA Employee Ded. FICA Employee Ded.	IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 Medicare El PR Batch 00001.01.2015 Medicare El	385.29 308.95 90.13 72.24
				FICA Emp	FICA Employee Ded. Total:	856.61
0000	01/06/2015 01/06/2015 01/06/2015 01/06/2015	Storm Drainage Storm Drainage Storm Drainage Storm Drainage	FICA Employers Share FICA Employers Share FICA Employers Share FICA Employers Share	IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Medicare El PR Batch 00001.01.2015 Medicare El PR Batch 00001.01.2015 FICA EmployR Batch 00001.01.2015 FICA EmployR Batch 00001.01.2015	90.13 72.24 308.95 385.29
				FICA Emp	FICA Employers Share Total:	856.61
76292 76292	01/06/2015 01/06/2015	Storm Drainage Storm Drainage	HSA Employer HSA Employer	Premier Bank Premier Bank	PR Batch 00001.01.2015 HSA Emplo PR Batch 00001.01.2015 HSA Emplo	58.09
				HSA Empl	HSA Employer Total:	139.99
76371 76423	01/14/2015 01/20/2015	Storm Drainage Storm Drainage	Life Ins. Employee Life Ins. Employee	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	13.50
AP-Checks for App	AP-Checks for Approval (1/22/2015 - 8:11 AM)	8:11 AM)				Page 41

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				Life Ins. E		27.00
76371 76423	01/14/2015 01/20/2015	Storm Drainage Storm Drainage	Life Ins. Employer Life Ins. Employer	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	39.33
				Life Ins. E	 Life Ins. Employer Total:	61.11
76371 76423	01/14/2015 01/20/2015	Storm Drainage Storm Drainage	Long Term Disability Long Term Disability	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	63.63
				Long Term	Long Term Disability Total:	127.25
0 0	01/06/2015 01/06/2015	Storm Drainage Storm Drainage	MN State Retirement MN State Retirement	MSRS-Non Bank MSRS-Non Bank	PR Batch 00001.01.2015 Post Emplo: PR Batch 00001.01.2015 Post Emplo:	42.60 64.86
				MN State	MN State Retirement Total:	107.46
0 0	01/06/2015 01/06/2015	Storm Drainage Storm Drainage	MNDCP Def Comp MNDCP Def Comp	Great West- Non Bank Great West- Non Bank	PR Batch 00001.01.2015 MNDCP De PR Batch 00001.01.2015 MNDCP De	5.55
				MNDCP D	MNDCP Def Comp Total:	10.00
76374 76374	01/14/2015 01/14/2015	Storm Drainage Storm Drainage	Operating Supplies Operating Supplies	Tri State Bobcat, Inc Tri State Bobcat, Inc	68" Angle Broom Trade 2004 84" Snow Blade	1,938.50
				Operating	Operating Supplies Total:	1,388.50
0	01/06/2015	Storm Drainage Storm Drainage	PERA Employee Ded PERA Employee Ded	PERA-Non Bank PERA-Non Bank	PR Batch 00001.01.2015 Pera Emplo. PR Batch 00001.01.2015 Pera Emplo.	276.86 421.55
				PERA Em	PERA Employee Ded Total:	698.41
0	01/06/2015	Storm Drainage	PERA Employer Share	PERA-Non Bank	PR Batch 00001.01.2015 Pera additio	64.86
0 0	01/06/2015	Storm Drainage	PERA Employer Share	PERA-Non Bank	PR Batch 00001.01.2015 Pera additio	42.60
0 0	01/06/2015	Storm Drainage	r ENA Employer Share PERA Employer Share	FERA-Non Bank	PR Batch 00001.01.2015 Pera Emplo	421.55
				PERA Em	PERA Employer Share Total:	805.87
0	01/08/2015	Storm Drainage	Professional Services	Gopher State One Call	FTP Tickets	87.85
AP-Checks for App	AP-Checks for Approval (1/22/2015 - 8:11 AM)	8:11 AM)				Page 42

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				Professions	Professional Services Total:	87.85
76338	01/08/2015	Storm Drainage	Rental	Tri State Bobcat, Inc	Bobcat Skidsteer Loader Upgrade	3,982.14
				Rental Total:	-	3,982.14
0	01/07/2015	Storm Drainage	Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	17.83
				Sales Tax F	Sales Tax Payable Total:	17.83
0 0	01/06/2015 01/06/2015	Storm Drainage Storm Drainage	State Income Tax State Income Tax	MN Dept of Revenue-Non Bank MN Dept of Revenue-Non Bank	PR Batch 00001.01.2015 State Incom PR Batch 00001.01.2015 State Incom	202.18 253.18
				State Incon	State Income Tax Total:	455.36
0	01/08/2015	Storm Drainage	Storm Drainage Fees	City of Maplewood	Sanitary Sewer & Storm Drainage-4th	4,914.37
				Storm Drai	Storm Drainage Fees Total:	4,914.37
76290 76290	01/06/2015 01/06/2015	Storm Drainage Storm Drainage	Union Dues Deduction Union Dues Deduction	Local Union 49 Local Union 49	PR Batch 00001.01.2015 IOUE Union PR Batch 00001.01.2015 IOUE Union	72.44 59.56
				Union Due	Union Dues Deduction Total:	132.00
0 0	01/14/2015 01/14/2015	Storm Drainage Storm Drainage	Vehicles & Equipment Vehicles & Equipment	Ziegler Inc Ziegler Inc	Caterpiller Trade In 1993 Caterpillar 446B Backl	34,475.33
				Vehicles &	Vehicles & Equipment Total:	27,475.33
				Fund Total:		43,302.53
0 0	01/06/2015 01/06/2015	Telecommunications Telecommunications	Federal Income Tax Federal Income Tax	IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Federal Incc PR Batch 00001.01.2015 Federal Incc	287.73 209.38
				Federal Inc	Federal Income Tax Total:	497.11
0 0 0	01/06/2015 01/06/2015 01/06/2015	Telecommunications Telecommunications Telecommunications	FICA Employee Ded. FICA Employee Ded. FICA Employee Ded.	IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 FICA Emplo PR Batch 00001.01.2015 FICA Emplo PR Batch 00001.01.2015 Medicare El	240.01 175.17 56.14
AP-Checks for App	AP-Checks for Approval (1/22/2015 - 8:11 AM)	8:11 AM)				Page 43

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	01/06/2015	Telecommunications	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Medicare Ei	40.95
				FICA Emp	FICA Employee Ded. Total:	512.27
0 0 0	01/06/2015 01/06/2015 01/06/2015	Telecommunications Telecommunications Telecommunications	FICA Employers Share FICA Employers Share FICA Employers Share	IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 FICA Emple PR Batch 00001.01.2015 Medicare E	175.17 240.01 40.95
0	01/06/2015	Telecommunications	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Medicare Ei	56.14
				FICA Emp	FICA Employers Share Total:	512.27
76289 76289	01/06/2015 01/06/2015	Telecommunications Telecommunications	HRA Employer HRA Employer	ING ReliaStar ING ReliaStar	PR Batch 00001.01.2015 HRA Emplc PR Batch 00001.01.2015 HRA Emplc	65.14 96.36
				HRA Emp	HRA Employer Total:	161.50
76292 76292	01/06/2015 01/06/2015	Telecommunications Telecommunications	HSA Employee HSA Employee	Premier Bank Premier Bank	PR Batch 00001.01.2015 HSA Emple PR Batch 00001.01.2015 HSA Emple	5.24
				HSA Empl	HSA Employee Total:	9.14
76292 76292	01/06/2015 01/06/2015	Telecommunications Telecommunications	HSA Employer HSA Employer	Premier Bank Premier Bank	PR Batch 00001.01.2015 HSA Emplo PR Batch 00001.01.2015 HSA Emplo	21.35
				HSA Empl	HSA Employer Total:	50.00
76371 76423	01/14/2015 01/20/2015	Telecommunications Telecommunications	Life Ins. Employee Life Ins. Employee	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	32.30 32.04
				Life Ins. E	Life Ins. Employee Total:	64.34
76371 76423	01/14/2015 01/20/2015	Telecommunications Telecommunications	Life Ins. Employer Life Ins. Employer	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	17.86
				Life Ins. E	Life Ins. Employer Total:	35.97
76371 76423	01/14/2015 01/20/2015	Telecommunications Telecommunications	Long Term Disability Long Term Disability	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	42.61
				Long Terr	Long Term Disability Total:	85.62

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0 0	01/06/2015 01/06/2015	Telecommunications Telecommunications	MN State Retirement MN State Retirement	MSRS-Non Bank MSRS-Non Bank	PR Batch 00001.01.2015 Post Emplo: PR Batch 00001.01.2015 Post Emplo:	26.97 40.28
				MN State F	MN State Retirement Total:	67.25
0 0	01/06/2015 01/06/2015	Telecommunications Telecommunications	MNDCP Def Comp MNDCP Def Comp	Great West- Non Bank Great West- Non Bank	PR Batch 00001.01.2015 MNDCP De PR Batch 00001.01.2015 MNDCP De	135.16
				MNDCP D	MNDCP Def Comp Total:	334.98
0 0	01/06/2015 01/06/2015	Telecommunications Telecommunications	PERA Employee Ded PERA Employee Ded	PERA-Non Bank PERA-Non Bank	PR Batch 00001.01.2015 Pera Emplo PR Batch 00001.01.2015 Pera Emplo	261.87 175.32
				PERA Emp	PERA Employee Ded Total:	437.19
0000	01/06/2015 01/06/2015 01/06/2015 01/06/2015	Telecommunications Telecommunications Telecommunications Telecommunications	PERA Employer Share PERA Employer Share PERA Employer Share PERA Employer Share	PERA-Non Bank PERA-Non Bank PERA-Non Bank PERA-Non Bank	PR Batch 00001.01.2015 Pera Emplo PR Batch 00001.01.2015 Pera additio PR Batch 00001.01.2015 Pera Emplo PR Batch 00001.01.2015 Pera additio	261.87 26.97 175.32 40.28
				PERA Emp	PERA Employer Share Total:	504.44
76346 76390 0 0 0 0 0 0	01/14/2015 01/20/2015 01/20/2015 01/08/2015 01/08/2015 01/08/2015 01/08/2015 01/08/2015 01/08/2015	Telecommunications	Professional Services	CivicPlus CivicPlus CivicPlus CivicPlus North Suburban Access Corp	Programming Annual Website Hosting Fee Redesign Setup Fee Redesign Setup Fee Production Services-Jan 2014 Orp Production Services-July 2014 Orp Production Services-Oct 2014 Orp Production Services-Oct 2014 Orp Production Services-Dec 2014 Orp Fourth Quarter Webstreaming Professional Services Total:	150.00 7,166.17 4,586.76 1,419.00 1,419.00 1,419.00 1,419.00 1,419.00 966.36 21,533.29
				State Incom	State Income Tax Total:	222.93

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				Fund Total:	'	25,028.30
76303 76303 76303	01/08/2015 01/08/2015 01/08/2015	Telephone Telephone Telephone	CAP - Capital Equip Recovery CAP - Capital Equip Recovery CAP - Capital Equip Recovery	Datalink Datalink Datalink	2951 Voice Bundle w/ PVDM3-32,FL Telephone Upgrade Network Review Device Licenses	9,365.38 12,800.00 2,825.00
				CAP - Capi		24,990.38
76389 76389 76301 76310 76431	01/20/2015 01/20/2015 01/20/2015 01/08/2015 01/08/2015	Telephone Telephone Telephone Telephone Telephone Telephone	PSTN-PRI Access/DID Allocation	CenturyLink CenturyLink CenturyLink CenturyLink Integra Telecom Wimactel Inc.	Telephone Telephone Telephone Telephone Telephone Telephone	312.80 161.04 86.06 97.89 7,184.84 64.13
					PSTN-PRI Access/DID Allocation Total:	7,906.76
				Fund Total:	'	32,897.14
0	01/08/2015	TIF District #17-Twin Lakes	Professional Services	SRF Consulting Group, Inc.	Professional Services For I-35W Inter	25,982.39
				Professiona	Professional Services Total:	25,982.39
				Fund Total:		25,982.39
76382 76383 76387 76393 76395 76402 76407 76416	01/20/2015 01/20/2015 01/20/2015 01/20/2015 01/08/2015 01/20/2015 01/20/2015 01/20/2015	Water Fund	Accounts Payable	MARY BATTEE SHIRLEY BECKER DEBORAH CAMPBELL SUSAN DENNIS MAUREEN DUDLEY JAMES GUNELSON KAYAK REMODELING & REPL, LUPIENT-FILEFSTER CALVIN PHUNG JENNIFER & ALEXIS YOUNG	Refund Check	75.19 38.29 225.40 29.90 92.72 1,035.00 304.04 150.00
				Accounts P	Accounts Payable Total:	2,139.21

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	01/06/2015 01/06/2015	Water Fund Water Fund	Federal Income Tax Federal Income Tax	IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Federal Incc PR Batch 00001.01.2015 Federal Incc	660.16 982.84
				Federal Inc	Federal Income Tax Total:	1,643.00
0 0 0	01/06/2015 01/06/2015 01/06/2015 01/06/2015	Water Fund Water Fund Water Fund Water Fund	FICA Employee Ded. FICA Employee Ded. FICA Employee Ded. FICA Employee Ded.	IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 FICA Employer Batch 00001.01.2015 FICA Employer Batch 00001.01.2015 Medicare Elpr Batch 00001.01.2015 Medicare El	574.91 390.21 134.49 91.22
				FICA Emp	FICA Employee Ded. Total:	1,190.83
0 0 0	01/06/2015 01/06/2015 01/06/2015 01/06/2015	Water Fund Water Fund Water Fund Water Fund	FICA Employers Share FICA Employers Share FICA Employers Share FICA Employers Share	IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank IRS EFTPS- Non Bank	PR Batch 00001.01.2015 Medicare El PR Batch 00001.01.2015 Medicare El PR Batch 00001.01.2015 FICA EmploPR Batch 00001.01.2015 FICA Emplo	134.49 91.22 390.21 574.91
				FICA Emp	FICA Employers Share Total:	1,190.83
76289 76289	01/06/2015 01/06/2015	Water Fund Water Fund	HRA Employer HRA Employer	ING ReliaStar ING ReliaStar	PR Batch 00001.01.2015 HRA Emplc PR Batch 00001.01.2015 HRA Emplc	339.27 211.73
				HRA Employer Total:	oyer Total:	551.00
76292 76292	01/06/2015 01/06/2015	Water Fund Water Fund	HSA Employee HSA Employee	Premier Bank Premier Bank	PR Batch 00001.01.2015 HSA Emple PR Batch 00001.01.2015 HSA Emple	19.97
				HSA Employee Total:	oyee Total:	49.52
76292 76292	01/06/2015 01/06/2015	Water Fund Water Fund	HSA Employer HSA Employer	Premier Bank Premier Bank	PR Batch 00001.01.2015 HSA Emplo PR Batch 00001.01.2015 HSA Emplo	18.64
				HSA Employer Total:	oyer Total:	31.24
0	01/06/2015 01/06/2015	Water Fund Water Fund	ICMA Def Comp ICMA Def Comp	ICMA Retirement Trust 457-30022' ICMA Retirement Trust 457-30022'	ICMA Retirement Trust 457-30022' PR Batch 00001.01.2015 ICMA Defe ICMA Retirement Trust 457-30022' PR Batch 00001.01.2015 ICMA Defe	26.53 38.47
				ICMA Def	ICMA Def Comp Total:	65.00
76371 76423	01/14/2015 01/20/2015	Water Fund Water Fund	Life Ins. Employee Life Ins. Employee	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	55.64

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				Life Ins.	Life Ins. Employee Total:	113.37
76371 76423	01/14/2015 01/20/2015	Water Fund Water Fund	Life Ins. Employer Life Ins. Employer	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	48.23
				Life Ins.	Life Ins. Employer Total:	103.36
76371 76423	01/14/2015 01/20/2015	Water Fund Water Fund	Long Term Disability Long Term Disability	Standard Insurance Company Standard Insurance Company	Life Insurance Premium-Dec 2014 Pc Life Insurance Premium-Policy: 134'	74.21 74.19
				Long Ter	—— Long Term Disability Total:	148.40
0 0	01/06/2015	Water Fund Water Fund	MN State Retirement MN State Retirement	MSRS-Non Bank MSRS-Non Bank	PR Batch 00001.01.2015 Post Emplo: PR Batch 00001.01.2015 Post Emplo:	96.09
				MN State	MN State Retirement Total:	153.29
0 0	01/06/2015	Water Fund Water Fund	MNDCP Def Comp MNDCP Def Comp	Great West- Non Bank Great West- Non Bank	PR Batch 00001.01.2015 MNDCP De PR Batch 00001.01.2015 MNDCP De	95.60
				MNDCP	MNDCP Def Comp Total:	162.52
0 76350	01/14/2015 01/14/2015	Water Fund Water Fund	Operating Supplies Operating Supplies	City of St. Paul Fra-Dor Inc.	Asphalt Street Supplies	976.35
				Operating	Operating Supplies Total:	1,744.35
0 0	01/06/2015	Water Fund Water Fund	PERA Employee Ded PERA Employee Ded	PERA-Non Bank PERA-Non Bank	PR Batch 00001.01.2015 Pera Emplo PR Batch 00001.01.2015 Pera Emplo	371.89 624.58
				PERA En	PERA Employee Ded Total:	996.47
0000	01/06/2015 01/06/2015 01/06/2015 01/06/2015	Water Fund Water Fund Water Fund Water Fund	PERA Employer Share PERA Employer Share PERA Employer Share PERA Employer Share	PERA-Non Bank PERA-Non Bank PERA-Non Bank PERA-Non Bank	PR Batch 00001.01.2015 Pera additio PR Batch 00001.01.2015 Pera additio PR Batch 00001.01.2015 Pera Emplo PR Batch 00001.01.2015 Pera Emplo	57.20 96.09 371.89 624.58
				PERA En	PERA Employer Share Total:	1,149.76
0	01/08/2015	Water Fund	Professional Services	Gopher State One Call	FTP Tickets	87.85
AP-Checks for Ap	AP-Checks for Approval (1/22/2015 - 8:11 AM)	8:11 AM)				Page 48

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
76404	01/20/2015	Water Fund	Professional Services	KorTerra Inc.	KorWeb Mobile Fee	350.00
				Profession	Professional Services Total:	437.85
76331	01/08/2015	Water Fund	St. Paul Water	St. Paul Regional Water Services	Water	322,882.84
				St. Paul Water Total:	ater Total:	322,882.84
0 0	01/06/2015 01/06/2015	Water Fund Water Fund	State Income Tax State Income Tax	MN Dept of Revenue-Non Bank MN Dept of Revenue-Non Bank	PR Batch 00001.01.2015 State Incom PR Batch 00001.01.2015 State Incom	267.10 396.09
				State Incor	State Income Tax Total:	663.19
0	01/07/2015	Water Fund	State Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	1,700.49
				State Sales	State Sales Tax Payable Total:	1,700.49
76317	01/08/2015	Water Fund	State surcharge - Water	MN Dept of Health	Water Servieve Connection Fee-4th Ç	16,265.70
				State surch	State surcharge - Water Total:	16,265.70
76334	01/08/2015	Water Fund	Telephone	T Mobile	Cell Phones-Acct: 876644423	1,030.58
				Telephone Total:	Total:	1,030.58
76290 76290	01/06/2015 01/06/2015	Water Fund Water Fund	Union Dues Deduction Union Dues Deduction	Local Union 49 Local Union 49	PR Batch 00001.01.2015 IOUE Union PR Batch 00001.01.2015 IOUE Union	74.80
				Union Due	Union Dues Deduction Total:	183.20
0 0	01/14/2015 01/14/2015	Water Fund Water Fund	Vehicles & Equipment Vehicles & Equipment	Ziegler Inc Ziegler Inc	Caterpiller Caterpillar 305E - Mini Hydraulic Ex	-7,000.00 34,475.33
				Vehicles &	Vehicles & Equipment Total:	27,475.33
0	01/07/2015	Water Fund	Water - Roseville	City of Roseville- Non Bank	November Water	4,191.06
				Water - Rc	Water - Roseville Total:	4,191.06
76297	01/08/2015	Water Fund	Water Meters	Batteries Plus Bulbs	Meter Van Supplies	17.97
AP-Checks for App	AP-Checks for Approval (1/22/2015 - 8:11 AM)	8:11 AM)				Page 49

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				Water	Water Meters Total:	17.97
				Fund Total:	- Otal:	386,280.36
0	01/08/2015	Workers Compensation	Fire Department Claims	SFM-Non Bank	December Work Comp Claims	366.00
				Fire D.	Fire Department Claims Total:	366.00
76364 0	01/14/2015 01/20/2015	Workers Compensation Workers Compensation	Insurance Insurance	Mn Dept of Labor & Industry WCRA	Special Compensation Fund Assessme 2015 Work Comp Reinsurance Premit	1,380.00 5,130.49
				Insurai	Insurance Total:	6,510.49
0	01/08/2015	Workers Compensation	Police Patrol Claims	SFM-Non Bank	December Work Comp Claims	811.92
				Police	Police Patrol Claims Total:	811.92
0	01/20/2015	Workers Compensation	Professional Services	SFM Risk Solutions	Work Comp Administration	120.00
				Profes	Professional Services Total:	120.00
0 0	01/20/2015 01/08/2015	Workers Compensation Workers Compensation	Water Department Claims Water Department Claims	SFM Risk Solutions SFM-Non Bank	Work Comp Administration December Work Comp Claims	173.00 915.22
				Water	— Water Department Claims Total:	1,088.22
				Fund Total:	lotal:	8,896.63
				Report	Report Total:	2,538,987.40

# REQUEST FOR COUNCIL ACTION

Date: January 26, 2015

Item No.: 8.j

Department Approval

City Manager Approval

Item Description: Approve Resolution Awarding Bid for 2015 Meter Replacement Project

## BACKGROUND

2

4

5

6

8

9

10

11

12

13 14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

The City Council authorized upgrading from a manual water meter reading system to an automated reading system (AMR) in October 2010. AMR technologies allow us to not only remotely read the water meters, but they are designed to be an effective approach in reducing operating costs, enhancing customer service, and mitigating risk. We are realizing these benefits with just over 4,000 new meters and radios already installed. Many customers are appreciative of the enhanced customer service, such as immediate leak detection and detailed usage history. Reading and collecting data from the meters not yet upgraded, however continues to be a laborintensive and costly process.

At its November 10, 2014 meeting, the City Council approved the purchase of 4,400 meters and radios to avoid inflationary cost increases for the completion of the replacement of all water meters in the city.

## DISCUSSION

The implementation plan originally was to complete commercial upgrades first, then move on to residential customers. Currently, all commercial properties and 32% of residential accounts are upgraded to AMR equipment. Our estimated completion date was the end of 2016. With each account we implement, we have immediate access to detailed data to improve customer service. If we continue down our current path, it is going to be a challenge to hit our targeted goal to provide all customers and the City this benefit by the end of 2016. We have committed one FTE staff person installing new meters and radios. However, obstacles such as last winter's frozen services and water breaks and other unforeseen issues are making it difficult to upgrade as fast as we would like. To meet our initial target completion we would need to commit two FTE staff to installing meters and radios and significant additional hours from other administrative staff for scheduling and data entry. By purchasing all the meters and radios needed to finish the upgrade as a single purchase, and contracting out scheduling and installation, we would not only realize the substantial meter and radio cost savings, but we would also save on administrative costs associated with a longer upgrade process. Staff requested coming back to the Council at a subsequent meeting to present meter installation contractor costs. Estimated numbers showed the cost to be around the \$50 to \$65 range per installation. Staff has now solicited bids for meter and radio installation from three known local firms that have done these types of projects.

Staff requested a bid alternate to include sump pump inspections during the meter replacement appointment. Inflow and infiltration (I/I) reduction and elimination continues to be a priority for the City. The Metropolitan Council Environmental Services (MCES) requires communities with excess I/I to invest in local reduction remedies such as disconnecting sump pumps and

foundation drains from sanitary sewers and repairing leaky sanitary sewer pipes. To urge compliance, MCES incorporated surcharges for communities with excess I/I. Roseville, along with 74 other cities, was identified as a contributor of excess I/I. The bid alternate for this project includes a basic sump pump inspection while the contractor performs the meter replacements. The sump pump inspections would be a brief questionnaire with the following questions asked: Does the home have a sump pump, where does the sump pump discharge to, does the sump basket have a solid cover, is the discharge piping rigid material and is an extension cord used?

The bid alternate provided by Ferguson Waterworks is a cost-effective method in which to complete sump pump inspections and gather information on the homes we are installing water meters. Per City ordinance 802.08, it is illegal to have a sump pump connected to the sanitary sewer system. Completing sump pump inspections in residential homes will provide staff preliminary information on how many illegal connections there are, and whether this is a major contributing factor to the City's I/I problem. Staff will use the collected data to develop further I/I reduction plans in the City for recommendation to the City Council. Staff is also reviewing the Sanitary Sewer Ordinance for any updates that may be necessary to carry out the additional inspection.

The following three bids were opened on December 30, 2014:

Contractor	Cost per meter Installation	Total Meter Costs	Alternate per Sump Pump Inspection	Total Alternate	Project Total
Ferguson Waterworks	\$52.00	\$260,000	\$1.30	\$6,500	\$266,500
Midwest Testing	\$55.00	\$275,000	\$5.00	\$25,000	\$300,000
SL Serco	\$60.00	\$300,000	\$10.00	\$50,000	\$350,000

If the City Council approves the bid alternate, staff will review the existing ordinance with the City Attorney for any needed amendments to allow sump pump inspections to be completed. Amendments to the ordinance will be brought to the City Council at a future meeting.

## POLICY OBJECTIVE

To provide efficient, accurate metering and billing for water use and to provide excellent customer service to all utility customers. Based on past practice, the City Council has awarded contracts to the lowest responsible bidder. In this bid solicitation the lowest bidder is Ferguson Waterworks. A bid alternate was included in the event Council wishes to address inflow and infiltration (I/I) through sump pump inspections.

## FINANCIAL IMPACTS

Staff received three bids for the 2015 Meter Replacement Project. The low bid submitted by Ferguson Waterworks of \$266,500 for the meter replacements will be funded by the Water Utility Fund. The approximately \$100,000 of avoided price increases by purchasing the remaining meters and radios in 2014 will offset some of this contract cost. Their bid of \$6,500

for 5000 sump pump inspections will be funded by the Sanitary Sewer Utility Fund.

# 70 STAFF RECOMMENDATION

- Staff recommends Council award the 2015 Meter Replacement Project to Ferguson Waterworks
- for a price of \$260,000. Staff also recommends Council approve the alternate bid for the
- 73 inspection of sump pump connections at an additional cost of \$6,500, for a total project cost of
- 74 \$266,500.

78

# 75 REQUESTED COUNCIL ACTION

- Motion approving a resolution awarding Project Total for the 2015 Meter Replacement Project
- in the amount of \$266,500.00 to Ferguson Waterworks.

Prepared by: Duane Schwartz, Director of Public Works

Attachment: A: 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 26th day of January, 2015, at 6:00 p.m.

3 4

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 METER REPLACEMENT PROJECT

WHEREAS, pursuant to advertisement for bids for the improvement, according to the plans and specifications thereof on file in the office of the Manager of said City, said bids were received on Tuesday, December 30, 2014, at 3:00 p.m. opened and tabulated according to law and the following bids were received complying with the advertisement:

	Base Bid	Alternate Bid
Contractor		(with sump pump inspection)
Ferguson Waterworks	\$260,000	\$266,500
Midwest Testing	\$275,000	\$300,000
SL Serco	\$300,000	\$350,000

WHEREAS, it appears that Ferguson Waterworks, is the lowest responsible bidder at the tabulated base bid price of \$260,000, and also the lowest responsible bidder considering the Alternate bid at a price of \$266,500.

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 Ferguson Waterworks, Inc. for \$266,500 in the name of the City of Roseville for the above work 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

next lowest bidder shall be retained until contracts have been signed.

any deposits made with their bids except the deposits of the successful bidder and the

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

37

- 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
- 40 following voted against the same: .

41

42 WHEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA	<b>A</b> )	
	) ss	S
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 26th day of January, 2015, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 26th day of January, 2015.

Patrick Trudgeon, City Manager

(SEAL)

# REQUEST FOR COUNCIL ACTION

Date: 1/26/2015 Item No.: 12.a

Department Approval

City Manager Approval

Cttop K. mille

Item Description: Public Hearing to Consider the Transfer of an On-Sale 3.2% Malt Liquor License

to Pleasant Valley Sunrise Group, LLC (Aurelio's Pizza).

### BACKGROUND

Pleasant Valley Sunrise Group, LLC is in the process of acquiring Aurelio's Pizza located at 2827 Hamline Avenue. Pleasant Valley Sunrise Group, LLC intends to continue operating under the existing trade name, Aurelio's Pizza, upon the transfer of the license.

4 5

Under State Statute 340A.412 and City Code Chapter 302.07B, the acquisition of a licensed location is effectively categorized as a transfer of an existing license; for which City Council consent is required. The City Code reads as follows:

8 9 10

11

12

13

14

15

**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)

16 17 18

Specific to City Code, Pleasant Valley Sunrise Group, LLC's application materials are considered complete and in full compliance with City documentation requirements.

192021

22

Neither State Statute nor City Code limits the number of licenses that can be issued for On-Sale 3.2% Malt Liquor licenses.

#### 23 POLICY OBJECTIVE

State Statute and City Code permit the transfer of a liquor license with City Council consent.

### 25 FINANCIAL IMPACTS

Not applicable.

### 27 STAFF RECOMMENDATION

- 28 City Staff recommends that the City Council approve the transfer of the On-Sale 3.2% Malt Liquor
- license from Aurelio's Pizza to Pleasant Valley Sunrise Group, LLC, pending successful background
- 30 checks.

### REQUESTED COUNCIL ACTION

Motion to approve the transfer of the On-Sale 3.2% Malt Liquor license from Aurelio's Pizza to Pleasant Valley Sunrise Group, LLC, pending successful background checks.

34 35

31

Prepared by: Chris Miller, Finance Director

Attachments: A: Application from Pleasant Valley Sunrise Group, LLC (Aurelio's Pizza)



# Minnesota Department of Public Safety Alcohol and Gambling Enforcement Division (AGED)

444 Cedar Street, Suite 222, St. Paul, MN 55101-5133 Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

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

Cities and Counties: license types:	1) City issued on sale	intoxicating and Su	sign this form to certify the issua anday liquor licenses off sale malt liquor licenses	nce of the following liquor
Name of City or Coun	ty Issuing Liquor Licens	e_Roseville	License Period From:Jar	1 1 2015 To: Dec 31 2015
Circle One: New Lice	ense License Transfer	Aurelio's Pizza (former licensee		ion Cancel(Give dates)
License type: (circle a	Il that apply) On Sale	Intoxicating	Sunday Liquor 3.2% On s	ale 3.2% Off Sale
Fee(s): On Sale Licens	se fee:\$Sunda	y License fee: \$	3.2% On Sale fee: \$ 100	0.003.2% Off Sale fee: \$
Licensee Name: Plea	asant Valley Sunrise poration, partnership, LLC, o	Group LLC DO r Individual)	B Social Security	#
Business Trade Name	AURELIO'S PIZZA	Busines	s Address 2827 Hamline Av	e City Roseville
Zip Code 55113 Co	ounty Ramsey Busin	ess Phone 651-6	36-1730 Home Phone	
Home Address 517 [		City Champlin		MN Tax ID # 3810364
Licensee's Federal Ta	(To apply call IRS 8		mplete the following for each pa	(To Apply call 651-296-6181)
Randall Jerome		ership, or ELC, co	implete the following for each pa	rther/officer.
Partner/Officer Name (First	to being out to be a first	DOB	Social Security #	Home Address
Jerice Eleen Sta				
(Partner/Officer Name (Fin	st Middle Last)	DOB	Social Security #	Home Address
Partner/Officer Name (First	st Middle Last)	DOB	Social Security #	Home Address
must contain all of the	following:		iability Insurance to this form. T	
2) Cover completely t	he license period set by	the local city or co	unty licensing authority as show	n on the license.
Circle One: (Yes No)	During the past year h	as a summons been	issued to the licensee under the	Civil Liquor Liability Law?
Workers Compensatio	n Insurance is also requ	red by all licensees	s: Please complete the following	;:
Workers Compensation	n Insurance Company N	lame: Ram Mutu	al Insurance Co. Policy # W	/C 314836.00
I Certify that this licer City Clerk or County		in an official meet	ing by the governing body of the	e city or county. Date
			(mic)	

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



Date: 1/26/2015 Item No.: 12.b

Department Approval

Cttyl K. mill

City Manager Approval

Item Description: Public Hearing to Consider the Approval of an On-Sale Wine License for

Pleasant Valley Sunrise Group, LLC (Aurelio's Pizza) located at 2827 Hamline

Avenue.

### BACKGROUND

4

5

8

21

Under City Code, a public hearing is required to consider approving liquor licenses for the current calendar year. The City has received an application for a 2015 Liquor License as follows:

❖ Pleasant Valley Sunrise Group, LLC dba Aurelio's Pizza – On-Sale Wine License

Neither State Statute nor City Code limits the number of licenses that can be issued for On-Sale Wine licenses.

### POLICY OBJECTIVE

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

### 12 FINANCIAL IMPACTS

The revenue that is generated from the license fees is used to offset the cost of police compliance checks, background investigations, enforcement of liquor laws, and license administration.

### 15 STAFF RECOMMENDATION

16 City Staff recommends that the City Council approve Pleasant Valley Sunrise Group, LLC's request for 17 an On-Sale Wine License located at 2827 Hamline Avenue, pending successful background checks.

### 18 REQUESTED COUNCIL ACTION

Motion to approve Pleasant Valley Sunrise Group, LLC's request for an On-Sale Wine License located at 2827 Hamline Avenue, pending successful background checks.

Prepared by: Chris Miller, Finance Director

Attachments: Application from Pleasant Valley Sunrise Group, LLC (Aurelio's Pizza)





## Minnesota Department of Public Safety Alcohol and Gambling Enforcement Division 444 Cedar Street, Suite 222, St. Paul, MN 55101 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

# APPLICATION FOR COUNTY/CITY ON-SALE WINE LICENSE

(Not to exceed 14% of alcohol by volume)

TALLED COLLISCHDARION HIS	urance company	name <u>Rar</u>	n Mutual Insu	irance Compa	ny Poli	cy Numbe	r WC 31	4836.00
icensee's MN sales and Us				Licensee	's Federal Ta	ax ID # _4	7-1953205	
Applicants Name (Business, Pleasant Valley Sunrise Gro	, Partnerships, Co oup LLC	rporation		Trade Name o Aurelio's Pizz				
Business Address 2827 Hamline Ave				Business Pho 651-636-173			Applicant 612-209-	
City Roseville				County Ramsey			State MN	Zip Code 55113
s this application  New or a Transfe	If a transfer, giv				11	License P From 1/	1/2015	To 12/31/15
f a corporation, give name, title, a	address and date of b	irth of each of	ficer. If a partner	ship, LLC, give na	me, address ar	id date of bit	OB	SSN
Partner/Officer Name and t Randall J Stawski CEO	title	Address		· · · · · · · · · · · · · · · · · · ·				SSN
Partner/Officer Name and t Jerice E Stawski Manage	title er/Secretary	Address	~ !*!				ОВ	
Partner/Officer Name and t	title	Address				C	OB	SSN
Partner/Officer Name and t	title	Address				E	ОВ	SSN
		<u> 1</u>	CORPO	RATIONS				
Date of incorporation 09/18/2014	State of incorpo	ration	Certificate N 7835967000	umber	ls corporat Minnesota			o business in
If a subsidiary of another c	orporation, give	name and a	ddress of par	ent corporatio	on			
			BUILDING AN	D RESTAURANT				
Name of building owner Presbyterian Homes & Ser	rvices			Owner's add	lress ne Ave N			
Presbyterian Homes & Ser Are property taxes delingu	ent Has the buil	iith tha ann	any connecti	Owner's add 2845 Hamlin	ress ne Ave N staurant sea 65			
Presbyterian Homes & Ser Are property taxes delingu Yes No Number of restaurant emp	ent Has the buil	iith tha ann	any connecti	Owner's add 2845 Hamlin	ress ne Ave N staurant sea 65	rvice be t		
Presbyterian Homes & Ser Are property taxes delingu Yes No Number of restaurant emp 10 Describe the premises to be	or indirect voloyees Number 12	iith tha ann	any connecti	Owner's add 2845 Hamlin	lress ne Ave N staurant sea 65 Will food se	rvice be t		
Presbyterian Homes & Ser Are property taxes delingu Yes No Number of restaurant emp 10	or indirect voloyees Number 12 per licensed	of months	any connecti licant?	Owner's add 2845 Hamlii on, direct Res No urant is open	Iress ne Ave N staurant sea 65 Will food se X Yes	rvice be t		
Presbyterian Homes & Ser Are property taxes delingu Yes No Number of restaurant emp 10 Describe the premises to k Sit Down Pizza Restauran If the restaurant is in conju	or indirect voloyees Number 12 pe licensed nt unction with ano	of months of months of months of months of the contract of the	any connecti dicant?  Ye per year resta ss (resort etc.)	Owner's add 2845 Hamlin on, direct Res No urant is open	Iress ne Ave N staurant sea 65 Will food se X Yes	rvice be t	he princip	al business?
Presbyterian Homes & Ser Are property taxes delingu Yes No Number of restaurant emp 10 Describe the premises to k Sit Down Pizza Restauran If the restaurant is in conju NO LICENSE V Yes No Has the a	or indirect voloyees Number 12 pe licensed nt with ano with ano pplicant or association with an another policant or association with another policies and the polic	ther busines	any connecti licant?  Ye per year resta ss (resort etc.) EASED UNTI granted an or	Owner's add 2845 Hamlin on, direct Res No urant is open , describe bus L THE \$20 REs resale malt liquid	Iress ne Ave N staurant sea 65 Will food se X Yes siness TAILER ID C	ARD FEE	ne princip	al business?  /ED BY AGED
Presbyterian Homes & Ser Are property taxes delinguery Yes No Number of restaurant empt 10 Describe the premises to be Sit Down Pizza Restaurant If the restaurant is in conjuing NO LICENSE Very No Has the a license in Yes No Is the approximation of the property will issue (if the approximation)	or indirect voloyees Number 12 per licensed nt unction with ano pplicant or association of this license? If you plicant is the spo	ther busines ther busines ther busines the been on this wines the associates, in what cuse of a me	any connection of the connecti	Owner's add 2845 Hamlin on, direct Res No urant is open , describe bus L THE \$20 RE asale malt liquidation a memiliar control of the second of	Iress ne Ave N staurant sea 65 Will food se X Yes siness TAILER ID Coor (3.2) and	ARD FEE	IS RECEIV	al business?  /ED BY AGED  city council, which
Presbyterian Homes & Ser Are property taxes delinguery Yes No Number of restaurant emp 10 Describe the premises to be Sit Down Pizza Restaurant If the restaurant is in conjuery Yes No Has the a license in Yes No Is the approximation of the approximation of the sepsion of the	or indirect voloyees Number 12 per licensed nt unction with ano policant or association of this license? If you plicant is the spot yote on this applicant or association with the spot yote on this applicant is the spot you will not applicant is the spot you will not y	ther busines ther busines ther busines the Busines this wines the associates, in what couse of a me ication. ar, has a sur	ss (resort etc.)  EASED UNTI granted an or license? es in this appl capacity? mber of the g	Owner's add 2845 Hamlin on, direct Res No urant is open describe bus L THE \$20 REsistale malt liquid ication a memory overning bod issued under the sale male of the sale was a sale male and the sale male and the sale male and the sale male and the sale was a sale male and the sale an	iress ne Ave N staurant sea 65 Will food se X Yes siness TAILER ID Coor (3.2) and ber of the coor (3.7) and by, or another the liquor coor	ARD FEE	IS RECEIV up" ard or the elationship	red business?  FED BY AGED  city council, which  p exists, the member  hop)(M.S. 340A.802). I

Yes No Does any person other than the appl licensed premises? If yes, give name:	icants, have any right, title or interest in the f s and details.	urniture, fixtures or equipment in the
Yes X No Have the applicants any interests, dir name and address of establishment.	rectly or indirectly, in any other liquor establis	hments in Minnesota? If yes, give
I CERTIFY THAT I HAVE READ THE ABOVE QUESTION	ONS AND THAT THE ANSWERS ARE TRUE A	ND CORRECT TO THE BEST OF MY
(Karlall & Sawali	Dec. 192	2014
Signature of Applicant	Date	
The licensee must have one of the following:  Liquor liability insurance (Dram Shop) \$50,000 pe \$50,000 and \$100,000 for loss of means of support	er person; \$100,000 more than one person; \$1 rt. Attach "CERTIFICATE OF INSURANCE" to	0,000 property destruction; this form.
C A surety bond from a surety company with minim		
C A certificate from the state treasurer that the licer \$100,000 in cash or securities.	nsee has deposited with the state, trust funds	s having a market value of \$100,000 or
IE I ICENSE IS ISSUIFO	BY THE COUNTY BOARD, REPORT OF COUNTY ATTO	RNEY
Yes No I certify that to the best of my knowl	edge the applicants named above are eligibl	e to be licensed. If no, state reason.
	Country	Date
Signature County Attorney	County	
REPO	DRT BY POLICE OR SHERIFF'S DEPARTMENT	- C for any violation
This is to certify that the applicant and the associates of laws of the State of Minnesota, Municipal or Coun	- named barein have not been convicted wit	hin the past five years for any violation except as follows:
Signature	Department and Title	Date
	IMPORTANT NOTICE	,

IMPORTANT NOTICE

ALL RETAIL LIQUOR LICENSEES MUST REGISTER WITH THE ALCOHOL, TOBACCO TAX AND TRADE BUREAU. FOR INFORMATION CALL 513-684-2979 OR 1-800-937-8864

A \$30.00 service charge will be added to all dishonored checks. You may also be subjected to a civil penalty of \$100.00 or 100 % of the value of the check, whichever is greater, plus interest and attorney fees.

# REQUEST FOR COUNCIL ACTION

Date: 1/26/2015 Item No.: 13.a

Department Approval

City Manager Approval

Cttyl K. mill

Item Description: Receive a Summary Recap of the 2015 Adopted Tax Levy and Budget

### BACKGROUND

During the 2015 budget process, the Council indicated a desire to receive a summary recap of the formal actions taken on the tax levy and budget and to revisit the projected budget surplus from 2014.

A brief summary for each of these items is presented below.

### Projected 2014 Budget Surplus

In early December, Staff projected a 2014 General Fund budget surplus of approximately \$200,000. The projected surplus was calculated by observing aggregate expenditures through November and extrapolating that amount over the remainder of the year. At the time, it was noted that the City typically incurs over \$1 million dollars in expenditures during the months of December and January that need to be recorded in 2014 before an accurate measure of the surplus can be determined.

11 12 13

14

15

16

5

6

7

9

10

Based on known expenditures through January 16th, it appears that the 2014 General Fund budget surplus will be closer to \$225,000. Again, this estimate could change over next month as final payments and audit corrections for 2014 are recorded. The surplus was largely the result of less-than-expected personnel costs due to staff turnover, which was somewhat offset by lower-than-expected tax collections due to valuation appeals.

171819

Employee positions that remain unfilled for a period of time create vacancy savings. Additional savings are also realized when the City hires less-experienced staff that begin at the lower end of the pay scale compared to the previous employee that held the position.

212223

24

25

26

20

With this amount, the unrestricted General Fund cash reserve would be approximately \$5,991,480, for a reserve level of 43% compared to the 2015 General Fund Budget. The City's Cash Reserve Policy calls for reserve level of 35-45% of the Budget. The 2015 Budget projects a draw-down of these reserves in the amount of \$375,500. If this proves accurate, the cash reserve level would be at 40% by the end of 2015.

272829

30

31

### 2015 Tax Levy

As adopted on December 8, 2014, the 2015 Tax Levy was \$18,276,902, an increase of \$273,181 or 1.5%. This was \$382,148 lower than the amount presented at the truth-in-taxation hearing, and \$617,648 lower than the amount presented in the City Manager Recommended Budget.

32 33 The \$382,148 final levy reduction made in December was enacted in conjunction with the draw-down of *additional* General Fund and License Center Fund reserves above and beyond what had already been programmed into the Recommended Budget. The Budget was already reliant on \$175,500 in reserves from General Fund and \$141,275 from the License Center before the additional amounts were committed on December 8<sup>th</sup>. In total, the 2015 Budget is relying on nearly \$700,000 in cash reserves to sustain day-to-day operations.

With this action, the General and License Center Funds will remain in compliance with the Counciladopted cash reserve policy. However, it will require some consideration in future budget cycles to achieve structurally balanced budgets.

A summary of the tax levy increase is shown in the table below.

2014 Tax Levy	\$	18,003,721
2015 Lawy Padyations		
2015 Levy Reductions	d.	(57,000)
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 Before Use of Reserves	\$	655,329
Less Additional Use of General Fund Reserves	\$	(200,000)
Less Additional Use of License Center Fund Reserves	\$	(182,148)
2015 Tax Levy	\$	273,181
% Increase		1.5%

For a median-valued home that experiences an 11% valuation increase (citywide average), the property tax impact will be \$4.89 per month, an increase of 7.5%.

Staff will note that the Council also made changes to the utility rates in 2015 which resulted in a reduction of \$0.89 per month for a typical single-family home. When combined with the property tax impact, a typical home will pay an additional \$4.00 per month. This is depicted in the chart below.

59 60

58

60

	2014	2015	Increase	%
Property Tax	\$ 64.85	\$ 69.75		
Utility Bill	57.37	56.47		
Total	\$ 122.22	\$ 126.22	\$ 4.00	3.3 %

61 62

63

64

65

2015 Budget

As adopted on December 8, 2014 the 2015 Budget is \$52,045,290. The Budget for the <u>tax-supported</u> 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%.

666768

Spending increases in the <u>tax-supported</u> programs including capital is shown in the table below.

69

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%

70

71

75

77

78 79

### POLICY OBJECTIVE

72 Not applicable.

### 73 FINANCIAL IMPACTS

Not applicable.

### STAFF RECOMMENDATION

76 Not applicable.

### REQUESTED COUNCIL ACTION

For information purposes only. No formal Council action is required.

80 Prepared by: Chris Miller, Finance Director

Attachments: A: Not applicable

Date: January 26, 2015
Item: 14.a
Approve/Deny Aurelios Transfer
of Ownership
Please See Item: 12.a

Date: January 26, 2015
Item: 14.b
Approve/Deny On Sale Wine
Application by Pleasant Valley
Sunrise Group
Please see item 12.b

# REQUEST FOR COUNCIL ACTION

Date: 1-26-15 Item No.: 14.c

Department Approval

City Manager Approval

Para / Truger

SBM

Item Description: Park and Recreation Renewal Program Natural Resource Restoration Project

**Update and Accept Grants** 

### **BACKGROUND**

As a component of the approved Park and Recreation Renewal Program (Renewal Program) there is a \$1.5M Park System Natural Resource Restoration effort. Staff is working with Ecologist Paul Bockensted from Stantec Inc. to implement the program. The work began in the spring of 2014 and will continue through 2016.

5 6

2

3

Part of the agreement with Stantec, Inc. is for them to pursue appropriate grants and other potential outside funding sources for identified core and non-core projects in order to leverage as much of the approved budget and implement as much of the outlined program as possible.

9 10 11

8

The following two grants are part of outlined work program, have been awarded and are requested to be accepted:

12 13 14

15

16

1. A Department of Natural Resources Conservation Partners Legacy Grant in the amount of \$120, 966 for Natural Resource Restoration at Reservoir Woods and Central Park Lake Bennett. The total project budget is \$483,864 with a city match of \$362,898 proposed to be taken from the approved \$1.5M Renewal Program budget. The grant agreement is attached.

171819

2. A Capitol Region Watershed Grant in the amount of \$22,410 for Natural Resource Restoration at Villa Park. The total project budget is \$24,900 with a city match of \$2,490 proposed to be taken from the approved \$1.5M Parks and Recreation Renewal Program Budget. The grant agreement is attached.

222324

25

26

20

21

All projects in the Renewal Program have a two year maintenance agreement. After that, the site maintenance will be the responsibility of the city through the Capital Improvement Program. This is anticipated to be an ongoing discussion and effort by the city. Once the initial project and two years of maintenance is complete, if kept up, less extensive efforts will be anticipated.

272829

30

Mr. Bockensted and staff will be at your meeting to provide you with an update on public outreach efforts, volunteer/community engagement events, project progress and status, grant and outside funding status and discuss the proposed 2015 work plan.

### POLICY OBJECTIVE

These proposals are consistent with the City's Natural Resource Management Plan, Parks and Recreation System Master Plan and leveraging non-city money through grants to further City efforts.

353637

33

34

### **FINANCIAL IMPLICATION**

The grant awards combined are \$143,376. A total city match required combined is \$365,388. The City match is recommended to be taken from the approved \$1.5M Parks and Recreation Renewal Program Natural Resource Budget.

41 42

### STAFF RECOMMENDATION

Staff recommends accepting the Grant in the amount of \$120,966 from the Minnesota Department of Resources for Natural Resource Restoration for work at Reservoir Woods and Central Park Lake Bennett Lake and a Capital Region Watershed District Grant in the amount of \$22,410 for Natural Resource Restoration work at Villa Park. The projects are consistent with the approved program.

47 48

49

50

51

52

### COUNCIL ACTION REQUESTED

Motion authorizing the Mayor and City Manager to sign the necessary documents to accept a Conservation Partners Legacy Grant from the Minnesota Department of Natural Resources in the amount of \$120,966 for Natural Resource Restoration at Reservoir Woods and Bennett Lake in Central Park with a City cash match of \$362,898 to be taken from the approved \$1.5M Parks and Recreation Renewal Program Budget.

535455

56

57

Motion authorizing the Mayor and City Manager to sign the necessary documents to accept a Capital Region Watershed District Grant in the amount of \$22,410 for Natural Resource Restoration at Villa Park with a city cash match of \$2,490 to be taken from the approved \$1.5M Parks and Recreation Renewal Program Budget.

58 59 60

Prepared by: Jeff Evenson, Park Superintendent

Lonnie Brokke, Director

#### Attachments:

- A. Roseville Natural Resources Public Outreach
- B. Natural Resources Volunteer/Community Engagement Events
- C. Natural Resources Project Progress Chart
- D. Parks and Recreation Renewal Program Natural Resource Restoration Grants
- E. Department of Natural Resources Conservation Partners Legacy Agreement
- F. Capital Region Watershed District Agreement

## Attachment A

## **Roseville Natural Resources Public Outreach**

Section Title	INFORM Letter (CITY)	Public meeting	Park Patorns (CITY)	Park Patrons (CONTRACTOR)	Door-to-door contact (CITY)	Door-to-door contact (CONTRACTOR)	Comments
Section 1: Central Park Dale East	X						Work anticipated to begin in early 2015
Section 2: Central Park Lexington	х		х	х			Some initial shoreline and woodland restoration work completed in late fall/early winter 2014
Section 3: Langton Lake Park	х		х	х			Ongoing work, extension of work initiated c. 2010, plus expansion of woodland restoration work.
Section 4: Reservoir Woods Base							Work anticipated to begin in early 2015
Section 5: Villa Park	х		х	х		х	Initial woodland restoration work substantially completed in fall 2014. Select homes visited by contractor.
Section 6: Oasis Park	х		х	х			Shoreline restoration work begun and substantially completed in fall 2014
Section 7: Acorn Park	х	х	х	х	х	х	Homes immediately bordering park visited.
Section 8: Willow Pond Park	х			х	х		Shoreline restoration work begun in fall 2014

prepared 1-6-15

## **Roseville Natural Resources Volunteer/Community Engagement Events**

Park/Location	Time Frame	Description
Langton Lake	September 2014	Planting of 2,060 native woodland grass, sedge and flower plants in woodland areas at Langton Lake. This effort included nearly 30 volunteers from Stantec as part of their "Stantec in the Community" day event.
Central Park Dale East September 2014		Collection of seed by a group of AFSA high school students from native wildflower plants at Central Park Muriel Sahlin Arboretum. Seed will be used for restoration projects within City Parks natural areas during the Park Renewal Program Natural Resources Restoration.
ANTICIPATED EVENTS		
Acorn Park	January 2015	Gather and stack cut invasive/nonnative brush as part of woodland/savanna restoration at Acorn Park. Should conditions be unfavorable for this activity, volunteers will assist with broadcast seeding of native woodland/savanna grass, sedge and flower seed.
Reservoir Woods February 2015		Gather and stack cut invasive/nonnative brush as part of woodland/savanna restoration areas. Should conditions be unfavorable for this activity, volunteers will assist with broadcast seeding of native woodland/savanna grass, sedge and flower seed.
Central Park Lexington March 2015		Gather and stack cut invasive/nonnative brush as part of woodland/savanna restoration areas. Should conditions be unfavorable for this activity, volunteers will assist with broadcast seeding of native woodland/savanna grass, sedge and flower seed, or pulling garlic mustard plants.
Villa Park	April 2015	Planting of native hardwood tree seedlings in woodland restoration areas (and potentially pulling invasive, nonnative garlic mustard)
Willow Pond Park, Oasis Park, and/or Bennett Lake	May 2015	Shoreline restoration planting of native grass, sedge, flower potted plants by volunteers.
Willow Pond Park, Oasis Park, and/or Bennett Lake	June 2015	Shoreline restoration planting of native grass, sedge, flower potted plants by volunteers.
Central Park Muriel Sahlin Arboretum	July 2015	Native flower, grass and sedge plants in formal bed at arboretum. Planting is intented to serve as a seed orchard for native plants - seed will be collected from these plants by volunteer Parks Natural Resources Stewards and then used for natural resources restoration efforts in park natural areas.
Multiple Park Natural Areas	Fall/Winter 2015	restoration areas. Should conditions be unfavorable for this activity, volunteers will assist with broadcast seeding of native woodland/savanna grass, sedge and flower

prepared 1-6-15

# Progress Report: Roseville Natural Resources Restoration Projects\* (1.26.15)

								REST	ORATI	ON TY	PE/AC	TIVITY	•								
Park	W	/oodlai	nd	Praii	re/Sava	anna	s	horelir	ne	Stream			Wetland				Graphic Design				
	Initial cut/treat of invasive woody	Native seeding of grasses/flowers	Grow-in maintenance	Site preparation	Native seeding of grasses/flowers	Grow-in maintenance	Site preparation	Native seeding/Planting of grasses/flowers	Grow-in maintenance	Survey/data gathering	Site preparation	Native seeding/Planting of grasses/flowers	Grow-in maintenance	Survey/data gathering	Initial treat of vegetation	Hydrologic restoration	Native seeding/Planting of grasses/flowers	Grow-in maintenance	Interpretive signage planning	Graphic Design	Manufacture/install
Acorn Park	80%	80%	Р	100%	50%	Р	NA	NA	NA	NA	NA	NA	NA	100%	80%	Р	Р	Р			
Central Park Dale East	50%	50%	Р	Р	Р	Р	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA			
Central Park Lexington	50%	50%	Р	Р	Р	Р	80%	Р	Р	NA	NA	NA	NA	NA	NA	NA	NA	NA			
Langton Lake Park	100%	80%	35%	NA	NA	NA	100%	100%	0.35	NA	NA	NA	NA	100%	100%	Р	Р	Р			
Owasso Hills (NC)	Р	Р	Р	Р	Р	Р	NA	NA	NA	NA	NA	NA	NA	NA	Р	NA	Р	Р			
Oasis Park	NA	NA	NA	NA	NA	NA	100%	100%	15%	5%	Р	Р	Р	NA	NA	NA	NA	NA			
Reservoir Woods	5%	5%	5%	Р	Р	Р	NA	NA	NA	NA	NA	NA	NA	NA	Р	Р	Р	Р			
Villa Park	100%	50%	Р	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	100%	20%	Р	Р	Р			
Willow Pond Park	NA	NA	NA	NA	NA	NA	80%	Р	Р	NA	NA	NA	NA	NA	NA	NA	NA	NA			
Interpretive signage	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	10%	Р	Р

key: xx%=percent complete; P = pending work, NA = Not applicable/work type not planned for this park; NC = Non-core project

<sup>\*</sup>Additional, non-core projects may be added as additional grant funding is secured

## Attachment D

# Roseville Parks & Recreation Renewal Program - Natural Resource Restoration Grants

Park/Project	Core Project?	Grant Funding Agency	Grant Program	Grant funding request	City Match	Total	Grant Due date	Successful?	Notes
Langton Lake Kids Fishing Lake Habitat Restoration	Υ	MN DNR	MN DNR Conservation Partners Legacy Grant	\$89,168	\$9,908	\$99,076	9/15/2011	YES	Initial grant-funded work complete
Owasso Hills, Acorn Park, Bennett Lake (3 locations), Willow Pond	Y	Ramsey-Washington Metro Watershed District	Shoreline/Habitat Restoration Grants	\$30,000	\$85,500	\$115,500	8/13/2014	PENDING	Grant approved by RWMWD - Project pending negotiation/agreement between RWMWD and City of Roseville. Last contact between RWMWD/City November 2014
Various Park locations	Y	Ramsey Conservation District	Emerging Invasive Species Treatment Grant	\$4,590	\$1,531	\$6,121	9/4/2014	YES	Reimbursement for work done
Reservoir Woods, Central Park, Bennett Lake (Please see work plan for details)	Y, Plus others	MN DNR	MN DNR Conservation Partners Legacy Grant	\$120,966	\$362,898	\$483,864	9/19/2014		Work anticipated to proceed in mid- January 2015, pending approval by City Council
Capitol Regions Watershed District, Villa Pak Wetland Restoration	Y	Capitol Regions Watershed District	Habitat Restoration	\$22,410	\$2,490	\$24,900	10/10/2014		City applied for funds for Reservoir Woods and Villa Pak - Villa Park approved
		TOTAL GRANT AMOUNTS		\$267,134	\$462,327	\$729,461			As of 12/31/14

State Accounting Information PO Number: 30006 9979

# CONSERVATION PARTNERS LEGACY GRANT PROGRAM ENCUMBRANCE WORKSHEET

# City of Roseville Parks Wildlife Habitat Restoration

	/IFT Contract Doc. Type: /IFT Contract Line # (Annual Plans):					SWIFT Contra SWIFT Purcha		<u>88114</u> 300006997			
Agency R <b>29</b> (		Submitted <b>Kelly F</b>		Origin: A24		Vendor #: <b>00001977</b> :	14		ategory Code: <b>4101501</b>		
Total A	Amount of Con	tract for ALL years:	\$1	20,966	Total Amount	unt of Contract: \$ 120,966 Fo			or FY: <b>15</b>		
otal A	al Amount of Contract: For FY:			For FY:	Total Amount	t of Contract: \$		Fo	r FY:		
	ract Start D	_	pon Exe		Speedcha	art Name:					
onti	ract Expira	tion Date: Ju	ine 30, 2	018	Speedcha	art Number:					
ìran	tee Name a	and Address:	City	y of Roseville							
				50 Civic Cente	er Drive						
			Ros	seville, MN 5!	5113		-11	SION			
id y	ou remem	ber to:		_			Oly	SION Received			
			Yes	No			JAN	2 0 2015	11		
			X Yes [	∐ No Z Na			US FA	2 0 2015 W Artmin	-		
vork	on state la	ands?	Yes 🖸	7 110			AND WILL				
eed	of habitat	2015 CPL-M 1; work on publ portunities. S	ic lands	to improve h		game, and v	wildlife and				
ine	Budget/ Bond Year	Amount	Fund	FinDeptID	AppropID	Account	Statewide	Agency			
1	<b>15</b>	\$120,966	2300	R2936725	R296526	441352	Cost	2W205			
			Proje	ct/ Grant R	eporting Fur	nding Strin	g				
ine	PC Busines Unit	SS Pro	oject		Activity	Source Ty	rpe Ca	tegory	Sub-Categor		
	1										

tate Accounting Information PO Number:	

This page intentionally left blank



#### Attachment E

State Accounting Information PO Number: 300069979

# STATE OF MINNESOTA

# CONSERVATION PARTNERS LEGACY GRANT PROGRAM GRANT CONTRACT

# City of Roseville / Roseville Parks Wildlife Habitat Restoration

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources, ("State") and City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113 ("Grantee").

#### **Recitals**

- 1. Under Minnesota Laws 2014, Chapter 256, Article 1, Section 2, Subd. 5(m), and Minnesota Statute § 84.026 the State is empowered to enter into this grant.
- 2. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.
- 3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to <a href="Minn.Stat.§16B.98">Minn.Stat.§16B.98</a>, Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

### **Grant Contract**

### 1 Term of Grant Contract

- 1.1 Effective date: The date the State obtains all required signatures under Minn. Stat.§16B.98, Subd. 5. Per, Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 Expiration date: June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 2.4. Signage; 4.10. Land Acquisition Restrictions; 4.11. Real Property Interest Report; 11. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property Rights; 15. Data Compatibility and Availability Requirements; 16. Publicity and Endorsement; 17. Governing Law, Jurisdiction, and Venue; 23. Data Disclosure; and 24. Use of Funds for Match or Reimbursement.

### 2 Duties

#### **Grantee's Duties**

The Grantee, who is not a state employee, will:

- 2.1 Comply with required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4 (a) (1).
- 2.2 Perform each of the duties outlined in Attachment A, Work Plan, which is attached and incorporated into this grant contract. Any changes to the Work Plan must have prior written approval from the State's Authorized Representative.
- 2.3 Apply for and receive all necessary approvals and permits to complete the project and comply with all applicable local, state and federal laws, ordinances, rules, and regulations. This includes all legal restrictions and requirements contained in Minnesota Laws 2014, Chapter 256, Article 1, Section 2, and MN Statute 97A.056.
- 2.3 Meet all grant program requirements, as described in the FY2015 Conservation Partners Legacy Grant Program Request for Proposal- Expedited Conservation Projects Grant Cycle which is incorporated into this grant contract by reference. The Request for Proposal (RFP) may be located at <a href="http://files.dnr.state.mn.us/assistance/grants/habitat/cpl/fy15-ecp-rfp.pdf">http://files.dnr.state.mn.us/assistance/grants/habitat/cpl/fy15-ecp-rfp.pdf</a>.
- 2.4 Erect signage in accordance with Minnesota Laws 2014, Chapter 256, Article 1, Section 2, and MN Statute 97A.056. Signs have been designed and created and will be ordered and mailed to Grantee towards the end of the grant period. Grantee is not responsible for the cost of signs but is responsible for placing signs according to MN Laws.
- 2.5 Submit a progress report based on expenditures made and work performed during the previous year, in a form

Rev 10/14

prescribed by the State, by December 31 of each year during the term of this grant contract. A final report must be submitted prior to or with the request for final payment.

2.6 To provide match as pledged in the approved Work Plan in non-state cash or in-kind services for the costs incurred for the completion of the Project.

2.7 Follow all Invasive Species regulations, policies and procedures of the Department of Natural Resources (DNR) to prevent or limit the introduction, establishment, and spread of invasive species (see section 4.2). This requirement applies to all activities performed on all lands under this grant contract and is not limited to lands under DNR control or public waters.

### State's Duties

- 2.8 To provide Grantee up to \$120,966 for the costs incurred for the completion of the Project.
- 2.9 For grants over \$50,000, the State's Authorized Representative(s) or other designated State Representative will conduct at least one monitoring visit per grant period. For grants over \$250,000, these visits will be on an annual basis. A monitoring visit may be in person or by telephone.

### 3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

## 4 Project Requirements

- 4.1 **Vegetation Requirements.** All projects funded in whole or in part by this grant use only seed mixes or plant lists approved by the Land Manager of the project site. Approval by land manager should be kept on file by grantee for auditing purposes.
- 4.2 *Invasive Species Prevention*. The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during all activities performed on all lands under this grant contract. The grantee and/or hired contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee/contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee/contractor shall dispose of material cleaned from equipment and clothing at a location determined by the land manager. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The grantee/contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

- 4.3 Project Sites. All restoration and enhancement projects funded with this grant must be on land permanently protected by a conservation easement or public ownership or in public waters as defined in Minnesota Statutes, section 103G.005, subdivision 15.
- 4.4 Easement Requirements. All conservation easements acquired must:
  - (a) be permanent;
  - (b) specify the parties to an easement in the easement;
  - (c) specify all of the provisions of an agreement that are permanent;
  - (d) specify the habitat types and location being protected;
  - (e) where appropriate for conservation or water protection outcomes, require the grantor to employ practices retaining water on the eased land as long as practicable;
  - (f) specify the responsibilities of the parties for habitat enhancement and restoration and the associated costs of these activities;
  - (g) include a long-term stewardship plan and identify the sources and amount of funding

for stewardship and monitoring and enforcing the easement agreement;

- (h) identify the parties responsible for monitoring and enforcing the easement;
- (i) identify who the easement will revert to in the event the primary easement holder ceases to exist;
- (j) identify what easement monitoring standards will be used;
- (k) identify the holder of the stewardship endowment dedicated to the easement;
- (I) identify any restrictions, allowed structures, allowed activities, and reserved rights; and
- (m) be sent to the office of the State's Authorized Representative and Lessard-Sams Outdoor Heritage Council (hereinafter "LSOHC").

### 4.5. Restoration and Management Plan.

- (a) For all restorations, prepare and retain an ecological restoration and management plan that, to the degree practicable, is consistent with current conservation science and ecological goals for the restoration site. Consideration should be given to soil, geology, topography, and other relevant factors that would provide the best chance for long-term success and durability of the restoration. The plan shall include the proposed timetable for implementing the restoration, including, but not limited to, site preparation, establishment of diverse plant species, maintenance, and additional enhancement to establish the restoration; identify long-term maintenance and management needs of the restoration and how the maintenance, management, and enhancement will be financed; and use the current conservation science to achieve the best restoration.
- (b) The Restoration and Management Plan shall be prepared on a form provided by the State's Authorized Representative.
- 4.6 **Restoration and Management Plan for Acquisitions.** For new lands acquired, prepare a Restoration and Management Plan in compliance with 4.5, including identification of sufficient funding for implementation.
- 4.7 **Timely written contact of Conservation Corps Minnesota**. All grantees must give consideration to and make timely written contact with the Conservation Corps Minnesota or its successor for consideration of possible use of their services to contract for restoration and enhancement services. A copy of the written contact must be filed with the State's Authorized Representative within 10 days of grant execution.
- 4.8 **Pollinator Habitat Enhancement.** Habitat restoration or enhancement on DNR lands and prairie restorations using state funds must follow the DNR's **Specific Pollinator Best Management Practices**, which can be found at <a href="http://files.dnr.state.mn.us/natural resources/npc/2014 draft pollinator bmp guidelines.pdf">http://files.dnr.state.mn.us/natural resources/npc/2014 draft pollinator bmp guidelines.pdf</a> and are listed below:

### (a) Habitat Restoration Guidelines:

- Place pollinator habitat enhancement plantings on soil free of persistent pesticides harmful to pollinators.
- Pay attention to past and present insecticide use on and adjacent to the site so that appropriate mitigation can be applied.
- Emphasize pollinator planting efforts away from adjoining lands where there is potential for pesticide drift harmful to pollinators.
- Avoid clearing or burning fallen or dead tress when consistent with other objectives, as they contain
  potential nesting sites.
- Species selection should be guided by knowledge of the expected native plant communities on the site
  and any natural resource surveys (plants, invertebrates, soils, hydrology) that might inform the
  restoration effort.
- Refer to the pollinator tables for specific host species (available at http://files.dnr.state.mn.us/natural resources/npc/pollinator booklet single.pdf).
- Include a diverse mix of native flowers to attract a broad range of pollinators. Strive for at least three different pollinator supporting species within each of the three blooming periods (early, mid or late season).
- Plant some native bunch grasses (such as little bluestem).
- Plant selection should include plant species that support endangered, threatened, special concern or rare-pollinating species.

State Accounting Information	PO	Number:	
------------------------------	----	---------	--

 Avoid plant materials with seed, plant or soil sources that have been treated with neonicotinoid insecticides.

### (b) Stream Bank and Shoreline Guidelines:

- Plants attractive to pollinators can be used along waterways, but the planting should not interfere with the hydraulic function of the waterway and the primary objective of stabilizing the band against erosion.
- To enhance habitat for native bee communities, increase the diversity and number of flowering plants growing on a site and add nesting habitat. Consider pollinator needs when choosing trees for riparian forest buffers. For example, willow, dogwood and goldenrod benefit pollinators.
- Seed mixes can include legumes or other forbs that provide pollen and nectar for native bees. These
  sites may be able to support flowering forbs with higher water requirements and provide bloom later in
  the summer. Consult the native plant community pollinator tables for specific species (available at
  <a href="http://files.dnr.state.mn.us/natural">http://files.dnr.state.mn.us/natural</a> resources/npc/pollinator booklet single.pdf).
- Maximizing plant diversity along riparian corridors will result in more pollinators and other terrestrial insects that act as forage for fish.

### (c) Prescribed Disturbance- Fire/Mowing/Haying:

- Ensure that all known locations of rare insects are not disturbed in the same year.
- Avoid impacting more than half to two-thirds of a habitat type in the same year.
- Allow 3 to 10 years rest between disturbances to provide recovery time for pollinator populations.
- Vary the season when disturbances are conducted to prevent repeated impacts to the same species in the same location.
- When selecting refugia for pollinators, consider:
  - o If there are plant species that are known overwintering or egg-laying sites, include areas with these species within the refugia.
  - Within a management unit, ensure that refugia occur-within the unit's variety of "habitat types."
     When managing remnant habitats, ensure that at least a third remains unburned for two consecutive years at all time.
  - When management units include both remnant and restored habitats, ensure that refugia are created in both.
- If disturbance to the entire area is necessary to meet other management goals, subdivide the unit into at least two units and burn or mow or hay the areas several weeks apart so the whole unit isn't affected at once.
- When controlling invasive species or encroachment of woody species, target undesirable patches, leaving the rest of the habitat intact.
- Mowing should occur as high as possible to still meet the management goals in order to make the most
  of nesting or overwintering habitat left on site.

### (d) Invasive Species Control:

- Invasive plant species should be controlled, even if they serve as a pollen or nectar source.
- Avoid neonicotinoid insecticides.
- Select spot treatments over broadcast applications.
- Choose bio-control over pesticides in available.
- Insecticides and herbicides should be selected to be the most target-specific and applied on the smallest area practical to meet management objectives.
- Ensure that crews recognize target species.
- Spray in early morning or evening when bees and other pollinators are less active.
- Avoid pesticide application if wind speeds exceed 10 mph.
- Eliminate outlying populations of invasive species first and then work towards the center of the infestation.
- Monitor pesticides for dispersal by drift, erosion or runoff.

### (e) Conservation Grazing:

Limit the duration and intensity of grazing on sites so that residual cover is left after the livestock are

- removed if consistent with key management objectives.
- On larger units, set up grazing paddocks or regimes to rotate grazers within the site and allow for retention of some nectar and host plants. Alter the grazing cycle so any site is not grazed during the same time each year.
- Monitor grazing to create a range of habitat structures (height of plants) to create diversity.
- Where heavier grazing of a site is called for, leave one-third to half of the important habitats ungrazed.
- Manage grazing so that the more sensitive plant species that are prairie components do not decline.
- Insecticides used for parasite control in cattle are systemic and can impact beneficial insects as well as pests. The DNR is working with the state veterinarian, Board of Animal Health, and cattle producers to set up guidelines for parasite control that are sensitive to native insects and develop a list of acceptable products and practices.

### (f) Specific best management practices for forest management activities include:

- Avoid broadcast spraying of pesticides when other effective means of control are available; encourage the use of spot treatments.
- When managing for legacy elements (patches within a treatment area that retain native plant community representation), select areas to include as many plants as possible that produce pollen and nectar.
- Minimize impact to spring ephemerals.
- Maintain a variety of plant communities and conditions across the landscape.
- Retain standing dead and downed dead logs where possible to serve as nesting habitat for bees, as well
  as feeding habitat for beetle and hoverfly pollinators whose larvae are saproxylic.
- Design forest management activities to protect the soil (and thereby protect underground plant structures that serve to regenerate flowering plants and protect ground nesting pollinators from impact).
- When planting trees or shrubs consider floral resources for added spring and early summer blooming resources (For example, American basswood, serviceberry, and willow where ecologically appropriate).
- 4.9 **Acquisition Requirements.** For all fee-title and easement acquisitions. To ensure public accountability for the use of public funds, provide the following to the State's Authorized Representative and the L-SOHC:
  - (a) documentation of the selection process used to identify parcels acquired;
  - (b) documentation of all related transaction costs for all parties involved in the transaction, including but not limited to appraisals, legal fees, recording fees, commissions, other similar costs, and donations;
  - (c) a report of any difference between the acquisition amount paid to the seller and the state-certified or state-reviewed appraisal, if a state-certified or state-reviewed appraisal was conducted (acquisition data such as appraisals may remain private during negotiations but must ultimately be made public according to Minnesota Statutes, Chapter 13); and
  - (d) an analysis of increased operations and maintenance costs likely to be incurred by public entities as a result of the acquisition and of how these costs may be paid for. This analysis shall also be provided to the Commissioner of Management and Budget.
  - (e) All acquisitions and appraisals must follow Land Acquisition Procedures for Land to be Conveyed to DNR, or Land Acquisition Procedures for Land NOT to be Conveyed to DNR, which are incorporated into this grant agreement by reference. These documents may be located at <a href="http://www.dnr.state.mn.us/grants/habitat/cpl/land">http://www.dnr.state.mn.us/grants/habitat/cpl/land</a> acqisition.html.
    - (f) For all projects involving acquisitions to be conveyed to the DNR, a "Use of Funds Letter" allowing the State to utilize all designated DNR Land Acquisition Costs (per Work Plan) is incorporated into this grant agreement as Attachment B.

### 4.10 Land Acquisition Restrictions.

- (a) An interest in real property, including but not limited to an easement or fee title, must be used in perpetuity or for the specific term of an easement interest for the purpose for which the grant was made.
- (b) A recipient of funding who acquires an interest in real property subject to this subdivision may not

alter the intended use of the interest in real property or convey any interest in the real property acquired with the grant without the prior review and approval of the Lessard-Sams Outdoor Heritage Council or its successor. The council shall notify the chairs and ranking minority members of the legislative committees and divisions with jurisdiction over the outdoor heritage fund at least 15 business days before approval under this paragraph. The council shall establish procedures to review requests from recipients to alter the use of or convey an

interest in real property. These procedures shall allow for the replacement of the interest in real

i. the interest is at least equal in fair market value, as certified by the Commissioner of Natural Resources, to the interest being replaced; and

property with another interest in real property meeting the following criteria:

- ii. the interest is in a reasonably equivalent location and has a reasonably equivalent useful conservation purpose compared to the interest being replaced.
- (c) A recipient of funding must separately record a notice of funding restrictions in the appropriate local government office where the conveyance of the interest in real property is filed. The notice of funding agreement must contain:
  - i. a legal description of the interest in real property covered by the funding agreement;
  - ii. a reference to the underlying funding agreement;
  - iii. a reference to the Minnesota Statute § 97A.056 (Subd. 15 Land Acquisition Restrictions);
  - iv. the following statement: "This interest in real property shall be administered in accordance with the terms, conditions, and purposes of the grant agreement controlling the acquisition of the property. The interest in real property, or any portion of the interest in real property, shall not be sold, transferred, pledged, or otherwise disposed of or further encumbered without obtaining the prior written approval of the L-SOHC or its successor. The ownership of the interest in real property shall transfer to the state if: (1) the holder of the interest in real property fails to comply with the terms and conditions of the grant agreement or accomplishment plan\*; or (2) restrictions are placed on the land that precludes its use for the intended purpose as specified in the appropriation." [\*referred to as the Work Plan within the CPL grant program]

### 4.11 Real Property Interest Report. For all fee-title and easement acquisitions:

By December 1 each year following acquisition, Grantees must submit annual reports on the status of the real property to the L-SOHC or its successor in a form determined by the L-SOHC. If lands are acquired by fee with money from the outdoor heritage fund, the real property interest report must include a verification of the status of the hunting and fishing management plan for the lands acquired by fee. The responsibility for reporting under this Section may be transferred by the Grantee to another person or entity that holds the interest in the real property. To complete the transfer of reporting responsibility, the Grantee must:

- (a) inform the person to whom the responsibility is transferred of that person's reporting responsibility;
- (b) inform the person to whom the responsibility is transferred of the property restrictions under Section 4.8, Land Acquisition Restrictions;
- (c) provide written notice to the L-SOHC of the transfer of reporting responsibility, including contact information for the person to whom the responsibility is transferred. Before the transfer, the entity receiving the transfer of property must certify in writing to the L-SOHC, or its successor, acceptance of all obligations and responsibilities held by the prior owner. After the transfer, the person or entity that holds the interest in the real property is responsible for reporting requirements under this Section.

### 4.12 Initial Development of Land.

(a) Lands that will be conveyed to a state agency for long-term management must be brought up to the agency's minimum operating standards before being conveyed. The costs for this work must be identified in the Work Plan and may be paid for with grant or match funds.

State Accounting	Information	PO Number:
------------------	-------------	------------

- (b) For lands being transferred to the DNR as a WMA or AMA, follow the *Development Standards for WMAs/ AMAs* document, incorporated into this grant agreement by reference and can be found here: <a href="http://files.dnr.state.mn.us/assistance/grants/habitat/lessard\_sams/devt\_stand\_wmaama.pdf">http://files.dnr.state.mn.us/assistance/grants/habitat/lessard\_sams/devt\_stand\_wmaama.pdf</a>
- 4.13 **Revenues.** When a parcel of land that was previously purchased with outdoor heritage funds is transferred to the state, the owner of the land shall disclose to the LSOHC and Commissioner of Natural Resources:
  - (a) all revenues generated from activities on the land from the time the land was purchased with outdoor heritage funds until the land was transferred to the state;
  - (b) all holding costs associated with managing the land between the time of purchase with outdoor heritage funds and the time the land was transferred to the state; and
  - (c) the total net revenues as determined by subtracting the costs described in clause from the revenues described in clause (a).

### 5 Additional Restrictions

CPL funded projects may not be used as future mitigation for any loss or destruction of habitat.

### 6 Consideration and Payment

- 6.1 *Consideration*. The State will pay for all services performed by the Grantee under this grant contract as follows:
  - (a) *Compensation.* The Grantee will be paid according to the breakdown of costs contained in Attachment A, which is attached and incorporated into this grant contract. Partial payments are allowed. Grantees may vary by 10% between budget categories without prior approval from the State's Authorized Representative. Reasonable amounts may be advanced to accommodate cash flow needs or to match federal share. The advances must be approved in the Work Plan.
  - (b) *Travel Expenses*. Payment for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$0; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
  - (c) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$120,966.

### 6.2 Payment

(a) *Invoices*. The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted, on or before **3 pm local time**, **July 25**, **2018**. Invoices must include copies of appropriate documentation to prove the work has been completed. Invoices must be submitted in a timely manner and in the manner described in the CPL Payment Manual, which is incorporated into this grant contract by reference and can be found at:

http://files.dnr.state.mn.us/assistance/grants/habitat/lessard\_sams/grantee/payment\_manual.pdf

- (b) **Hold Back.** No less than 5% of the amount of the grant must be held back from payment until the grant recipient has completed a grant accomplishment report by the deadline in the form prescribed by and satisfactory to the State and LSOHC.
- (c) *Direct Expenditures.* Grant and match funds may only be used for the eligible direct expenditures as described in Attachment A. Indirect costs and institutional overhead costs are ineligible.
- (d) *Match Requirements Met.* All match requirements must have been fulfilled by the Grantee prior to final payment by the State.
- (e) Federal Funds. No Federal funds will be used.
- 6.3 Work assigned to the State. The Grantee may provide portions of the proceeds of this contract to the State. Work done by the State must be so specified in the Work Plan. A letter shall be sent to the State's

Authorized Representative and include: the specific area of the Work Plan authorizing the work; the portion of the proceeds to be used by the State; the name, title, address, phone number and e-mail address for the State's representative assigned to accomplish the work; the expected completion date of the work; and a brief description of the nature of the work sufficient as the basis for judgment of whether or not the work was accomplished. If the work authorized by the Grantee is acquisition of land or an interest in land, the amount made available to the State shall include the Grantee's proportionate cost of professional services to complete the acquisition. The Grantee's proportion shall be determined by the ratio of its contribution to the acquisition price as a portion of the whole acquisition price. The Grantee's proceeds available under Clause 8, Payment Procedures, of this contract shall be reduced by the amount provided for State use.

- 6.4 **Contracting and Bidding Requirements.** Per Minn. Stat.§471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.
  - (a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in <a href="Minn. Stat.§16C.28">Minn. Stat.§16C.28</a>, Subd. 1, paragraph (a), clause (2)
  - (b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat.§16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
  - (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat.§16C.28, Subd. 1, paragraph (a), clause (2) (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
  - (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals. Additional information on prevailing wage requirements is available on the Department of Labor and Industry (DOLI) website at <a href="http://www.dli.mn.gov/LS/PrevWage.asp">http://www.dli.mn.gov/LS/PrevWage.asp</a>. Questions about the application of prevailing wage rates should be directed to DOLI at 651-284-5091. The Grant recipient is solely responsible for payment of all required prevailing wage rates.

### 7 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work

State Accounting In	formation PO Numbe	r:
---------------------	--------------------	----

found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

# 8 Payment Procedures

- 8.1 **Documentation Requirements**. To obtain the payment approved for work under this grant contract, the grantee must follow all payment procedures documented within the CPL Payment Manual.
- 8.2 **Acquisition Documentation Requirements.** Eligible costs incurred in the purchase of real property or an interest in real property must have documentation submitted when asking for reimbursement. See *CPL Payment Manual, Land Acquisition Procedures for Lands Not to be Conveyed to DNR* and *Land Acquisition Procedures for Lands to be Conveyed to DNR* for documentation requirements.

# 9 Authorized Representative

The State's Authorized Representatives:

Kelly Pharis	Jessica Lee
Conservation Grants Specialist	CPL Program Coordinator
500 Lafayette Road Box #20	500 Lafayette Road Box #20
St. Paul, MN 55155	St. Paul, MN 55155
651-259-5174	651-259-5233
kelly.pharis@state.mn.us	jessica.lee@state.mn.us

or successor(s) have the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative(s) are:

Project Manager Fiscal Contact	
Jeff Evenson	Patrick Trudgeon
Parks Superintendent	City Manager
2660 Civic Center Drive	2660 Civic Center Drive
Roseville, MN 55113	Roseville, MN 55113
jeff.evenson@ci.roseville.mn.us	patrick.trudgeon@ci.roseville.mn.us
651-792-7102	651-792-7021

If the Grantee's Authorized Representative(s) changes at any time during this grant contract, the Grantee must immediately notify the State.

# 10 Assignment, Amendments, Waiver, and Grant Contract Complete

- 10.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.
- 10.2 **Amendments.** Any amendment to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.
- 10.3 *Waiver*. If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.
- 10.4 *Grant Contract Complete.* This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

# 11 Liability and Insurance

State Accounting	Information	PO Number:
------------------	-------------	------------

- 11.1 *Liability.* The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.
- 11.2 *General Insurance Requirements.* The Grantee shall not commence work under the contract until proof of insurance or compliance with insurance requirements has been met. Grantee must meet the insurance requirements applicable to grantee's project, listed within Section IV of the Project Information section of the FY2015 *Conservation Partners Legacy Grant Program Request for Proposal- Expedited Conservation Projects Grant Cycle*, which is incorporated into this grant contract by reference.
- 11.3 Worker's Compensation. The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

# 12 In the Event of a Lawsuit

- 12.1 An appropriation or portion of an appropriation from a legacy fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
- 12.2 Any grant contract or similar agreement that awards money from a legacy fund must contain the information in paragraph 11.1, Liability.

## 13 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

# 14 Government Data Practices and Intellectual Property Rights

14.1 Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

# 14.2 Intellectual Property Rights.

(a) Intellectual Property Rights. All rights, title, and interest to all intellectual property rights, including all copyrights, patents, trade secrets, trademarks, and service marks in the works and documents funded through the State of Minnesota Conservation Partners Legacy Grant Program, shall be jointly owned by the Grantee and the State. Works shall mean all inventions, improvements, or discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes or disks, conceived, reduced to practice, created, or originated by the Grantee, its employees and subcontractors, either individually or jointly with others, in the performance of this contract. Documents shall mean the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the Grantee, its employees, or

State	Accounting	Information	PO	Number:
-------	------------	-------------	----	---------

subcontractors, in the performance of this contract. The ownership interests of the State and the Grantee in the works and documents shall equal the ratio of each party's contributions to the total costs described in the Budget of this contract. The party's ownership interest in the works and documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the works and documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the works and documents.

# (b) Obligations

- 1. **Notification**: Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time, or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the Grantee and the State, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.
- 2. Representation: The Grantee shall perform all acts, and take all steps, necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Grantee and the State as agreed herein, and that no Grantee employee, agent, or contractor retains any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works and Documents infringe upon the intellectual property rights of others. The Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee shall, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works and Documents necessary and appropriate to obviate the claim. This remedy shall be in addition to, and not exclusive of, other remedies provided by law.

# (c) Uses of the Works and Documents.

The State and Grantee shall jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including Documents produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the Works, including Documents, shall be authorized without a future written contractual agreement between the parties.

# (d) Possession of Documents.

The Documents may remain in the possession of the Grantee. The State may inspect any of the Documents at any reasonable time. The Grantee shall provide a copy of the Documents to the State without cost upon the request of the State.

# 15 Data Compatibility and Availability Requirements

15.1 Data Compatibility. Data collected by the Projects funded under this contract that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments shall conform to the enterprise information architecture developed by the Office of Enterprise Technology (or its

successor). Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Land Management Information Center. A description of these data that adheres to the Office of Enterprise Technology (or its successor) geographic metadata standards shall be submitted to the Land Management Information Center to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, Chapter 13.

15.2 *Data Availability*. To the extent practicable, summary data and results of projects funded by this grant program should be readily accessible on the Grantee's website and identified as a Lessard-Sams Outdoor Heritage Council and Conservation Partners Legacy Grant Program project.

# 16 Publicity, Advertising and Endorsement

- 16.1 **Publicity**. Any publicity regarding the subject matter of this grant contract must identify the State and L-SOHC as the sponsoring agency. A copy of any publicity shall be furnished to the State's Authorized Representative upon its release. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.
- 16.2 **Endorsement**. The Grantee must not claim that the State endorses its products or services.

# 17 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

# 18 Accessibility and Safety

18.1 Accessibility. Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines, including the American with Disabilities Act (ADA). Accessibility guidelines and standards can be found at <a href="http://www.access-board.gov">http://www.access-board.gov</a>.

18.2 Safety. All programs must adhere to federal safety regulations, which can be found on the Occupational Health and Safety Administration's website at www.osha.gov/law-regs.html.

# 19 Subgrantees/ Vendor Services

If any subgrants or contracts for any portion of the work covered under this grant contract are made to another entity, the agreement with the subgrantee or contractor will contain all appropriate provisions of this grant contract. It is recommended that all Subgrantees/Contractors carry the same insurance as the Grantee. Subgrantee or Vendor services must follow requirements listed within the FY2015 Conservation Partners Legacy Grant Program Request for Proposal -Expedited Conservation Projects Grant Cycle; Application and Grant Award Information, Section IV, Subdivision F.

# 20 Purchase of Recycled or Recyclable Materials

The purchase of recycled, repairable, and durable materials must be in compliance with Minn. Stat. § 16B.121. The purchase and use of paper stock and printing must be in compliance with Minn. Stat. 16B.122.

# 21 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

21.1. The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

State	Accounting	Information	PO	Number:
June	ACCOMINING	minor middle	_	ITUIIINCI .

21.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

# 22 Termination

- 22.1 **Termination by the State.** The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 22.2 **Termination for Cause**. The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

# 23 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

# 24 Use of Funds for Match or Reimbursement

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

- (a) The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: CPL project name, CPL grant contract number, the amount of CPL grant funds to be used, location where CPL grant funds were or will be used, activity the grant funded, and current landowner. The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.
- (b) If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

# 25 Conflict of Interest

Under the Minnesota Department of Administration's Office of Grants Management Conflict of Interest Policy for State Grant Making (available at <a href="http://mn.gov/admin/images/grants">http://mn.gov/admin/images/grants</a> policy 08-01.pdf) and other applicable laws, Grantees must disclose actual, potential, perceived, and organizational conflicts of interest.

State Accounting Information PO Number: 3000069979

1. STATE ENCUMBRANCE VERIFICATION Individual certifies that funds have been encumbered as required by Minn. Stat. '§ 16A.15 and 16C.05.	3. DEPARTMENT OF NATURAL RESOURCES
Date: Jan. 20, 2015	By: with delegated authority
Purchase Order Number:	Name: Edward K. Boggess
3000069979	Title: Director, Division of Fish and Wildlife
Contract #: 88114	Date:
2. GRANTEE The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.	
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

Distribution:

DNR OMBS— Original Grantee Fiscal Contact — Original State's Authorized Rep. — Copy, Scan Grantee Project Manager - Scan

# Conservation Partners Legacy Grant Application#

Printed 2014-09-19

**Project Contact** 

Project Name: Roseville Parks Wildlife

Habitat Restoration

2660 Civic Center Drive

Organization Name: City of Roseville
Organization Type: Government

Mailing Address 1: Mailing Address 2:

 City:
 Roseville

 State:
 MN

 Zip Code:
 55113

Project Manager: Jeff Evenson

Title: Parks Superintendent

Phone: 651-792-7102

Email: jeff.evenson@ci.roseville.mn.us

# **Project Overview**

Sites / Location

County Name: Ramsey

Project Site Name: Reservoir Woods Bennett

Lake/Central Park

Total Project Sites: 2
Total Project Acres: 217

**Land Ownership** 

Primary Land Ownership: Local Government

Additional Land Ownerships:

Habitat

Primary Habitat Type: Fish, Game or Wildlife

Habitat

Additional Habitat Types:

Activities

Primary Activity: Restoration
Additional Activities: Enhancement

**Project Funding Summary** 

Grant Type: Metro

Grant Request Level: over \$25,000
Total Grant Amount \$120,966

Requested:

Total Match Amount Pledged: \$362,898
Additional Funding Amount: \$0
Total Project Cost: \$483,864

# **Project Summary**

# **Project Location Summary**

Primary County: Ramsey Primary Land Ownership: Local Government

Project Site Name: Reservoir Woods Bennett

Lake/Central Park

### **Habitat and Activity Summary**

Primary Habitat Type Fish, Game or Wildlife Total Project Sites: 2
Habitat Total Project Acres: 217

Primary Activity Restoration

### Summary

Roseville proposes to restore 106 acres of diverse wildlife habitat at two City-owned, open space Discovery Parks, including oak forest, savanna, prairie, emergent wetland and shallow lake shoreline. These habitats support remnant plant communities rare for an urban core area (within 3.5 miles of downtown St. Paul). Habitat will be improved for game species (especially wood duck), nongame species (birds and pollinators), as well as improve shoreline and near-shore habitat in Bennett Lake (a MN DNR kids Fishing In the Neighborhood lake). In 2002, the City of Roseville conducted a city-wide park system natural areas inventory and management planning project. The projects proposed in this grant represent priority projects identified in the resulting Parks Natural Resources Management Plan. Many residents have contacted the City and expressed strong support for restoration of rare remnant natural communities in the park system, especially the sand savanna at Reservoir Woods (in grant).

### **Problem Statement**

In 2002, the City of Roseville conducted a city-wide park system natural areas inventory and management planning project. The projects proposed in this grant represent priority projects identified in the resulting Parks Natural Resources Management Plan. Historic air photos, anectdotal reports from citizens, and regular monitoring conducted by natural resource professionals all document the incremental loss of functionality to the oak forest, oak sand savanna/prairie and wetland identified in this grant application for management. The City proposes management of these areas (especially the sand savanna/prairie) with a sense of urgency and the understanding that if they continue to go unmanaged for much longer the remnant native plant communities and wildlife habitat value will be lost. Bennett Lake is a shallow lake that is managed as a MN DNR kids Fishing In the Neighborhood (FIN) lake and is very heavily used by residents in the area to provide opportunities for youth angler recruitment and retention. As an urban lake, Bennett Lake experiences challenges with the Aquatic Invasive Species curlyleaf pondweed and runoff from adjacent areas. The City is planning to manage curlyleaf pondweed, starting in 2015 as part of another project but integrated with activities in this grant. Activities in this project will help improve the buffering capacity of upland areas adjacent to Bennett Lake, as well as wetlands in Reservoir Woods and Central Park.

# **Project Objectives**

The proposed project will restore the following native wildlife habitats: 85 acres of oak woodland/forest habitat 10.5 acres of prairie/savanna habitat 8.1 acres of emergent marsh/waterfowl habitat 1,167 Linear feet of Bennett Lake shoreline/fisheries habitat. Reservoir Woods is known to historically support a good diversity of wildlife, including pollinators. Indications are that there has been a significant reduction in pollinator numbers and species diversity in recent decades. Our objective is to dramatically reverse this trend by restoring diverse prairie, oak savanna, oak forest and emergent wetland. The remnant sand savanna/prairie at Reservoir Woods is one of a very few habitats of its kind in the Twin Cities. It is currently being overtaken by brush and trees - this project will reverse that trend. The 8-acre wetland proposed for restoration at Reservoir Woods has modest use by waterfowl (primarily wood ducks) and is generally dominated by nonnative plants of low wildlife value. We propose to restore native grasses, sedges, rushes, flowers and emergent plants to increase waterfowl and nongame wildlife habitat value. Currently, a local resident maintains multiple, predator-resistant wood duck boxes (~17) at the site that we feel are underutilized primarily due to limitations of quality wetland habitat and feeding opportunities. In preparation for restoration work within City park natural areas, the City conducted a competitive process to select an ecological restoration contractor to complete native wildlife habitat restoration work in our park system. Because the numbers represented in our budget were arrived at through a competitive bidding process, we feel they are cost-effective for the activities proposed. Likewise, the restoration tools, timing and method have been demonstrated in other projects to be effective. The City also developed a set of minimum performance standards that restoration work must meet. Through our performance standards, more than 90% of vegetative cover must be comprised of diverse native vegetation at any structural level within a natural community. The sites identified occur adjacent to other City-owned park open space natural areas. At Bennett Lak/Central Park, the project site occurs along a series of natural features elsewhere in the park as well as being connected to Lake Owasso. Reservoir Woods directly connects to McCarrons Lake and a Ramsey County Open Space site.

# Methods

Oak Forest/savanna and Prairie Habitat Restoration Oak woodland/forest areas are currently characterized by an abundance of invasive/nonnative brush. Proposed activities include hand cutting and treating brush around sensitive features followed by mechanical shredding in fall/winter 2014-15. This will be followed by seeding with local ecotype native grasses and flowers to provide quality habitat for a wide variety of wildlife. Our experience is that conducting native seeding at this point is critical to backfill any vacuum left after invasive brush is removed. It also helps build sufficient fuel for conducting prescribed burns - critical for long-term control of invasive brush. Seedlings of invasive brush and herbaceous species will be spot treated a minimum of four times each growing season, including a combination of spot spray/mow. Spot spraying is important to minimize damage to nontarget plants, particularly those with high wildlife/pollinator value. Shoreline areas along Bennett Lake are currently dominated by nonnative, invasive plants (especially reed canary grass). We will conduct a minimum of 3-4 site preparation steps to control the reed canary grass. This process is anticipated to include mowing, treatment with a grass-specific herbicide, prescribed burn and application of an aquatic-formulation glyphosate herbicide. In areas that exhibit persistent reed canary grass, additional herbicide application and/or light tillage may be used to achieve full control prior to seeding/planting. Seeding and planting will occur using a diverse seed and plant mix of local ecotype origin whenever possible. Because Bennett Lake exhibits some water level fluctuations and herbivory by muskrats, we have developed a custom seed/plant mix tolerant of conditions specific to this lake. As well, we will erect and maintain muskrat/herbivore protection

fencing until the live plants have established and can tolerate periodic herbivory. Some areas of the shoreme exhibit eorison (which can effect water quality and be a safety issue for kids fishing around the lake). Where erosion is present, minor reshaping, installation of biolog or other features will be used to stabilize shoreline areas. Shoreline restoration areas will be maintained through a minimum of 4 spot spray/mow/hand pull weed treatments each season. We also anticipate that the shoreline area will have one prescribed burn conducted during the grant period.

# Experience / Abilities

Roseville Parks & Recreation has been conducting natural areas restoration and management within its park system since 2002. We have completed projects on our own, as well as working with other local and state agencies and restoration contractors. Projects have included forest/woodland restoration, shoreline buffer/restoration, converting turf to prairie, rain gardens and wetland restoration. We have successfully completed a variety of grant-funded efforts for water/natural resources management including MN DNR Conservation Partners, Metro Greenways, shoreline restoration, and other grants. We have many years of experience successfully managing grant finances, teaming with outside agencies, and managing contractors. In each instance, we have achieved our expected outcomes for these projects. Through a competitive bid process conducted in 2014, the City of Roseville selected Stantec as their ecological restoration contractor to complete restoration projects within Roseville Parks. Stantec has conducted ecological restoration work for the City since 2002 and has all the necessary staff, equipment and skills to complete the outlined work. Additionally, Stantec will be held to a set of minimum performance standards that are incorporated into their contract with the City and has already provided a Performance Bond to the City to ensure successful completion of this work.

**Project Timeline** 

Time Frame Goal

Fall/winter 2014-15 Cut/treat invasive brush

Fall '14-Spring'15 Control invasive herbaceous veg
Late winter 2015 Woodland/prairie frost seeding
Spring 2015 Final prep shoreline restoration

Spring 2015 Seed/plant shoreline

2015-2017 Min. 4x weed treatments/yr. 2015-17 Veg/wildlife monitoring

Estimated Project Completion Date: 2017-06-30

# **Project Information**

1. Describe the degree of collaboration and local support for this project.

The City of Roseville has worked hard to engage local watersheds, Ramsey Conservation District, volunteers, citizens, local University faculty/students and others as the City builds a long-term natural resources management program within the Parks & Recreation Department. We have specifically discussed these projects with Ramsey Conservation District staff, Ramsey-Washington Metro Watershed District Staff, and Capitol Regions Watershed District staff. All are very supportive of completing this work and have acknowledged the benefits for treating invasive species (we have been coordinating with Ramsey Conservation District on Emerging Invasive Species detection/treatment), value to wildlife/pollinators, native habitats, water quality and others.

2. Describe any urgency associated with this project.

Through its effort in 2002 to inventory park natural areas and develop a system-wide natural resources management plan, we realized that Reservoir Woods and Central Park/Bennett Lake were among the highest priority areas for ecological restoration (the City has also conducted significant natural resources management at Langton Lake Park). There is great urgency to conduct management activities within the oak woodland/forest, and especially the prairie/oak savanna areas within this grant. Historic air photos and anecdotal accounts from long-time residents clearly indicate the aggressive colonization of trees and brush into remnant prairie and savanna areas and a reduction in the amounts/types of wildlife that have been observed since the 1960s. There is still remnant native vegetation in these areas but it will soon be lost to excessive shading if no efforts are made to remove/control invasive brush. This is the largest remnant sand savanna within just a few miles of downtown St. Paul.

Discuss if there is full funding secured for this project, the sources of that funding and if CPL Grant funds will supplement or supplant existing funding.

The City has budgeted some funding for ecological restoration work throughout the City's Park system, including at the sites identified in this grant application. CPL Grant funds would supplement our existing budget and allow us to accomplish better restoration outcomes at this sites and across our entire park system.

- 4. Describe public access at project site for hunting and fishing, identifying all open seasons. Our parks are open to the public for a wide variety of environmental education, passive recreation, and other opportunities. Roseville Parks is proud to have two kids Fishing In the Neighborhood (FIN) lakes in our park system (Bennett Lake...in this grant, as well as Langton Lake). Roseville Parks does not allow hunting within its park system, but supports habitat management for species that may be hunted elsewhere (esp. waterfowl such as wood ducks).
- 5. Discuss use of native vegetation (if applicable).

We propose to use only native vegetation and primarily local ecotype native seed and plant sources. We are confident that we will be able to source all (or nearly all) of our plant materials from within 30-40 miles of the site. We intend to develop native seed and plant mix lists that include over 50 species of grasses, sedges, flowers and ferns native to the Roseville area.

6. Discuss your budget and why it is cost effective.

The City of Roseville conducted a competitive bidding process when considering completion of the restoration projects outlined in the grant application. Based on our experience conducting similar restoration work in our other parks, we are confident that the results of the competitive bid process resulted in costs that are consistent with similar projects in the region.

Provide information on how your organization encourages a local conservation culture. This includes your organization's history of promoting conservation in the local area, visibility of work to the public and any activities and outreach your organization has completed in the local area.

The City of Roseville Parks & Recreation department has a long history of engaging its citizens, other agencies and nonprofits in developing the collective conservation ethic in our city. Our Harriet Alexander Nature Center (HANC) conducts a wide variety of environmental education programs for all ages, we conduct regular park programs that enable nature discovery, partner with MN DNR and support Fishing In the Neighborhood programs at two lakes in our park system, and recently hired a volunteer coordinator who will be responsible for community outreach/engagement on natural resources projects. The City is currently in the process of building a natural resources program that is intended to not only manage natural areas, but engage and train citizen scientists to assist with monitoring parks natural resources (vegetation, frogs/toads, birds), assist with conducting natural resources management (assist with invasive brush management, collect local ecotype native seed and more)

111

No

Acres:

# Site Information

You may group your project sites together as long as land ownership, activity and habitat information is the same for the land

# **Land Manager**

Lonnie Brokke Phone: 651-792-7101 Name:

Organization: City of Roseville Email: lonnie.brokke@ci.roseville.mn.us

**Director of Parks and Recreation** 

Review and  $Roseville\_MN\_DNR\_CPL\_land\_managers\_approval\_form\_9-$ 

Approval 15-14.pdf

Form:

# Site Information

Reservoir Woods 106 Site Name Acres: Habitat Fish, Game or Wildlife Habitat Open to Public No Hunting? Activity: **Enhancement** Open to Public Yes - all Land Ownership: **Local Government** Fishing?



# Site Information

Site Name Bennett Lake/Central Park Kids

Fishing (FIN) Lake

Open to Public Habitat Fish, Game or Wildlife Habitat Hunting?

Activity: Restoration Open to Public

Yes - all Fishing? Land Ownership: **Local Government** 

# Attachment A: Work Plan



**Budget Information** 

**Organization's Fiscal Contact Information** 

Name: Patrick Trudgeon Street Address 1: 2660 Civic Center Drive

Title: City Manager Street Address 2:

 Email:
 patrick.trudgeon@ci.roseville.mn.us
 City:
 Roseville

 Phone:
 651-792-7021
 State:
 MN

Zip Code: 55113

**Budget Details** 

Contracts

Contractor Name Contracted Work Amount Grant/Match In-kind/Cash

Stantec Forest, shore, prairie/savanna \$120,966 Grant

Stantec Forest, shore, prairie/savanna \$362,898 Match Cash

**Additional Funding** 

Additional Funding Amount \$0 Additional Funding Details:

NA

**Budget Overview** 

Item Type Grant Match Total

Personnel

Contracts \$120,966 \$362,898 \$483,864

Fee Acquisition with PILT
Fee Acquisition without PILT
Easement Acquisition
Travel (in-state)
Professional Services
DNR Land Acquisition Cost
Equipment/Tools/Supplies

Additional Budget Items

Total: \$120,966 \$362,898 \$483,864

**Project Funding Summary** 

Grant Type: Metro
Grant Request Level: over \$25,000

Total Grant Amount \$120,966

Requested:

Total Match Amount Pledged: \$362,898
Additional Funding Amount: \$0
Total Project Cost: \$483,864

# Natural Heritage Database Review

Answer the following questions

Natural Heritage elements were found within my project site(s): No

# **Attachments**

# **Additional Documentation**

Attach additional documentation as applicable using the appropriate categories below. If you exceed the size limit while uploading, contact CPL staff to discuss your options.

# **Letters of Support**

**Partner Commitment Letters** 

**Photos** 

# **Restoration Plans**

File Description

Roseville\_Natural\_Resource\_Management\_Plan\_2002.pdf

Natural

Resources

Mgmt Pln

Proposed\_Bennett\_Lake\_Shoreline\_Restoration\_Areas\_Map\_MN\_DNR\_CPL\_Grant\_9- Bennett Lake Lake

Lake Shoreline Restoration location

# Engineering/Survey/Design Plans

**Supplemental Documents** 

# **Final Application Submission**

This completes your CPL Grant Application. Please take the time to revisit the previous sections and make sure you have entered everything completely and correctly. Once you hit the submit button below, you will not be able to return to this application to make changes.

- ✓ I certify that I have read the Conservation Partners Legacy Grants Program Request for Proposal, Program Manual and other program documents, and have discussed this project with the appropriate public land manager, or private landowner and easement holder.
- I certify I am authorized to apply for and manage these grant and match funds, and the project work by the organization or agency listed below. I certify this organization to have the financial capability to compete this project and that it will comply with all applicable laws and regulations.
- I certify that all of the information contained in the application is correct as of the time of the submission. If anything should change, I will contact CPL Grant Staff immediately to make corrections.
- ✓ I certify that if funded I will give consideration to and make timely written contact to Minnesota Conservation Corps or its successor for consideration of possible use of their services to contract for restoration and enhancement services. I will provide CPL staff a copy of that written contact within 10 days after the execution of my grant, should I be awarded.
- I certify that I am aware at least one Land Manager Review and Approval form is required for every application and at least one Public Waters Contact form is required for all public waters work. I am aware I must submit all completed forms by uploading them into this application. I have attached the required type and number of forms as necessary for this project.
- ✓ I am aware that by typing my name in the box below, I am applying my signature to this online document.

Signature: Jeff Evenson Organization / Agency: City of Roseville
Title: Parks Superintendent Date: 2014-09-19

# CAPITOL REGION WATERSHED DISTRICT GRANT AGREEMENT

Re:	e: Cost Share Grant Funding for Villa Park Wetland Restoration Activities.			
	Included Exhibits: A. Project Definition and Grant Award Summary			
	THIS AGREEMENT is entered into this day of , 2015, by an	d between City of		
Rose	ville Park & Recreation Department, hereinafter referred to as the "Grantee", and	the Capitol Region		
Wate	rshed District, hereinafter referred to as the "District".	editores (1), de 1 <u>4</u> julio		

# WITNESSETH:

WHEREAS, the District has an approved Watershed Management Plan which includes funding for implementing Best Management Practices throughout the Watershed District; and

WHEREAS, the District has adopted and approved the 2015 Budget and Workplan which includes funding for Special Projects and Grants; and

WHEREAS, the District and the Grantee have worked cooperatively to develop a project approach that is acceptable to both parties; and

WHEREAS, the District and the Grantee have a desire design and construct drainage and site improvements to Villa Park Wetland; and

WHEREAS, the District Board of Managers has authorized payment of no more than \$22,410.00 for the construction of drainage and site improvements; and

WHEREAS, the Grantee is committed to funding the remainder of the project costs;

# NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

- 1. Project: The Grantee shall perform the Project as defined in Exhibit A, as approved by the District.
- <u>2. Payment:</u> The District shall make a grant to the Grantee in an amount not to exceed \$22,410.00. The grant is limited to costs associated with items identified in Exhibit A. Payment will be in the form of reimbursement for actual costs, following receipt of documentation from the Grantee that the work has been completed satisfactorily.

The Grantee shall complete the project and request reimbursement no later than <u>December 31, 2016</u>.

- 3. Functionality: If the Project is a physical improvement, the Grantee shall ensure that the Project is fully functional, adequately maintained and meets the specifications of the grant application for a period of 15 years. If the Project is a study or analysis, the Grantee shall make the final Project available to the public, or shall provide a copy to the District.
- <u>4. Reports</u>: The Grantee will invite the District to key planning meetings and provide periodic updates during the design process. Reports shall provide information on project status, draft and final deliverables, project meeting summaries and other relevant work products for the project. If the project is

a physical improvement, the grantee must obtain written approval of the final plans and specifications from the District prior to construction.

- <u>5. Liability:</u> The Grantee agrees to defend, indemnify and hold harmless the District against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement, whether by the parties or by their agents, employees or contractors. Neither the District, or the Grantee, if applicable, waive any immunities provided by any law or doctrine, including those of Minnesota Statutes Chapter 466. Nothing herein shall be construed to allow a claimant to obtain separate judgments or separate liability limits from the individual parties.
- <u>6. Modification:</u> It is understood and agreed by the parties hereto that this agreement shall not be modified or amended except in writing duly signed by each of the parties.

This agreement shall remain in full force and effect until <u>December 31, 2016</u>, unless earlier terminated by mutual agreement of the Grantee and the District.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

GRANTEE	CAPITOL REGION WATERSHED DISTRICT	
Ву	Joseph Collins	
Name		
Title		
Ву		
Name	Mark Doneux District Administrator	
Title		
	Approved as to Form:	
	By	
	James A Mogen Assistant Ramsey County Attorney Attorney for CRWD	

# **Capitol Region Watershed District**

1410 Energy Park Drive, Suite 4 • Saint Paul, MN 55108 T: (651) 644-8888 • F: (651) 644-8894 • capitolregionwd.org

# **Exhibit A: Project Definition and Grant Award Summary**

The following serves as a scope for Capitol Region Watershed District's (CRWD) Special Grant Award to the City of Roseville Parks and Recreation Department for the Villa Park Wetland Improvement project. These elements will be incorporated into a grant agreement to be executed prior to the construction of any grant eligible elements. In order for elements to be eligible for grant reimbursement, restoration activities must be completed and maintained to the specifications outlined below. All projects must also meet the goals outlined in Table 1 and be verified as fully functional by CRWD staff or representative.

# **Wetland Restoration Activities**

Wetland restoration activities will be completed to the specifications outlined below and in the locations identified in the included map. Restoration activities are required to meet the objectives outlined in Table 1 in order to be eligible for reimbursement.

Table 1. Summary of Villa Park Wetland Restoration Activities

Task	Area	Objective	Anticipated resource management activities
Remove/block clay tile	2 Locations	The purpose of this task is to eliminate the "scope and effect" of the tile, which is resulting in a partially drained wetland system and contributes to a degraded plant community.	Block drainage tile at the discharge point, where it is entering the ditch.
Install ditch blocks	6 Locations	Currently the ditch intercepts drainage that enters the ditch from the north and bypasses the downstream wetland. In addition, the ditch is causing "scope and effect", which artificially lowers the water table in the wetland near the ditch. Combined, these result in a partially drained wetland. The objective of the ditch blocks is to render the ditch ineffective and restore the hydrology of the wetland.	Soil will be put in select locations (ditch blocks) to raise the water level in and disable the ditch. This will also help to restore the natural drainage to the wetland downstream of the ditch the flows from
Vegetation management/ restoration	3 Acres	Improve habitat by treating invasive/nuisance species and restoring with native wetland species. NOTE: Roseville's contract/agreement with restoration contractor inlcudes a performance standard of 90% native vegetation in managed areas at end of restoration period (c. 2017).	Adaptive management activities are anticipated to include treatment of invasive nonnative vegetation as well as seeding and/or plug planting of native grasses, sedges, rushes and wildflowers. Invasive brush will be cut/treated and resprouts/new seedling recruitments spot treated with herbicide. Release of biocontrol agents for purple loosestrift may occur if available and site conditions warrant.

## **Grant Award Summary**

Once restoration activities have been completed according to the specifications in Table 1 and are verified by CRWD staff or representative, City of Roseville Parks can submit a request for reimbursement. Grant reimbursement amounts are outlined in Table 2 and are not to exceed actual project costs.



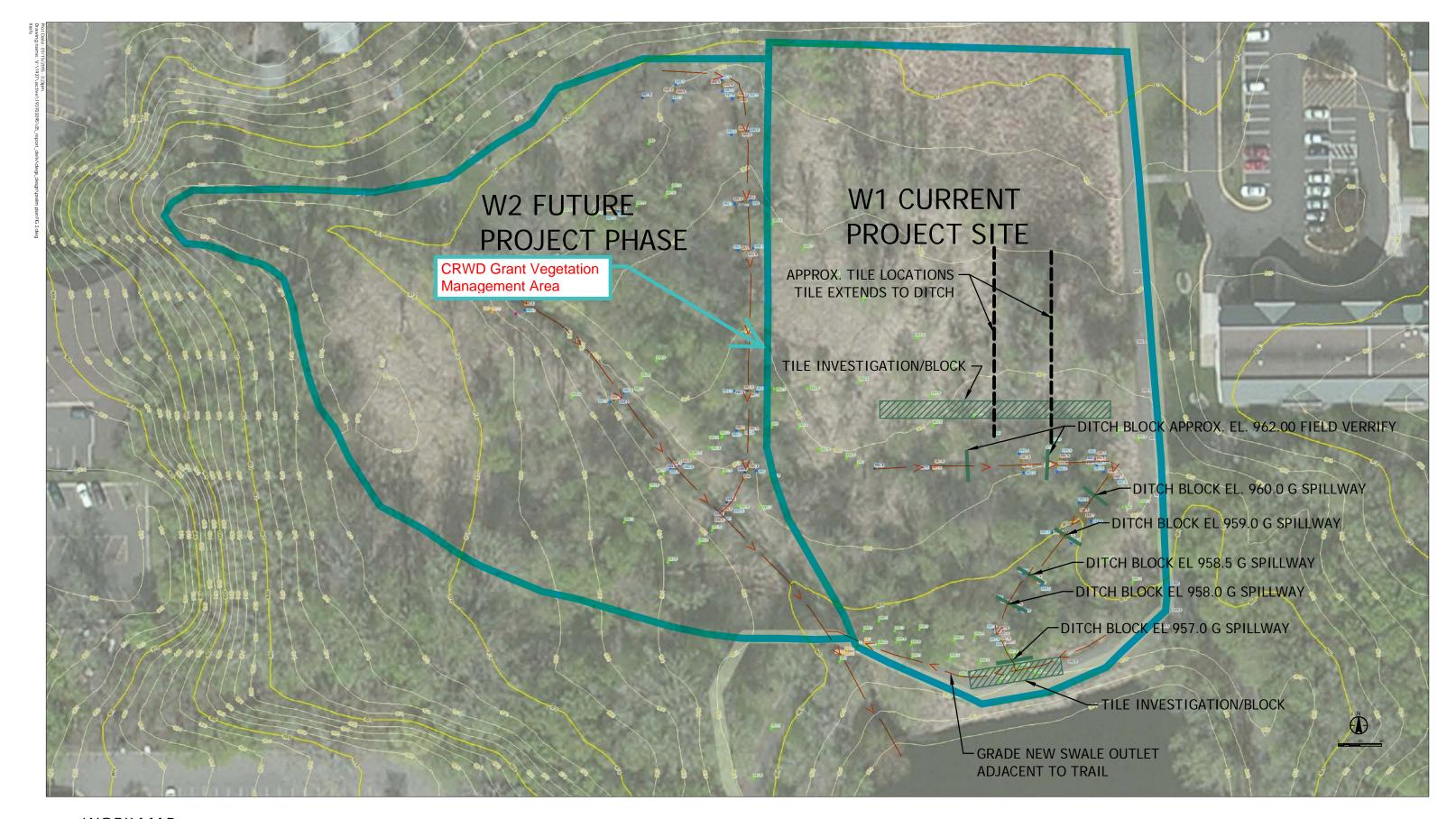
# **Capitol Region Watershed District**

1410 Energy Park Drive, Suite 4 • Saint Paul, MN 55108 T: (651) 644-8888 • F: (651) 644-8894 • capitolregionwd.org

**Table 2. Grant Award Summary** 

Task	Grant Award
Mobilization	\$1,800
Remove/Block clay tile	\$3,240
Install ditch blocks	\$14,400
Vegetation management/restoration	\$2,970
Total	\$22,410

**Exhibit A (continued): Preliminary Project Map** 



**WORK MAP** 

CITY OF ROSEVILLE, MINNESOTA
VILLA PARK



# REQUEST FOR CITY COUNCIL ACTION

Agenda Date: 01/26/2015

Agenda Item: 14.d

Department Approval

City Manager Approval

Item Description:

Request by JAVA Properties for approval of a Preliminary Plat at 2700

Cleveland Avenue

The 120 day review deadline for this projects expires on April 19, 2015.

# GENERAL SITE INFORMATION

Applicant: Java Properties

Location: 2750 Cleveland Avenue

Property Owner: Xtra Lease, Inc.

# Land Use Context

	Existing Land Use	Guiding	Zoning
Site	Vacant developable	CMU	CMU
North	Vacant developable – proposed hotels	CMU	CMU
West	Cleveland Avenue and I-35 W with industrial and regional business beyond	BP/RB	O/BP/RB
East	Vacant developable	CMU	CMU
South	Twin Lakes Parkway and Walmart	CMU	CMU

1	Natural Characteristics:	Located within the Twin Lakes Redevelopment Area, the development
2		must complete the recently approved Environmental Review
3		Worksheet (ERW), and achieve the requirements of §1005.07.E
4		(Regulating Plan) and §1005.02 (Design Standards). The site was
5		previously home to the Xtra Lease trucking company and used as a
6		motor freight terminal/truck storage up until 2009/2010.
7 8		There are no known wetlands, steep slopes or other significant natural resources on this site.
9	Planning File History:	PF07-021 – Planned Unit Development (PUD) approval for a 123-
10		room hotel. The plat and PUD agreement was never signed or
11		recorded and project approvals expired.

# **Planning Commission Action:**

12

13

14

On January 7, 2015, the Planning Commission unanimously recommended approval of the proposed preliminary plat.

### PROPOSAL

- JAVA Properties proposes to develop an approximate 17,000 sq. ft. grocery store and two
- roughly 6,500 sq. ft. retail buildings, and replat Lots 4, 5, 16, and 17, Block B, Twin View, lying
- in the northeast corner of the intersection of Twin Lakes Parkway and Cleveland Avenue, as Lot
- 1 and Lot 2, The Cleveland Club. The proposed preliminary plat information, the staff analysis
- 20 presented in the Request for Planning Commission Action, and other supporting documentation
- is included with this report as RCA Exhibit A.
- 22 The preliminary plat meets or exceeds all applicable requirements, and the Planning
- 23 Commission's approval recommendation includes the following conditions:
  - **1.** The developer/applicant is responsible for coordinating grading, drainage, and storm water management plans with the adjacent (north) proposed development site to potentially eliminate unnecessary grade changes, portions of a retaining wall, and a steeper-than-preferred joint access grade;
  - **2.** The developer/applicant is responsible for its share of the required traffic study or \$2,554 payable to the City of Roseville;
  - **3.** The developer/applicant is responsible for construction of a pathway (sidewalk) along the east side of Cleveland Avenue from the northern property to the walkway along Twin Lakes Parkway as approved by the City Engineer;
  - **4.** The preliminary plat assumes a shared access with the property to the north on to Cleveland Avenue. Due to access spacing requirements of Ramsey County, City staff expects to receive a letter from the County denying access to Cleveland Avenue. Additional access is proposed on Twin Lakes Parkway and Mount Ridge Road in addition to the access on the hotel site of Iona Lane, which will be available via cross easements;
  - 5. The proposed access at Twin Lakes Parkway, if approved by the City Engineer may disrupt an in-place storm water best management practice device installed as part of the Twin Lakes Parkway Phase I project. Any mitigation that is necessary due to such disruption as well as any costs and/or engineering services related to said mitigation and changes to the in-place agreement between Roseville and Rice Creek Watershed District will be the sole responsibility of the applicant;
  - **6.** The developer/applicant shall continue working with the Roseville Public Works Department to address easements and water and sewer infrastructure requirements as necessary. These plans must be approved by the City Engineer prior to the approval of the FINAL PLAT;
  - 7. The developer/applicant shall apply for proper storm water management permits from Rice Creek Watershed prior to the approval of the FINAL PLAT;
  - **8.** The developer shall dedicate and maintain access easements across its lot in a form acceptable to the City Attorney to ensure permanent access to Mount Ridge Road and from Twin Lakes Parkway for the adjacent parcel; and

- 9. The developer shall enter into shared parking agreements in a form acceptable to the City Attorney to ensure parking needs are met during extraordinary events. The shared parking agreement between the lots within this subdivision shall be permanent, since they are single ownership. However, the shared parking agreement with the property to the north will have an exit clause to protect each owner's rights in case of parking abuse by the adjacent property, since they are not under the same ownership. This property is proposed to be parked at the maximum number of surface parking spaces allowed by the Code. Any parking expansion would need to be contained in a parking structure per Code.
- Since the Planning Commission met, most of the engineering-related plans have been reviewed by Public Works staff and have the approval of the City Engineer, except those items related to the traffic study. While final details must still be reviewed and approved, the information provided is consistent with the level necessary to approve the preliminary plat, subject to the conditions listed.
- The Park and Recreation Commission also met and completed their recommendation regarding park dedication and require the following condition:
- 10. Pursuant to City Code §1103.07, the City Council will accept park dedication of cash in lieu of land in the amount of \$123,298 or 7% of the Fair Market Value of the property. The park dedication shall be made by the applicant before the signed final plat is released for recording at Ramsey County.

### PUBLIC COMMENT

54

55

56

57

58

59

60

61 62

63

64

65

66

67

74

85

- The public hearing for this application was held by the Planning Commission on January 7,
- 2015; draft minutes of the public hearing are included with this report as RCA Exhibit B. No
- 77 members of the public spoke to this issue at the public hearing and, after discussing the
- application and the comment received prior to the hearing, the Planning Commission voted
- unanimously to recommend approval of the proposed preliminary plat. At the time this report
- was prepared, Planning Division staff has not received any additional public comments.

# 81 OUTSIDE AGENCY REVIEW

- Because this proposed plat lies adjacent to a Ramsey County roadway (Cleveland Avenue), the
- 83 County Traffic Engineer has been provided a copy of the preliminary plat and asked to provide
- comments. To date, the Planning Division has not received any comments.

# RECOMMENDED ACTION

- Pass a motion approving the proposed The Cleveland Club preliminary plat of the property
- at 2700 Cleveland Avenue, based on the findings and recommendation of the Planning
- 88 Commission and the content of this RCA, subject to the 10 conditions listed above.

# 89 ALTERNATIVE ACTIONS

- Pass a motion to table the item for future action. Per Minnesota State Statutes §462.357, the
- 91 City Council has until April 19, 2015, to approve/deny the request before an extension is
- 92 necessary.

- Adopt a resolution to deny the requested approval. Denial should be supported by specific
- 94 findings of fact based on the Planning Commission's review of the application, applicable

25 zoning or subdivision regulations, and the public record.

Prepared by: City Planner Thomas Paschke - 651-792-7074 | thomas.paschke@cityofroseville.com

RCA Exhibits: A: Preliminary plat information and B: PC final minutes of 12/03/14

7/9/2014 RPCA packet



# REQUEST FOR PLANNING COMMISSION ACTION

Agenda Date: 01/07/2015

Agenda Item: 5a

Agenda Section
PUBLIC HEARINGS

Item Description:

Division Approval

Request by JAVA Properties for approval of a Preliminary Plat at

2700 Cleveland Avenue (PF15-002).

# GENERAL SITE INFORMATION

Applicant: Java Properties

Location: 2750 Cleveland Avenue

Property Owner: Xtra Lease, Inc.

# Land Use Context

	Existing Land Use	Guiding	Zoning
Site	Vacant developable	CMU	CMU
North	Vacant developable – proposed hotel site	CMU	CMU
West	Cleveland Avenue and I-35 W with industrial and regional business beyond	BP/RB	O/BP/RB
East	Vacant developable	CMU	CMU
South	Twin Lakes Parkway and Walmart	CMU	CMU

Natural Characteristics: Located within the Twin Lakes Redevelopment Area, the development

must provide an Environmental Assessment Worksheet (EAW) and achieve the requirements of §1005.07.E (Regulating Plan) and §1005.02 (Design Standards). The site was previously home to the Old Dominion trucking company and used as a motor freight terminal

up until 2007.

There are no known wetlands, steep slopes or other significant natural

resources on this site.

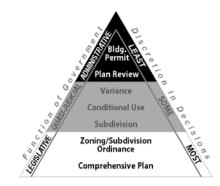
Planning File History: PF07-021 – Planned Unit Development (PUD) approval for a 123-

room hotel. The plat and PUD agreement were never signed or

recorded and project approvals expired.

# LEVEL OF CITY DISCRETION IN DECISION-MAKING

Action taken on a variance request is **quasi-judicial**; the City's role is to determine the facts associated with the request, and weigh those facts against the legal standards contained in State Statute and City Code.



# 2 REQUESTED ACTION

- 3 JAVA Properties proposes to plat Lots 4, 5, 16, and 17, Block B, Twin View, lying in the
- 4 northeast corner of the intersection of Twin Lakes Parkway and Cleveland Avenue, as Lot 1 and
- 5 Lot 2, The Cleveland Club.

### BACKGROUND

6

18

- 7 The subject property, located in Planning District 10, has a Comprehensive Plan land use
- 8 designation of Community Mixed Use (CMU) and a corresponding Zoning District classification
- 9 of Community Mixed Use (CMU) District. The PRELIMINARY PLAT proposal has been prompted
- by plans to develop an Aldi grocery store and two small retail buildings on the site.
- When exercising the so-called "quasi-judicial" authority when acting on a PLAT request, the role
- of the City is to determine the facts associated with a particular request and apply those facts to
- the legal standards contained in the ordinance and relevant state law. In general, if the facts
- indicate the applicant meets the relevant legal standard, then they are likely entitled to the
- approval, although the City is able to add conditions to a PLAT approval to ensure that the likely
- impacts to urban design, roads, storm sewers, and other public infrastructure on and around the
- subject property are adequately addressed.

# PRELIMINARY PLAT ANALYSIS

- PLAT proposals are reviewed primarily to ensure that all proposed lots meet the minimum size
- 20 requirements of the Zoning Code, have desirable lot layout and grading, protect natural
- resources, have adequate streets and other public infrastructure in place or identified and a plan
- 22 to be constructed, and have addressed potential storm water issues to prevent problems either on
- 23 nearby property or within the storm water system. As a PRELIMINARY PLAT of a property in the
- 24 CMU district, the proposal leaves no zoning issues to be addressed since the Zoning Code does
- 25 not establish minimum lot dimensions or area. The proposed PRELIMINARY PLAT is included with
- this report as Attachment C.
- In December 2014, the Development Review Committee (DRC) met on several occasions to
- review the submitted plans. Following are the DRC's comments:
- The proposed development is requesting access along Twin Lakes Parkway, Mount Ridge
- Road (shared), and Cleveland Avenue (shared). The proposed access points and the impact
- of the overall development on the surrounding transportation system will be evaluated by a
- traffic study commissioned by the City of Roseville. The developer is required to pay their
- share (\$2554) of this study with the development to the north sharing the cost.
- The DRC views the JAVA development site and the proposed hotel site to the north as a
- unified development and, therefore, will be requiring access and shared parking agreements
- between the two sites. The DRC and has recommended that both development teams work
- together to address grade issues while minimizing the use of retaining walls, if possible. The
- DRC also strongly encourages the development teams to coordinate storm water mitigation
- requirements. This coordination will minimize infrastructure costs, improve customer
- experience, and reduce demands on adjacent streets.
- The developer/applicant is required to submit an application to the Rice Creek Watershed
- and the City of Roseville to address storm water requirements, which should be completed
- 43 prior to FINAL PLAT approval.

- A detailed review of utility connections will be conducted by the City Engineer at the time of FINAL PLAT submittal and must be approved prior to FINAL PLAT approval.
- Drainage and utility easements will be required along the perimeter of the developed lot with a width to be determined by the City Engineer. Also, sufficient right-of-way or easement will be required, as well as the construction of a pathway by the developer/applicant along the east side of Cleveland Avenue from Twin Lakes Parkway to the north limits of the
- the east side of Cleveland Avenue from Twin Lakes Parkway to the north limits of the development.
- Roseville's Parks and Recreation Commission will be reviewing the proposed PRELIMINARY PLAT with regard to the park dedication requirements of §1103.07 of the City Code and providing a future recommendation of either a land dedication or cash payment in lieu of
- land. The PRELIMINARY PLAT assumes that the requirement will be a cash payment.

### 55 PUBLIC COMMENT

58

63

67

68

69

70

71

72

73

74

75

76

77

78

79

80

81

82

83

84

- At the time this report was prepared, Planning Division staff has not received any
- 57 communications from the public about the PRELIMINARY PLAT request.

# OUTSIDE AGENCY REVIEW

- 59 Because this proposed PLAT lies adjacent to a Ramsey County roadway (Cleveland Avenue –
- 60 County State Highway 46), the County Traffic Engineer has been provided a copy of the
- PRELIMINARY PLAT and has been asked to provide comments. To date, the Planning Division has
- not received any comments.

# RECOMMENDATION

- Based on the comments and findings outlined above, the Planning Division recommends approval of the proposed PRELIMINARY PLAT pursuant to Title 11 of the Roseville City Code with the following conditions:
  - **a.** The developer/applicant is responsible for coordinating grading, drainage, and storm water management plans with the adjacent (north) proposed development site to potentially eliminate unnecessary grade changes, portions of a retaining wall, and a steeper-than-preferred joint access grade;
  - **b.** The developer/applicant is responsible for its share of the required traffic study or \$2,554 payable to the City of Roseville;
  - **c.** The developer/applicant is responsible for construction of a pathway (sidewalk) along the east side of Cleveland Avenue from the northern property to the walkway along Twin Lakes Parkway as approved by the City Engineer;
  - **d.** The preliminary plat assumes a shared access with the property to the north on to Cleveland Avenue. Due to access spacing requirements of Ramsey County, City staff expects to receive a letter from the County denying access to Cleveland Avenue;
  - e. The proposed access at Twin Lakes Parkway, if approved by the City Engineer may disrupt an in-place storm water best management practice device installed as part of the Twin Lakes Parkway Phase I project. Any mitigation that is necessary due to such disruption as well as any costs and/or engineering services related to said mitigation and changes to the in-place agreement between Roseville and Rice Creek Watershed District will be the sole responsibility of the applicant;

- **f.** The developer/applicant shall continue working with the Roseville Public Works Department to address easements and water and sewer infrastructure requirements as necessary. These plans must be approved by the City Engineer prior to the approval of the FINAL PLAT;
  - **g.** The developer/applicant shall apply for proper storm water management permits from Rice Creek Watershed prior to the approval of the FINAL PLAT;
  - **h.** The developer shall dedicate and maintain access easements across its lot in a form acceptable to the City Attorney to ensure permanent access to Mount Ridge Road and from Twin Lakes Parkway for the adjacent parcel; and
  - i. The developer shall enter into shared parking agreements in a form acceptable to the City Attorney to ensure parking needs are met during extraordinary events. The shared parking agreement between the lots within this subdivision shall be permanent. The shared parking agreement with the property to the north will have an exit clause to protect each owner's rights in case of parking abuse by the adjacent property. This property is proposed to be parked at the maximum number of surface parking spaces. Any parking expansion would need to be contained in a parking structure per Code.

# 101 SUGGESTED ACTION

85

86

87

88

89

90

92

93

94

95

96

97

98

99

100

- By motion, recommend approval of the proposed The Cleveland Club PRELIMINARY PLAT,
- based on the comments, findings, and conditions stipulated above.

## 104 ALTERNATIVE ACTIONS

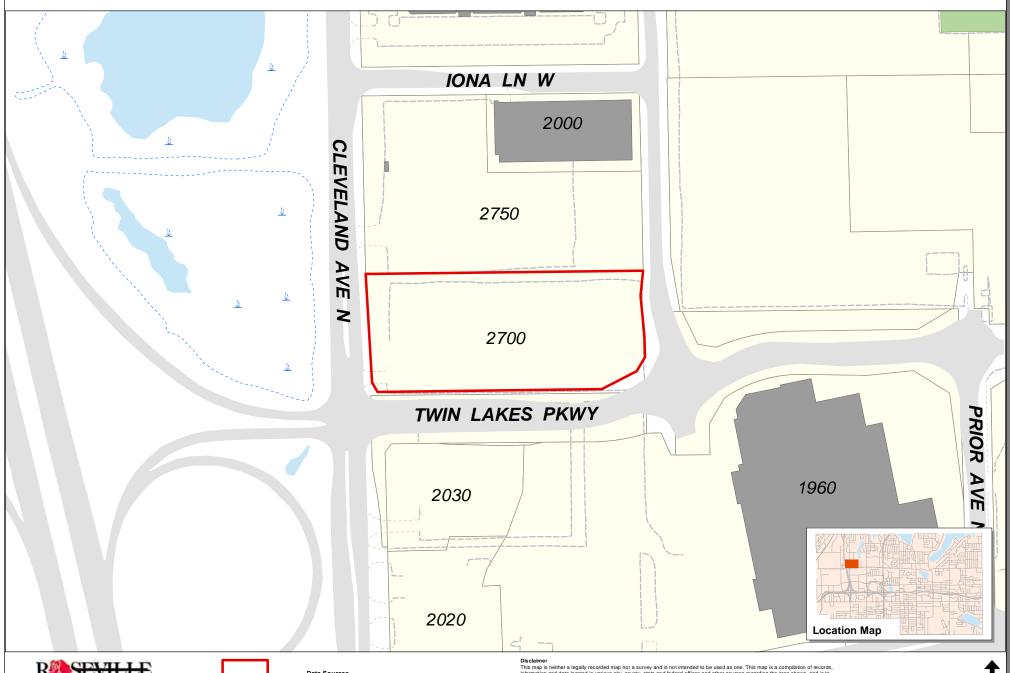
- Pass a motion to table the item for future action. Tabling the application/request would
- require a 60-day deadline extension pursuant to Minn. Stat. §15.99.
- Adopt a resolution to deny the requested approval. Denial should be supported by specific
- findings of fact based on the Planning Commission's review of the application, applicable
- zoning or subdivision regulations, and the public record.

Prepared by: City Planner Thomas Paschke - 651-792-7074 | thomas.paschke@ci.roseville.mn.us

Attachments: A: Area map C: Proposed plans

B: Aerial photo

# **Attachment A for Planning File 15-002**



Prepared by: **Community Development Department** Printed: December 29, 2014



### Data Sources

\* Ramsey County GIS Base Map (12/2/2014) For further information regarding the contents of this map contact: City of Roseville, Community Development Department, 2660 Civic Center Drive, Roseville MN

Disclaimer

This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (CIS) Data used to prepare its map are error free, and the City does not represent that the CIS Data can be used for nevigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If error of discrepances are used to the control of the con arise out of the user's access or use of data provided.



mapdoc: planning\_commission\_location.mxd

# **Attachment B for Planning File 15-002**





Prepared by: Community Development Department Printed: December 29, 2014



### Data Sources

\* Ramsey County GIS Base Map (12/2/2014)

\* Aerial Data: MnGeo (4/2012)

For further information regarding the contents of this map contact: City of Roseville, Community Development Department, 2660 Civic Center Drive, Roseville MN

### Disclaimer

Discraimer

This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (CISI) bat used to prepare this map are error free, and the City does not represent that the GISI Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction to precision in the depiction of geographic feathers. If errors or director are found please contact 651-792-7085. The preceding disclaimer is provided pursuant to Minnesota Statutes \$466.03, Subd. 21 (2000), office of the control of the control

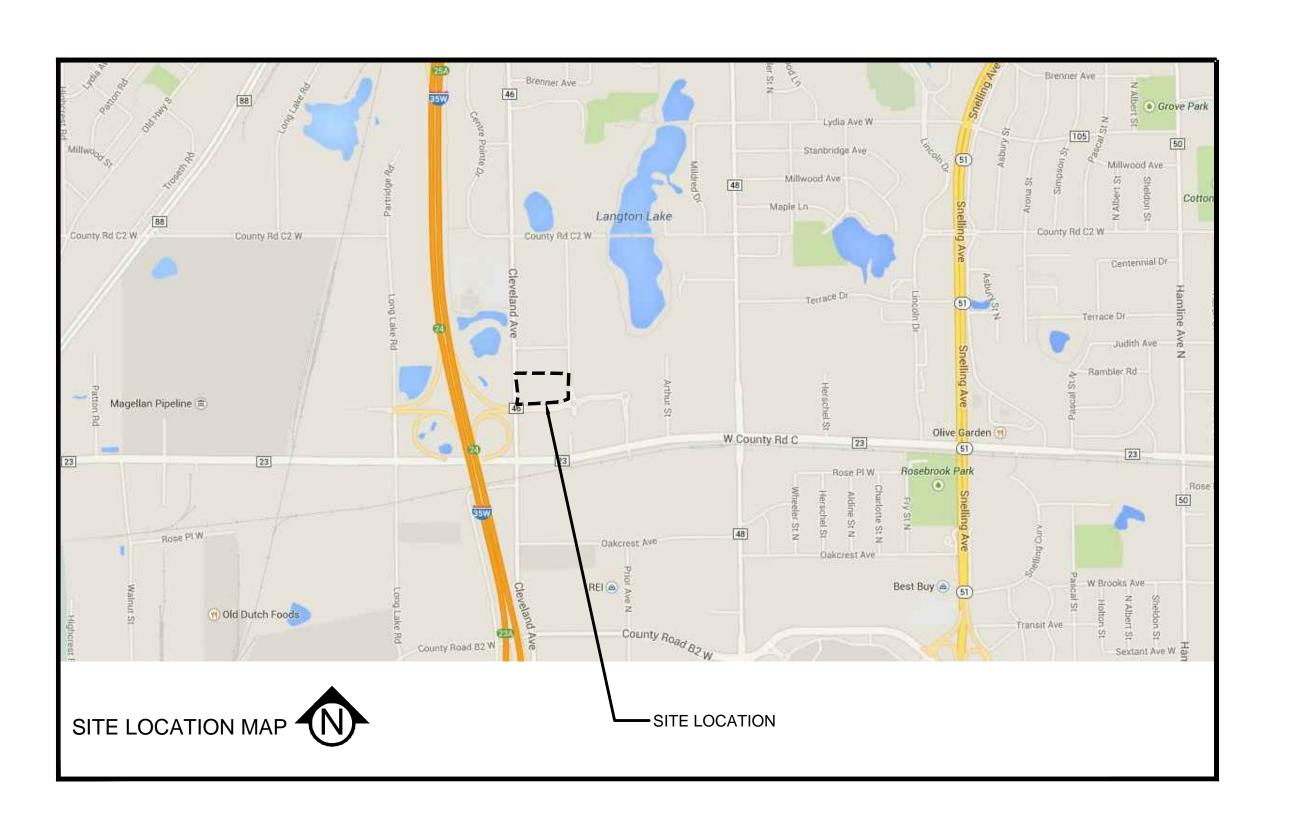




# THE CLEVELAND CLUB

ROSEVILLE, MINNESOTA

ISSUED FOR: PRELIMINARY PLAT



● EXISTING GAS VALVE

# DEVELOPER / PROPERTY OWNER:

JAVA CAPITAL PARTNERS 2700 CLEVELAND CLUB 333 WASHINGTON AVENUE NORTH, SUITE 401 ROSEVILLE, MN 55401 612-384-9646

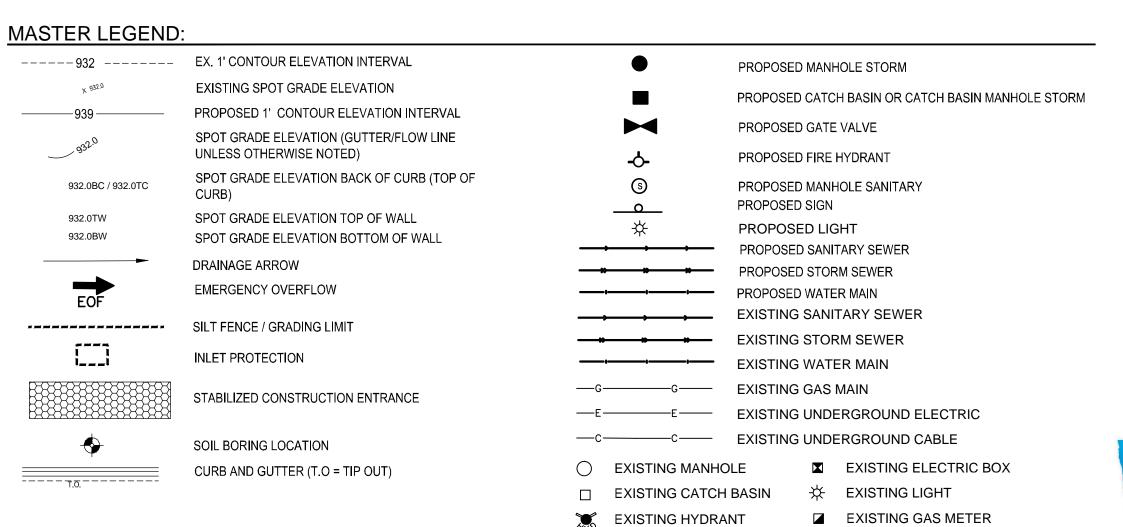
# ENGINEER / LANDSCAPE ARCHITECT:

CIVIL SITE GROUP 4931 W 35TH STREET SUITE 200 ST LOUIS PARK, MN 55416 612-615-0060

# SURVEYOR:

ACRE LAND SURVEYING, INC. 9140 BALTIMORE STREET NE, SUITE 100 BLAINE, MN 55449 763-458-2997

# **GEOTECHNICAL ENGINEER:**



■ EXISTING STOPBOX■ EXISTING GATE VALVE

GOPHER STATE ONE CALL

WWW.GOPHERSTATEONECALL.ORG

(800) 252-1166 TOLL FREE

(651) 454-0002 LOCAL

4931 W. 35TH ST. SUITE 200
ST. LOUIS PARK, MN 55416
CivilSiteGroup.com
Matt Pavek Pat Sarver
763-213-3944 952-250-2003

ARCHITECTURE, INC

333 Washington Ave N, Suite 210
Minneapolis, Minnesota 55401
612.676.2700 www.djr-inc.com

THE CLEVELAND CLUB
2700 CLEVELAND

AND

I HEREBY CERTIFY THAT THIS PLAN,
SPECIFICATION, OR REPORT WAS
PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND THAT I AM A DULY
LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF
MINNESOTA.

Matthew R. Pavek

DATE 12/15/14 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY

DATE DESCRIPTION

12/15/14 PRELIMINARY PLAT SUBMITTAL

. .
. .
. .
. .

SHEET INDEX

SHEET NUMBER | SHEET TITLE

C0.0 TITLE SHEET

C0.1 SITE SURVEY

C2.0 SITE PLAN

C0.2 PRELIMINARY PLAT

L1.0 LANDSCAPE PLAN

L1.1 LANDSCAPE PLAN NOTES

C3.0 GRADING PLAN

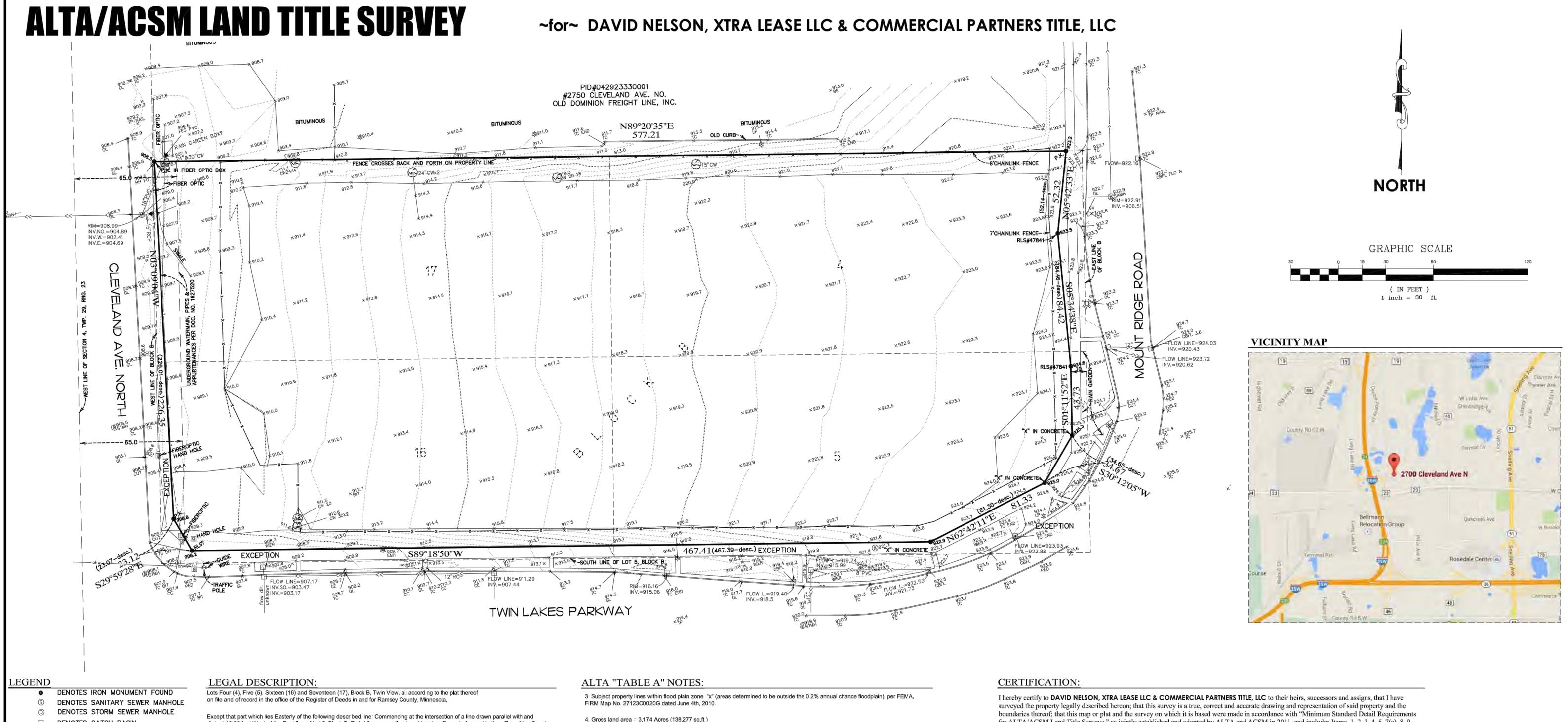
C4.0 UTILITY PLAN

REVISION SUMMARY

DATE DESCRIPTION

TITLE SHEET

 $C_0$ 



- DENOTES CATCH BASIN
- DENOTES FIRE HYDRANT
- -->>---- DENOTES STORM SEWER DENOTES SANITARY SEWER — T— DENOTES TELEPHONE / FIBER OPTIC
- DENOTES ABOVE GROUND GAS MARKING

area and beyond

763-458-2997 acrelandsurveyagmail.com

- DENOTES UTILITY BOX
- -----x---- DENOTES EXISTING FENCE

distant 10.00 feet West of the East line of Lot 6, Block B, Twin View, according to said plat on file and of record in the office of the County Recorder, Ramsey County, Minnesota, and the South line of Lot 5, said Block B, thence North 01 degrees 12 minutes 09 seconds West, assumed bearing along the

Northerly extension of said line drawn parallel with and distant 10.00 feet West of the East line of Lot 6, 117.93 feet, to the point of beginning of said line to be hereinafter described; thence North 05 degrees 27 minutes 45 seconds West, 84.46 feet; thence North 05 degrees 42 minutes 29 seconds East, 52.14 feet, to the North line of said Lot 4, and said line there terminating (but not including in the exception parcel, that part included in the Deed to the City of Roseville filed June 7, 1960, as Document No. 1511814 in Book 1685 of RCR, Page 466).

And also except that part which lies Southerly and Westerly of the following described line: Commencing at said intersection of a line drawn parallel with and distant 10.00 feet West of the East line of Lot 6, and the South line of said Lot 5; thence North 01 degrees 12 minutes 09 seconds West, assumed bearing along said Northerly extension of a line drawn parallel with and distant 10.00 feet West of the East line of Lot 6, 74.28 feet, to the point of beginning of said line to be hereinafter described; thence South 30 degrees 11 minutes 53 seconds West, 34.65 feet, thence South 62 degrees 45 minutes 38 seconds West, 81.30 feet, thence South 89 degrees 21 minutes 12 seconds West, 467.39 feet, thence North 29 degrees 51 minutes 34 seconds West 23.07 feet; thence North 03 degrees 20 minutes 14 seconds West, 226.01 feet to the Northwest corner of Lot

Abstract Property - Description per title commitment

17, said Block B, and said line there terminating. Ramsey County, Minnesota

# GENERAL NOTES:

- BEARING SYSTEM IS BASED ON NORTH LINE OF LOTS 4 & 17, BLOCK B, HAVING A ASSUMED BEARING OF NORTH 89°20' 35"WEST. - SUBJECT PROPERTY ADDRESS IS #2700 CLEVELAND AVE. NO., ROSEVILLE, MN 55113.

- PROPERTY IDENTIFICATION # (A.K.A. P.I.D.) = 04-29-23-33-0031 (NEW PID PER TITLE COMMITMENT).

9. There are no striped parking areas on subject property.

6b. Zoning information has not been provided to insurer.

7a. There are no buildings present on property.

10(a). There are no division or party walls with respect to adjoining properties.

11(a & b). Utilities shown hereon are observed. Excavations were not made during the process of this survey to locate underground utilities and/or structures. The location of underground utilities and/or structures may vary from locations shown hereon and underground utilities and/or structures may be encountered. Contact Gopher State One Call Notification Center at (651) 454-0002 for verification of utility type and field location prior to excavation. Gopher State One Call was contacted as part of this survey per ticket #142730868. It is this surveyors belief not all utilities onsite and adjacent to site were marked out by said Gopher State One Call ticket referenced.

13. Names of adjacent property owners shown.

16. There is no obserable evidence of earth moving work. There is no observable evidence of building construction or building

18. There is no above ground obserable evidence of site use as a solid waste dump, sump or sanitary landfill.

# BENCHMARK

TOP NUT FIRE HYDRANT, SW RADIUS OF CENTER POINTE DRIVE & CLEVELAND AVE., 12.6 FEET WEST OF THE BACK OF THE WESTERLY CURB, 19.0 FEET SOUTH OF FIRE HYDRANT AND 0.5' EAST OF SIGN AND POST. ELEV. = 906.64 (NGVD 1929 DATUM) (COUNTY COORDS. X=550603.1,Y=186297.9)

for ALTA/ACSM Land Title Surveys," as jointly established and adopted by ALTA and ACSM in 2011, and includes Items 1, 2, 3, 4, 5, 7(a), 8, 9, 11(a&b), 13, 16 and 18 of Table A thereof, and meets the Accuracy Standards (as adopted by ALTA and ACSM and in effect on the date of this certification), and that in locating or identifying recorded easements or other recorded documents I have relied upon the Commitment for Title Insurance issued by COMMERCIAL PARTNERS TITLE, LLC, dated June 11th, 2014 file no. 32344

Dated October 13th, 2014

Eric R. Vickaryous, P.L.S.#44125

# SCHEDULE B-2 TITLE COMMITMENT NOTES:

10. TERMS AND CONDITIONS OF AND EASEMENTS CONTAINED IN ORDINANCE DATED AUG. 8TH, 1885, FILED DECEMBER 12TH, 1955 IN BOOK 345 OF MISC., PAGE 288. THIS DOCUMENT IS ILLEGIBLE AND THEREFORE, NOTHING IS SHOWN GRAPHICALLY.

11. TERMS AND CONDITIONS OF CERTIFICATION OF REZONING DATED FEB. 18TH, 1953, FILED MAY 19, 1953 IN BOOK 317 OF DEEDS, PAGE 619. REZONED PROPERTY FROM RESIDENTIAL AND FARMING DISTRICT TO INDUSTRIAL DISTRICT.

OFFICIALLY MAPS THE RIGHT OF WAY FOR FUTURE TWIN LAKES PARKWAY, WHICH RUNS ALONG SOUTHERN BOUNDARY OF SUBJECT

12. TERMS AND CONDITIONS OF ORINANCE NO. 1213 DATED OCTOBER 26TH, 1998, FILED NOV. 5TH, 1999, AS DOC. NO. 3284339. THIS ORDINANCE

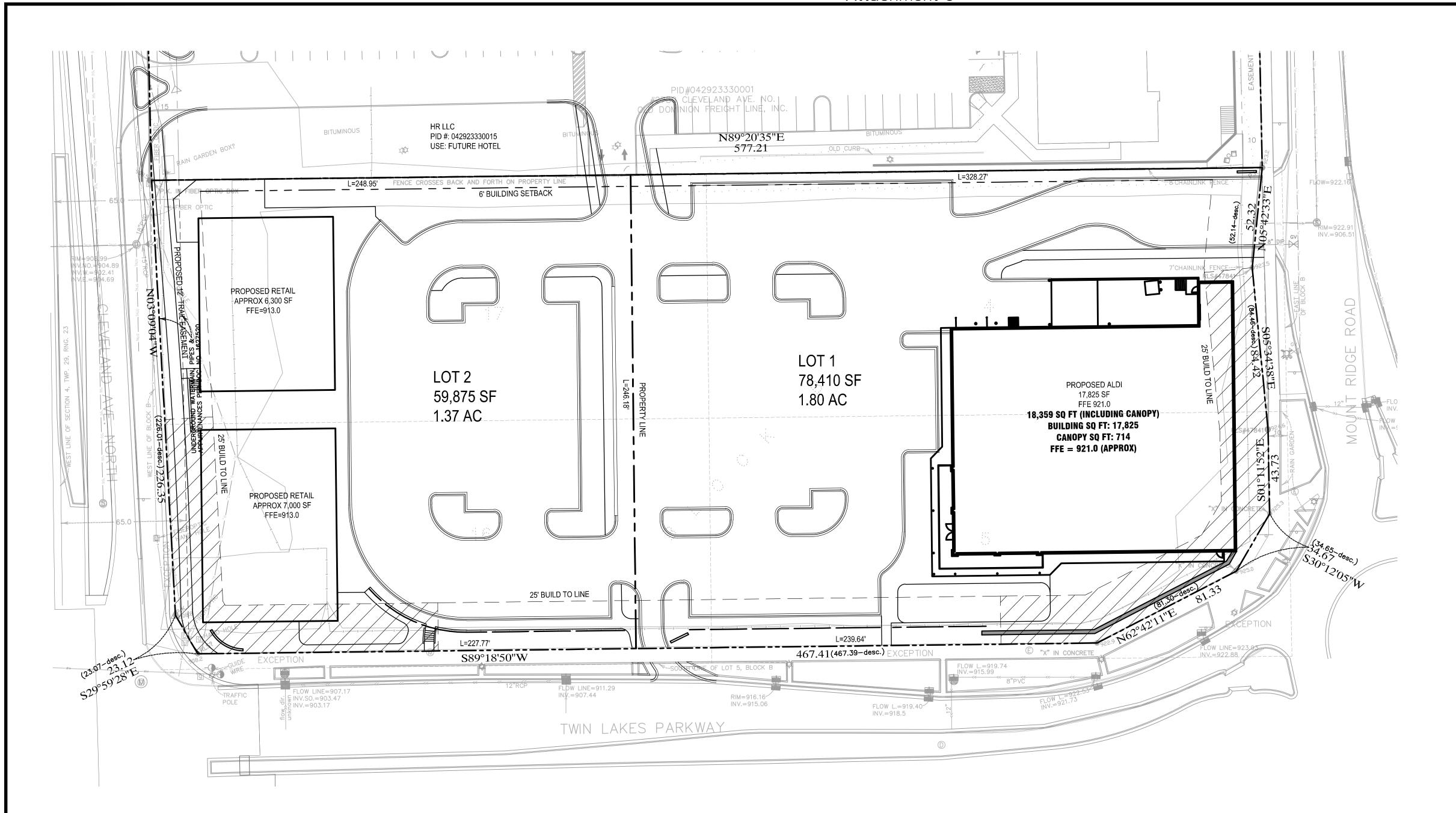
DOCUMENT DATED JULY 29TH, 1964, FILED AUGUST 27TH, 1964 IN BOOK 1923, PAGE 395. EASEMENT IS SHOWN ON SURVEY. 14. EASEMENT FOR ROAD PURPOSES IN FAVOR OF THE CITY OF ROSEVILLE AS CREATED IN DOC. DATED APRIL 29TH, 1959, FILED JUNE 7TH,

13. EASEMENT FOR UNDERGROUND WATER MAINS, PIPES AND APPURTENANCES, IN FAVOR OF VILLAGE OF ROSEVILLE, AS CREATED IN

1960 AS DOC. NO. 151184 IN BOOK 1685 OF RCR, PAGE 466. THE PROPERTY DESCRIBED IN THAT CERTAIN INDENTURE DATED APRIL 29TH, 1959, RECORDED JUNE 7TH, 1960, AS DOC. NO. 1511814 IN BOOK 1685 OF RCR, PAGE 466 IS LOCATED ENTIRELY OUTSIDE THE BOUNDARY OF SUBJECT PROPERTY.

**REVISION SUMMARY** DATE DESCRIPTION

SITE SURVEY



# PRELIMINARY PLAT NOTES:

- PROPOSED NAME OF SUBDIVISION: THE CLEVELAND CLUB
- 2. LEGAL DESCRIPTION OF THE PROPERTY:

LOTS FOUR (4), FIVE (5), SIXTEEN (16) AND SEVENTEEN, BLOCK B, TWIN VIEW, ALL ACCORDING TO THE PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE REGISTER OF DEEDS IN AND FOR RAMSEY COUNTY, MINNESOTA.

- 3. SITE ADDRESS: 2700 CLEVELAND AVENUE NORTH, ROSEVILLE, MN 55113
- 4. PROPERTY OWNER: JAVA CAPITAL PARTNERS 2700 CLEVELAND CLUB, 333 WASHINGTON AVENUE NORTH, SUITE 401, ROSEVILLE, MN 55401
- 5. SUBDIVIDER: JAVA CAPITAL PARTNERS 2700 CLEVELAND CLUB, 333 WASHINGTON AVENUE NORTH, SUITE 401, ROSEVILLE, MN 55401
- 6. ENGINEER: CIVIL SITE GROUP, 4931 W 35TH ST, SUITE 200, ST. LOUIS PARK, MN 55416
- 7. SURVEYOR: ERIC VICKARYOUS, RLS # 44125, ACRE LAND SURVEYING, INC., 9140 BALTIMORE STREET NE, SUITE 100, BLAINE, MN 55449
- 8. CURRENT ZONING: CMU COMMUNITY MIXED USE
- 9. THE GROSS LAND AREA IS 138,277 +/- SQUARE FEET OR 3.17 +/- ACRES.
- 10. PROPOSED SUBDIVISION SUMMARY:
- LOT 1: GROCERY: 78,410 +/- SQUARE FEET OR 1.80 +/- ACRES
- LOT 2: RETAIL: 59,867 +/- SQUARE FEET OR 1.37 +/- ACRE

# ZONING NOTES:

CURRENT ZONING: CMU - COMMUNITY MIXED USE

PROPOSED ZONING: CMU - COMMUNITY MIXED USE

ZONING REGULATIONS

HEIGHT: HEIGHT IS NOT LIMITED

SETBACKS:

FRONT YARD: SEE CITY OF ROSEVILLE ZONING CODE SIDE YARD: 6 FEET

# CITY OF ROSEVILLE SITE SPECIFIC NOTES:

1. RESERVED FOR CITY SPECIFIC NOTES.

SITE PLAN LEGEND:

— -- PROPERTY LINE

BUILD TO AREA

DATE DESCRIPTION

12/15/14 PRELIMINARY PLAT SUBMITTAL
. . .

DATE 12/15/14 LICENSE NO. 44263

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF

CIVILDILL G R O U P

4931 W. 35TH ST. SUITE 200 ST. LOUIS PARK, MN 55416 CivilSiteGroup.com

333 Washington Ave N, Suite 210 Minneapolis, Minnesota 55401 612.676.2700 www.djr-inc.com

952-250-2003

AND

CAPIT,

700

2

763-213-3944

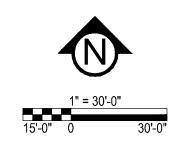
REVISION SUMMARY

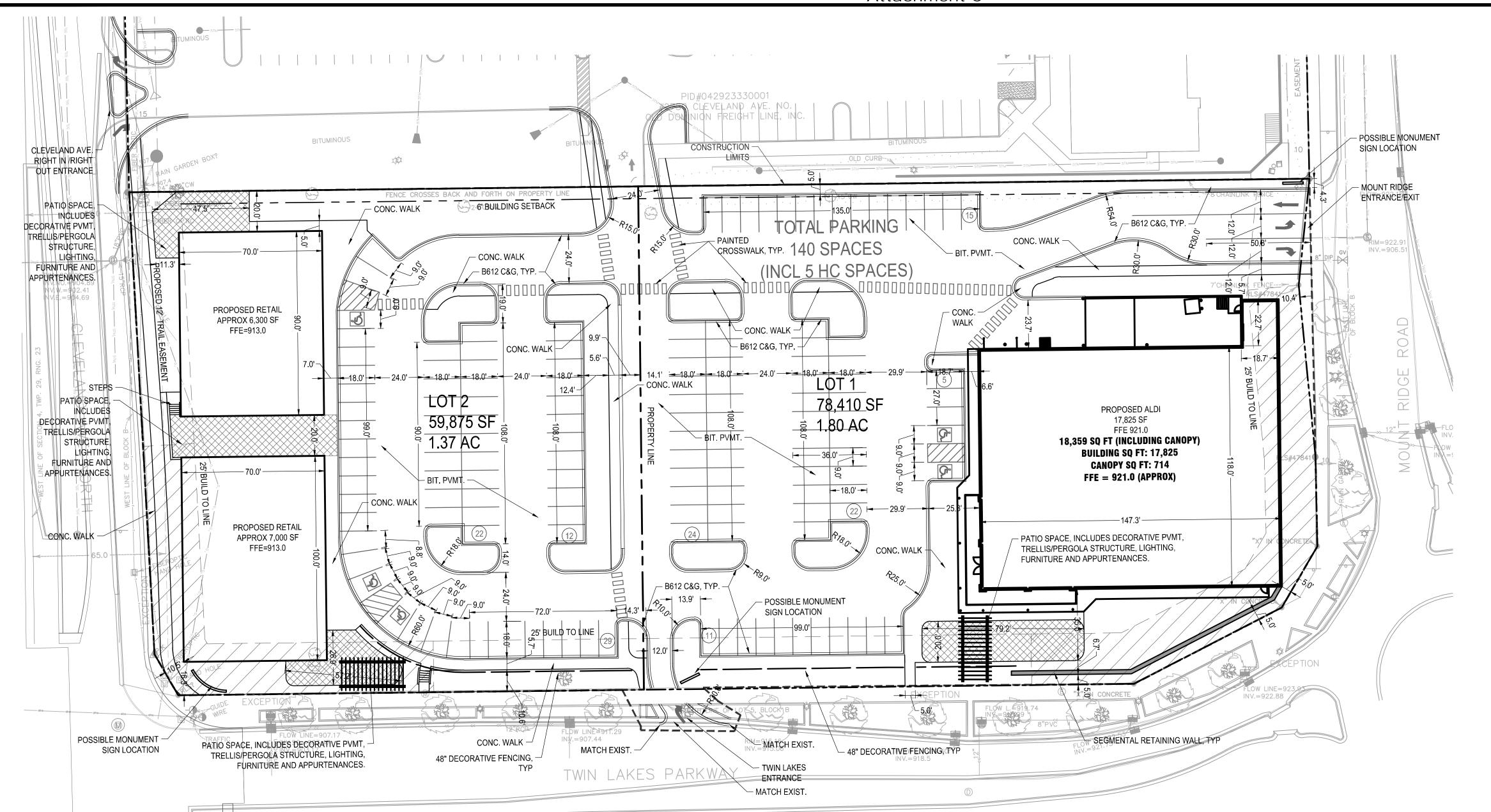
DATE DESCRIPTION

PRELIMINARY PLAT

C0.2







# SITE LAYOUT NOTES:

- 1. CONTRACTOR SHALL VERIFY LOCATIONS AND LAYOUT OF ALL SITE ELEMENTS PRIOR TO BEGINNING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, LOCATIONS OF EXISTING AND PROPOSED PROPERTY LINES, EASEMENTS, SETBACKS, UTILITIES, BUILDINGS AND PAVEMENTS. CONTRACTOR IS RESPONSIBLE FOR FINAL LOCATIONS OF ALL ELEMENTS FOR THE SITE. ANY REVISIONS REQUIRED AFTER COMMENCEMENT OF CONSTRUCTION, DUE TO LOCATIONAL ADJUSTMENTS SHALL BE CORRECTED AT NO ADDITIONAL COST TO OWNER. ADJUSTMENTS TO THE LAYOUT SHALL BE APPROVED BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF MATERIALS. STAKE LAYOUT FOR APPROVAL.
- 2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, INCLUDING A RIGHT-OF-WAY AND STREET OPENING PERMIT.
- 3. THE CONTRACTOR SHALL VERIFY RECOMMENDATIONS NOTED IN THE GEO TECHNICAL REPORT PRIOR TO INSTALLATION OF SITE IMPROVEMENT MATERIALS.
- 4. CONTRACTOR SHALL FIELD VERIFY COORDINATES AND LOCATION DIMENSIONS OF THE BUILDING AND STAKE FOR REVIEW AND APPROVAL BY THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION OF FOOTING MATERIALS.
- 5. LOCATIONS OF STRUCTURES, ROADWAY PAVEMENTS, CURBS AND GUTTERS,
  BOLLARDS, AND WALKS ARE APPROXIMATE AND SHALL BE STAKED IN THE FIELD, PRIOR
  TO INSTALLATION, FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE
  APPLIED.
- 6. CURB DIMENSIONS SHOWN ARE TO FACE OF CURB. BUILDING DIMENSIONS ARE TO FACE OF CONCRETE FOUNDATION. LOCATION OF BUILDING IS TO BUILDING FOUNDATION AND SHALL BE AS SHOWN ON THE DRAWINGS.
- 7. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR SAMPLES AS SPECIFIED FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO FABRICATION FOR ALL PREFABRICATED SITE IMPROVEMENT MATERIALS SUCH AS, BUT NOT LIMITED TO THE FOLLOWING, FURNISHINGS, PAVEMENTS, WALLS, RAILINGS, BENCHES, FLAGPOLES, LANDING PADS FOR CURB RAMPS, AND LIGHT AND POLES. THE OWNER RESERVES THE RIGHT TO REJECT INSTALLED MATERIALS NOT PREVIOUSLY APPROVED.
- 8. PEDESTRIAN CURB RAMPS SHALL BE CONSTRUCTED WITH TRUNCATED DOME LANDING AREAS IN ACCORDANCE WITH A.D.A. REQUIREMENTS-SEE DETAIL.

- CROSSWALK STRIPING SHALL BE 24" WIDE WHITE PAINTED LINE, SPACED 48" ON CENTER PERPENDICULAR TO THE FLOW OF TRAFFIC. WIDTH OF CROSSWALK SHALL BE 5' WIDE. ALL OTHER PAVEMENT MARKINGS SHALL BE WHITE IN COLOR UNLESS OTHERWISE NOTED OR REQUIRED BY ADA OR LOCAL GOVERNING BODIES.
- 10. CURB AND GUTTER TYPE SHALL BE B612 UNLESS OTHERWISE NOTED ON THE DRAWINGS-TAPER BETWEEN CURB TYPES-SEE DETAIL.
- 11. ALL CURB RADII ARE MINIMUM 3' UNLESS OTHERWISE NOTED.
- 12. CONTRACTOR SHALL REFER TO FINAL PLAT FOR LOT BOUNDARIES, NUMBERS, AREAS AND DIMENSIONS PRIOR TO SITE IMPROVEMENTS.
- 13. FIELD VERIFY ALL EXISTING SITE CONDITIONS, DIMENSIONS.
- 14. PARKING IS TO BE SET PARALLEL OR PERPENDICULAR TO EXISTING BUILDING UNLESS NOTED OTHERWISE.
- 15. ALL PARKING LOT PAINT STRIPPING TO BE WHITE, 4" WIDE TYP.
- 16. ALL TREES THAT ARE TO REMAIN ARE TO BE PROTECTED FROM DAMAGE WITH A CONSTRUCTION FENCE AT THE DRIP LINE. SEE LANDSCAPE DOCUMENTS.
- 17. PROVIDE ACCESSIBLE CURB RAMPS AT ALL WALKS WHERE CROSSWALKS ARE PROPOSED

# CITY OF ROSEVILLE SITE SPECIFIC NOTES:

RESERVED FOR CITY SPECIFIC NOTES.

SITE AREA	CALCULATIONS

·		·	·		
SITE AREA CALCULATIONS					
	EXISTIN	<b>IG</b>	PROPOSED	LOT 1	PROPOSED LOT 2
BUILDING COVERAGE	0 SF	0.0%	17,825 S	F 22.7%	13,300 SF 22.2%
ALL PAVEMENTS	0 SF	0.0%	38,434 S	F 49.0%	25,852 SF 43.2%
ALL WALKS	SF	0.0%	6,522 S	F 8.3%	9,050 SF 15.1%
ALL NON-PAVEMENTS	138,285 SF	100.0%	15,629 S	F 19.9%	11,673 SF 19.5%
TOTAL SITE AREA	138,285 SF	100.0%	78,410 S	F 100.0%	59,875 SF 100.0%
IMPERVIOUS SURFACE					
EXISTING CONDITION	0 SF	0.0%			
PROPOSED CONDITION LOT 1	62,781 SF	45.4%	62,781 S	F 80.1%	
PROPOSED CONDITION LOT 2	48,202 SF	34.9%			48,202 SF 80.5%
DIFFERENCE (EX. VS PROP.)	110,983 SF	45.4%			
IMPERVIOUS TOTAL	110,983 SF	80.3%			
EROSION CONTROL QUANTITIES					
DISTURBED AREA	138,285 SF				
SILT FENCE/BIO-ROLL	1,590 LF				
EROSION CONTROL BLANKET	1,000 SF				
INLET PROTECTION DEVICES	4 EA				
SURFACE PARKING QUANTITIES					
	AREA		RATE		
ALDI	17,825 SF		1/325 SF	55	
COMMERCIAL	13,300 SF				
RETAIL		7,000 SF	1/325 SF	22	
RESTAURANT		6,300 SF	1/60 SF FLR AREA	63	
TOTAL MAX REQ				140	
TOTAL PROVIDED				140	

# SITE PLAN LEGEND:

CONCRETE PAVEMENT AS SPECIFIED (PAD OR WALK)

\_\_\_ \_ PROPERTY LINE

CURB AND GUTTER-SEE NOTES

-- (T.O.) TIP OUT GUTTER WHERE APPLICABLE-SEE PLAN

TRAFFIC DIRECTIONAL ARROWS

SIGN AND POST ASSEMBLY. SHOP DRAWINGS REQUIRED. HC = ACCESSIBLE SIGN NP = NO PARKING FIRE LANE

CP = COMPACT CAR PARKING ONLY

NORMAL DUTY BIT. PAVEMENT

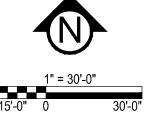
HEAVY DUTY BIT. PAVEMENT

GOPHER STATE ONE CALL

WWW.GOPHERSTATEONECALL.ORG

(800) 252-1166 TOLL FREE

(651) 454-0002 LOCAL



4931 W. 35TH ST. SUITE 200 ST. LOUIS PARK, MN 55416 CivilSiteGroup.com Matt Pavek Pat Sarver 763-213-3944 952-250-2003

333 Washington Ave N, Suite 210 Minneapolis, Minnesota 55401 612.676.2700 www.djr-inc.com

LAND
OSEVILLE, MN
OO CLEVELAND AN

2700 CLEVELAND AVENUE,
CAPITAL PARTNERS 27

700

3

I HEREBY CERTIFY THAT THIS PLAN,
SPECIFICATION, OR REPORT WAS
PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND THAT I AM A DULY
LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF

SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Matthew R. Pavek

DATE 12/15/14 LICENSE NO. 44263

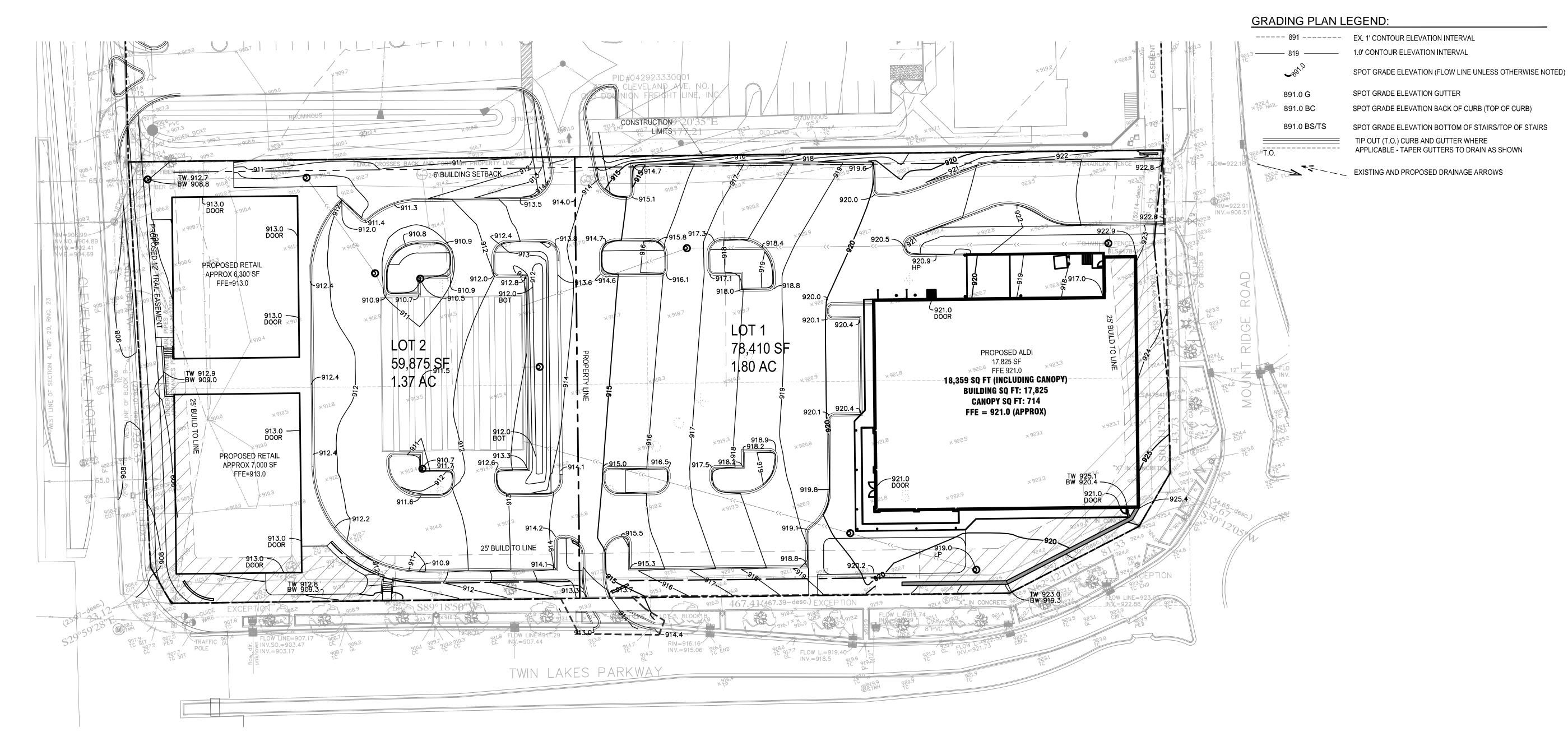
ISSUE/SUBMITTAL SUMMARY

DATE DESCRIPTION

12/15/14 PRELIMINARY PLAT SUBMITTAL
...
...
...

SITE PLAN

C2.0



# **GENERAL GRADING NOTES:**

- 1. SEE SITE PLAN FOR HORIZONTAL LAYOUT & GENERAL GRADING NOTES.
- 2. THE CONTRACTOR SHALL COMPLETE THE SITE GRADING CONSTRUCTION (INCLUDING BUT NOT LIMITED TO SITE PREPARATION, SOIL CORRECTION, EXCAVATION, EMBANKMENT, ETC.) IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER'S SOILS ENGINEER. ALL SOIL TESTING SHALL BE COMPLETED BY THE OWNER'S SOILS ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOIL TESTS AND INSPECTIONS WITH THE SOILS ENGINEER.
- 3. GRADING AND EXCAVATION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS & PERMIT REQUIREMENTS OF THE CITY.
- 4. PROPOSED SPOT GRADES ARE FLOW-LINE FINISHED GRADE ELEVATIONS, UNLESS OTHERWISE NOTED.
- 5. GRADES OF WALKS SHALL BE INSTALLED WITH 5% MAX. LONGITUDINAL SLOPE AND 1% MIN. AND 2% MAX. CROSS SLOPE, UNLESS OTHERWISE NOTED.
- 6. PROPOSED SLOPES SHALL NOT EXCEED 3:1 UNLESS INDICATED OTHERWISE ON THE DRAWINGS. MAXIMUM SLOPES IN MAINTAINED AREAS IS 4:1
- 7. PROPOSED RETAINING WALLS, FREESTANDING WALLS, OR COMBINATION OF WALL TYPES GREATER THAN 4' IN HEIGHT SHALL BE DESIGNED AND ENGINEERED BY A REGISTERED RETAINING WALL ENGINEER. DESIGN DRAWINGS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF GRADE STAKES THROUGHOUT THE DURATION OF CONSTRUCTION TO ESTABLISH PROPER GRADES. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR A FINAL FIELD CHECK OF FINISHED GRADES ACCEPTABLE TO THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO TOPSOIL AND 13. TOLERANCES SODDING ACTIVITIES.
- 9. IF EXCESS OR SHORTAGE OF SOIL MATERIAL EXISTS, THE CONTRACTOR SHALL TRANSPORT ALL EXCESS SOIL MATERIAL OFF THE SITE TO AN AREA SELECTED BY THE CONTRACTOR, OR IMPORT SUITABLE MATERIAL TO THE SITE.

- 10. EXCAVATE TOPSOIL FROM AREAS TO BE FURTHER EXCAVATED OR REGRADED AND STOCKPILE IN AREAS DESIGNATED ON THE SITE. THE CONTRACTOR SHALL SALVAGE ENOUGH TOPSOIL FOR RESPREADING ON THE SITE AS SPECIFIED. EXCESS TOPSOIL SHALL BE PLACED IN EMBANKMENT AREAS, OUTSIDE OF BUILDING PADS, ROADWAYS AND PARKING AREAS. THE CONTRACTOR SHALL SUBCUT CUT AREAS, WHERE TURF IS TO BE ESTABLISHED, TO A DEPTH OF 6 INCHES. RESPREAD TOPSOIL IN AREAS WHERE TURF IS TO BE ESTABLISHED TO A MINIMUM DEPTH OF 6 INCHES.
- FINISHED GRADING SHALL BE COMPLETED. THE CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING, INCLUDING ADJACENT TRANSITION AREAS. PROVIDE A SMOOTH FINISHED SURFACE WITHIN SPECIFIED TOLERANCES, WITH UNIFORM LEVELS OR SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN, OR BETWEEN SUCH POINTS AND EXISTING GRADES. AREAS THAT HAVE BEEN FINISH GRADED SHALL BE PROTECTED FROM SUBSEQUENT CONSTRUCTION OPERATIONS, TRAFFIC AND EROSION. REPAIR ALL AREAS THAT HAVE BECOME RUTTED BY TRAFFIC OR ERODED BY WATER OR HAS SETTLED BELOW THE CORRECT GRADE. ALL AREAS DISTURBED BY THE CONTRACTOR'S OPERATIONS 14.3. SHALL BE RESTORED TO EQUAL OR BETTER THAN ORIGINAL CONDITION OR TO THE REQUIREMENTS OF THE NEW WORK.
- 12. PRIOR TO PLACEMENT OF THE AGGREGATE BASE, A TEST ROLL WILL BE REQUIRED ON THE STREET AND/OR PARKING AREA SUBGRADE. THE CONTRACTOR SHALL PROVIDE A LOADED TANDEM AXLE TRUCK WITH A GROSS WEIGHT OF 25 TONS. THE TEST ROLLING SHALL BE AT THE DIRECTION OF THE SOILS ENGINEER AND SHALL BE COMPLETED IN AREAS AS DIRECTED BY THE SOILS ENGINEER. THE SOILS ENGINEER SHALL DETERMINE WHICH SECTIONS OF THE STREET OR PARKING AREA ARE UNSTABLE. CORRECTION OF THE SUBGRADE SOILS SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOILS ENGINEER.

- 13.1. THE BUILDING SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.30 FOOT ABOVE, OR 0.30 FOOT BELOW, THE PRESCRIBED ELEVATION AT ANY POINT WHERE MEASUREMENT IS MADE.
- 13.2. THE STREET OR PARKING AREA SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.05 FOOT ABOVE, OR 0.10 FOOT BELOW, THE PRESCRIBED

# ELEVATION OF ANY POINT WHERE MEASUREMENT IS MADE.

- 13.3. AREAS WHICH ARE TO RECEIVE TOPSOIL SHALL BE GRADED TO WITHIN 0.30 FOOT ABOVE OR BELOW THE REQUIRED ELEVATION, UNLESS DIRECTED OTHERWISE BY THE
- 13.4. TOPSOIL SHALL BE GRADED TO PLUS OR MINUS 1/2 INCH OF THE SPECIFIED

## 14. MAINTENANCE

- 14.1. THE CONTRACTOR SHALL PROTECT NEWLY GRADED AREAS FROM TRAFFIC AND EROSION, AND KEEP AREA FREE OF TRASH AND DEBRIS.
- 14.2. CONTRACTOR SHALL REPAIR AND REESTABLISH GRADES IN SETTLED, ERODED AND RUTTED AREAS TO SPECIFIED TOLERANCES. DURING THE CONSTRUCTION, IF REQUIRED, AND DURING THE WARRANTY PERIOD, ERODED AREAS WHERE TURF IS TO BE ESTABLISHED SHALL BE RESEEDED AND MULCHED.
- WHERE COMPLETED COMPACTED AREAS ARE DISTURBED BY SUBSEQUENT CONSTRUCTION OPERATIONS OR ADVERSE WEATHER, CONTRACTOR SHALL SCARIFY, SURFACE, RESHAPE, AND COMPACT TO REQUIRED DENSITY PRIOR TO FURTHER CONSTRUCTION.

## CITY OF ROSEVILLE GRADING NOTES:

1. RESERVED FOR CITY SPECIFIC GRADING NOTES.

## **EROSION CONTROL NOTES:**

SEE SWPPP ON SHEETS SW1.0-SW1.5

## GROUNDWATER INFORMATION:

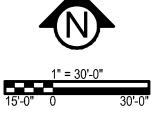
PER GEOTECHNICAL REPORT BY XXXXX, INC., DATED XX-XX-XX GROUNDWATER WAS OBSERVED AT ELEVATIONS RANGING FROM XXX.XX TO XXX.XX

# THE BORINGS & GROUNDWATER ARE AS FOLLOWS:

XXX.XX B-2 XXX.XX XXX.XX B-3 XXX.XX

PROPOSED FOOTING DRAIN TILE INVERT ELEVATION = XXX.XX





GROUP 4931 W. 35TH ST. SUITE 200 ST. LOUIS PARK, MN 55416 CivilSiteGroup.com

952-250-2003

333 Washington Ave N, Suite 210 Minneapolis, Minnesota 55401 612.676.2700 www.djr-inc.com

AND

700 3 O

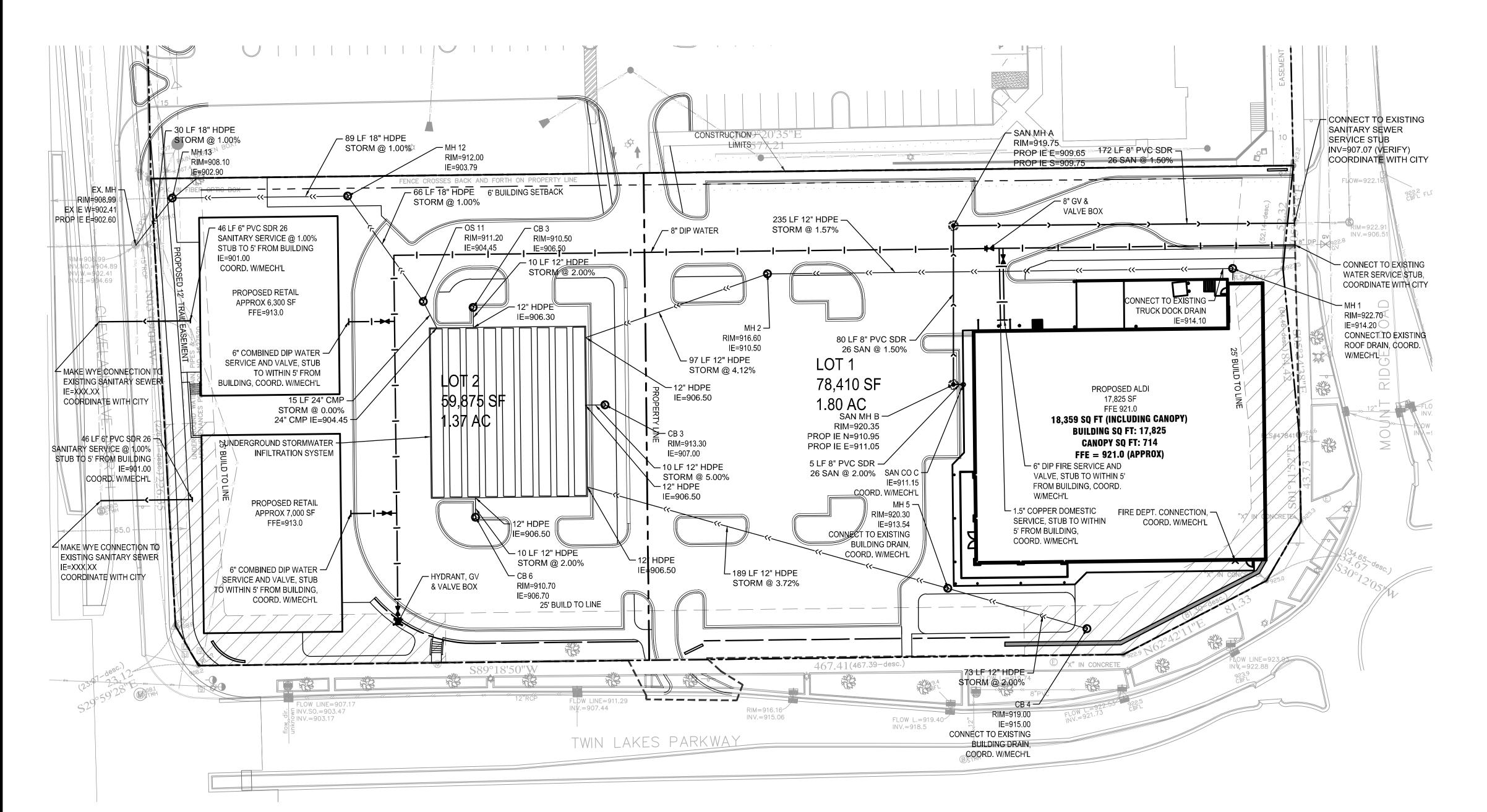
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER

UNDER THE LAWS OF THE STATE OF

DATE 12/15/14 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY							
DATE	E DESCRIPTION						
12/15/14	PRELIMINARY PLAT SUBMITTAL						
REVISION SUMMARY							
DATE	DESCRIPTION						

**GRADING PLAN** 



# **GENERAL UTILITY NOTES:**

- 1. SEE SITE PLAN FOR HORIZONTAL DIMENSIONS AND LAYOUT.
- 2. CONTRACTOR SHALL FIELD VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES OR VARIATIONS FROM THE PLANS.
- 3. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILTIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
- 4. UTILITY INSTALLATION SHALL CONFORM TO THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION" AND "SANITARY SEWER AND STORM SEWER INSTALLATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), AND SHALL CONFORM WITH THE REQUIREMENTS OF THE CITY AND THE PROJECT SPECIFICATIONS.
- 5. CASTINGS SHALL BE SALVAGED FROM STRUCTURE REMOVALS AND RE-USED OR PLACED AT THE DIRECTION OF
- 6. ALL WATER PIPE SHALL BE CLASS 52 DUCTILE IRON PIPE (DIP) UNLESS OTHERWISE NOTED.
- 7. ALL SANITARY SEWER SHALL BE SDR 26 POLYVINYL CHLORIDE (PVC) UNLESS OTHERWISE NOTED.
- 8. ALL STORM SEWER PIPE SHALL BE HDPE UNLESS OTHERWISE NOTED.
- 9. PIPE LENGTHS SHOWN ARE FROM CENTER TO CENTER OF STRUCTURE OR TO END OF FLARED END SECTION.
- 10. UTILTIES ON THE PLAN ARE SHOWN TO WITHIN 5' OF THE BUILDING FOOTPRINT. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR THE FINAL CONNECTION TO BUILDING LINES. COORDINATE WITH ARCHITECTURAL AND MECHANICAL PLANS.
- 11. CATCH BASINS AND MANHOLES IN PAVED AREAS SHALL BE SUMPED 0.04 FEET. ALL CATCH BASINS IN GUTTERS SHALL BE SUMPED 0.15 FEET PER DETAILS. RIM ELEVATIONS SHOWN ON THIS PLAN DO NOT REFLECT SUMPED ELEVATIONS.
- 12. ALL FIRE HYDRANTS SHALL BE LOCATED 5 FEET BEHIND BACK OF CURB UNLESS OTHERWISE NOTED.
- 13. HYDRANT TYPE, VALVE, AND CONNECTION SHALL BE IN ACCORDANCE WITH CITY REQUIREMENTS. HYDRANT EXTENSIONS ARE INCIDENTAL.

- 14. A MINIMUM OF 8 FEET OF COVER IS REQUIRED OVER ALL WATERMAIN, UNLESS OTHERWISE NOTED. EXTRA DEPTH MAY BE REQUIRED TO MAINTAIN A MINIMUM OF 18" VERTICAL SEPARATION TO SANITARY OR STORM SEWER LINES, EXTRA DEPTH WATERMAIN IS INCIDENTAL.
- 15. A MINIMUM OF 18 INCHES OF VERTICAL SEPARATION AND 10 FEET OF HORIZONTAL SEPARATION IS REQUIRED FOR ALL UTILITIES, UNLESS OTHERWISE NOTED.
- 16. ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE IN ACCORDANCE WITH CITY STANDARDS AND COORDINATED WITH THE CITY PRIOR TO CONSTRUCTION.
- 17. CONNECTIONS TO EXISTING STRUCUTRES SHALL BE CORE-DRILLED.
- 18. COORDINATE LOCATIONS AND SIZES OF SERVICE CONNECTIONS WITH THE MECHANICAL DRAWINGS.
- 19. COORDINATE INSTALLATION AND SCHEDULING OF THE INSTALLATION OF UTILITIES WITH ADJACENT CONTRACTORS AND CITY STAFF.
- 20. ALL STREET REPAIRS AND PATCHING SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CITY. ALL PAVEMENT CONNECTIONS SHALL BE SAWCUT. ALL TRAFFIC CONTROLS SHALL BE PROVIDED BY THE CONTRACTOR AND SHALL BE ESTABLISHED PER THE REQUIREMENTS OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CITY. THIS SHALL INCLUDE BUT NOT BE LIMITED TO SIGNAGE, BARRICADES, FLASHERS, AND FLAGGERS AS NEEDED. ALL PUBLIC STREETS SHALL BE OPEN TO TRAFFIC AT ALL TIMES. NO ROAD CLOSURES SHALL BE PERMITTED WITHOUT APPROVAL BY THE CITY.
- 21. ALL STRUCTURES, PUBLIC AND PRIVATE, SHALL BE ADJUSTED TO PROPOSED GRADES WHERE REQUIRED. THE REQUIREMENTS OF ALL OWNERS MUST BE COMPLIED WITH. STRUCTURES BEING RESET TO PAVED AREAS MUST MEET OWNERS REQUIREMENTS FOR TRAFFIC LOADING.
- 22. CONTRACTOR SHALL CORDINATE ALL WORK WITH PRIVATE UTILITY COMPANIES.
- 23. CONTRACTOR SHALL COORDINATE CONNECTION OF IRRIGATION SERVICE TO UTILITIES. COORDINATE THE INSTALLATION OF IRRIGATION SLEEVES NECESSARY AS TO NOT IMPACT INSTALLATION OF UTILITIES.
- 24. CONTRACTOR SHALL MAINTAIN AS-BUILT PLANS THROUGHOUT CONSTRUCTION AND SUBMIT THESE PLANS TO ENGINEER UPON COMPLETION OF WORK.
- 25. ALL JOINTS AND CONNECTIONS IN STORM SEWER SYSTEM SHALL BE GASTIGHT OR WATERTIGHT. APPROVED RESILIENT RUBBER JOINTS MUST BE USED TO MAKE WATERTIGHT CONNECTIONS TO MANHOLES, CATCHBASINS, OR OTHER STRUCTURES.

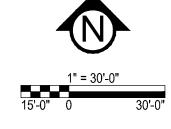
## CITY OF ROSEVILLE UTILITY NOTES:

RESERVED FOR CITY SPECIFIC UTILITY NOTES.

# **UTILITY LEGEND:**

MANHOLE OR CATCH BASIN —I——I— WATER MAIN >->------ SANITARY SEWER →>---- STORM SEWER





GROUP 4931 W. 35TH ST. SUITE 200 ST. LOUIS PARK, MN 55416 CivilSiteGroup.com 763-213-3944 952-250-2003

333 Washington Ave N, Suite 210 Minneapolis, Minnesota 55401 612.676.2700 www.djr-inc.com

N N

Ш

00

O

Z 9 2

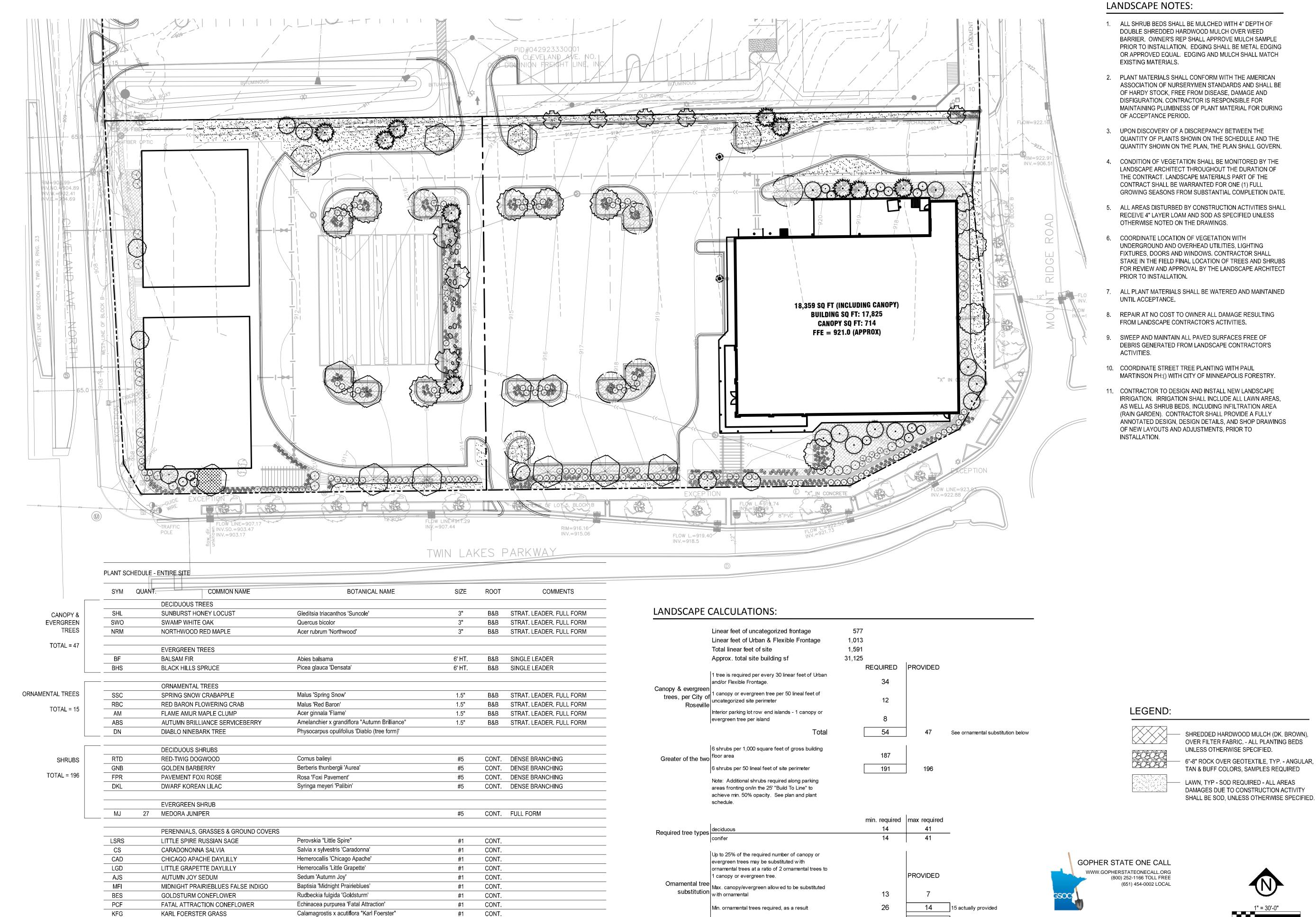
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF

DATE 12/15/14 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY DATE DESCRIPTION 12/15/14 PRELIMINARY PLAT SUBMITTAL

> REVISION SUMMARY DATE DESCRIPTION

> > **UTILITY PLAN**



4-PAK CONT. SOLD IN 4 COUNT PACKS OR FULL TRAYS

VM

RALPH SHUGERT PERIWINKLE

Vinca minor 'Ralph Shugert'

41

Min. allow able canopy/evergreen, as a result

47

- 1. ALL SHRUB BEDS SHALL BE MULCHED WITH 4" DEPTH OF DOUBLE SHREDDED HARDWOOD MULCH OVER WEED BARRIER. OWNER'S REP SHALL APPROVE MULCH SAMPLE PRIOR TO INSTALLATION. EDGING SHALL BE METAL EDGING OR APPROVED EQUAL. EDGING AND MULCH SHALL MATCH
- 2. PLANT MATERIALS SHALL CONFORM WITH THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND SHALL BE OF HARDY STOCK, FREE FROM DISEASE, DAMAGE AND DISFIGURATION. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING PLUMBNESS OF PLANT MATERIAL FOR DURING
- 3. UPON DISCOVERY OF A DISCREPANCY BETWEEN THE QUANTITY OF PLANTS SHOWN ON THE SCHEDULE AND THE QUANTITY SHOWN ON THE PLAN, THE PLAN SHALL GOVERN.
- 4. CONDITION OF VEGETATION SHALL BE MONITORED BY THE LANDSCAPE ARCHITECT THROUGHOUT THE DURATION OF THE CONTRACT. LANDSCAPE MATERIALS PART OF THE CONTRACT SHALL BE WARRANTED FOR ONE (1) FULL GROWING SEASONS FROM SUBSTANTIAL COMPLETION DATE
- 5. ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL RECEIVE 4" LAYER LOAM AND SOD AS SPECIFIED UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- COORDINATE LOCATION OF VEGETATION WITH UNDERGROUND AND OVERHEAD UTILITIES. LIGHTING FIXTURES, DOORS AND WINDOWS. CONTRACTOR SHALL STAKE IN THE FIELD FINAL LOCATION OF TREES AND SHRUBS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT
- 7. ALL PLANT MATERIALS SHALL BE WATERED AND MAINTAINED
- REPAIR AT NO COST TO OWNER ALL DAMAGE RESULTING FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.
- SWEEP AND MAINTAIN ALL PAVED SURFACES FREE OF DEBRIS GENERATED FROM LANDSCAPE CONTRACTOR'S
- 10. COORDINATE STREET TREE PLANTING WITH PAUL MARTINSON PH:() WITH CITY OF MINNEAPOLIS FORESTRY.
- 11. CONTRACTOR TO DESIGN AND INSTALL NEW LANDSCAPE IRRIGATION. IRRIGATION SHALL INCLUDE ALL LAWN AREAS, AS WELL AS SHRUB BEDS, INCLUDING INFILTRATION AREA (RAIN GARDEN). CONTRACTOR SHALL PROVIDE A FULLY ANNOTATED DESIGN, DESIGN DETAILS, AND SHOP DRAWINGS OF NEW LAYOUTS AND ADJUSTMENTS, PRIOR TO

GROUP 4931 W. 35TH ST. SUITE 200 ST. LOUIS PARK, MN 55416 CivilSiteGroup.com

Matt Pavek 763-213-3944 952-250-2003

333 Washington Ave N, Suite 210 Minneapolis, Minnesota 55401 612.676.2700 www.djr-inc.com

700

2

AND

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY

THE LAWS OF THE STATE OF MINNESOTA.

DATE 12/15/14 LICENSE NO. 24904

LICENSED LANDSCAPE ARCHITECT UNDER

ISSUE/SUBMITTAL SUMMARY DATE DESCRIPTION 12/15/14 PRELIMINARY PLAT SUBMITTAL

REVISION SUMMARY DATE DESCRIPTION

LANDSCAPE PLAN

Attachment B

#### EXTRACT OF THE JANUARY 7, 2015, ROSEVILLE PLANNING COMMISSION MEETING MINUTES

#### 5. Public Hearings

#### a. PLANNING FILE 15-002

# Request by JAVA Development for approval of a PRELIMINARY PLAT at 2700 Cleveland Avenue

Chair John Gisselquist opened the Public Hearing for Planning File 15-002 at approximately 6:36 p.m.

City Planner Thomas Paschke summarized the request and staff's analysis as detailed in the staff report dated January 7, 2015. Mr. Paschke advised that Lot 1 was intended for a proposed grocery store, and Lot 2 for two smaller retail buildings within this Community Mixed Use Zoning District. Mr. Paschke clarified that the property abutting this parcel on the north slated for hotel development would be moving forward to the City Council in the near future for approval in its final form, with this parcel following that process about one month later. Mr. Paschke reminded commissioners that both developments had intentionally been coordinated to facilitate shared amenities (e.g. parking) and other infrastructure needs and impacts in the broader area.

At the request of Member Daire, Mr. Paschke advised that a response from Ramsey County to the City's Engineer remained pending to his knowledge regarding access points depending on results of the final traffic study recently completed. Mr. Paschke noted that historically Ramsey County was very particular about access points onto their system (e.g. Cleveland Avenue) and any decisions rendered specific to this development would take that into consideration. Depending on the results of traffic counts, Mr. Paschke noted that it may be a non-issue, but the results would determine the City's and County's response when they become available (page 2, line 30)

Member Daire opined that heavy emphasis may be placed on two of the three access points, especially the one major access point straddling lot lines between Lots 1 and 2 of this development, depending on Ramsey County's response. Depending on Ramsey County's response, Member Daire asked if sufficient right-of-way and pathway was in place or if there was any wording that would allow expansion of the roadway width and curb cut in the center island to facilitate access from Cleveland Avenue to the hotels across those commercial parcels (page 3, line 47).

Mr. Paschke clarified that the proposal in this Preliminary Plat, as presented, contemplated access on the hotel site, and if supported by all jurisdictions and agencies, easements and/or sidewalks may need to be modified to facilitate conditions based on final designs. Mr. Paschke further clarified that similar conditions had been placed on the hotel development site, contemplating similar sidewalk requirements along Cleveland Avenue. However, without the traffic study results being available, Mr. Paschke potential information supporting that proposed design or Ramsey County's determination on whether or not they supported an access point at the proposed site, it was difficult to say at this point if revisions were needed for additional rights-of-way or sidewalks.

In referencing the extension of Twin Lakes Parkway extending the entrance ramp on I-35W, Member Daire questioned if that was a City or County facility.

Mr. Paschke responded that, at the juncture of Twin Lakes Parkway and Cleveland Avenue, three jurisdictions were involved: the Minnesota Department of Transportation (MnDOT), Ramsey County and the City of Roseville. Mr. Paschke reiterated that the traffic study would indicate at what point and to what extent access points were determined.

With Member Daire noting that a Preliminary Plat did not have all those questions answered, Mr. Paschke responded that a Preliminary Plat never did have that detailed information available.

At the request of Member Daire, Mr. Paschke advised that the final plat would have those questions answered, including access onto Cleveland Avenue and potential traffic flow across the properties, which was needed information before moving forward to final design and platting. Depending on the time for traffic study results and findings and recommendations of the City Engineer, and subsequent discussions with the applicant and other jurisdictions by the City Engineer, Mr. Paschke advised that those decisions would occur prior to any final plat approval.

Specific to the staff Design Review Committee (DRC), Member Daire asked how they had arrived at their conclusion regarding a "unified" development (page 2, line 34) and how they determined the two separate developments were related.

Mr. Paschke advised that, while not related, the area was considered as one development site, thus requiring coordination of a number of things, including storm water management, grading, shared access points, signage with a master sign plan for the area, and other infrastructure amenities. Mr. Paschke opined that neither site could stand on its own without assistance and coordination with adjacent parcels, thus the determination of a "unified" development, or in other words, one development with two separate developers.

At the request of Member Daire, Mr. Paschke confirmed that "unified" was not the same nor did it indicate being a Planned Unit Development (PUD).

At the request of Member Murphy, Mr. Paschke confirmed that staff had received no public comment to-date regarding this development or Preliminary Plat.

Member Stellmach questioned if staff had any sense of the potential tenants for the two retail buildings, which may impact proposed parking space.

Mr. Paschke advised that staff had no information on tenants at this time, and the use was simply identified as "retail," allowing for particular uses as defined by code. Mr. Paschke noted that some restaurant uses may be defined as more retail in nature versus a sit-down restaurant; but clarified that all were specifically addressed in code and parking was based on the square footage of the building itself. Based on the Preliminary Plat proposal at this point, Mr. Paschke advised that sufficient parking was available to meet minimum parking standards; and that analysis would be updated once a final use was identified and with the shared parking as identified.

Member Boguszewski questioned if, given the proposed size of retail buildings and the intent at this preliminary plat stage for two buildings, if the developer or owner could change that from two to one larger building.

Mr. Paschke suggested the developer respond to that question; reminding the Commission that at this preliminary plat stage, building size was not an applicable consideration as the body was basically approving the lots and lot lines for the parcel(s). Mr. Paschke noted that subsequent plans could definitely change from two to one building, and may vary several times throughout the process, since they were not etched in stone at this preliminary staff. While having proposed facilities identified may help to inform the process, Mr. Paschke noted that it was not a major consideration for preliminary plat approval.

Member Cunningham asked how a traffic study was done, whether specific to one development or cumulative in nature to determine area-wide affects in overall traffic patterns. For example, Member Cunningham sought information on the "before" and "after" impacts of the WalMart development, based on concerns expressed by residents about the huge amount of traffic such a development could create, and now how this future development would impact traffic.

Community Development Director Bilotta advised that the traffic study consisted of building a model, with each development added onto the other. Mr. Bilotta advised that this traffic study would take into account land use changes over time, including those from the WalMart development. Mr.

Bilotta noted that sometimes the studies went ever broader, referencing another traffic study being done by the City now for the entire Twin Lakes area related to Twin Lakes Parkway development and extension, that included areas involving Lincoln Drive and Snelling Avenue, as well as taking into consideration private development within that area, as well as the proposed hot lane on I-35W and other area-wide traffic situations.

Member Cunningham noted recent online postings and concerns expressed on the Neighborhood Forum about traffic; and asked if the public could be made aware of traffic study results before, now and after each study.

Mr. Bilotta clarified that this traffic study was related only to this project, but was related to the broader model, and offered to consult with the City Engineer to determine whether or not it had been finalized. Mr. Bilotta advised that the broader Twin Lakes traffic study still underway would take into account all these pieces, and provide that information to the City Council for local development impacts as well as background traffic under three different scenarios and considering local and regional issues and impacts.

Within that concept, Member Boguszewski cautioned the difficulties in comparing a development or redevelopment to nothing. Using Walmart as an example, Member Boguszewski noted that increased traffic increases needed to be proportioned and not skewed in interpretation based on that area never having been developed in the past.

Member Cunningham stated that, from her perspective, it was less about changes or a need to curtail development versus whether or not current infrastructure supported and was adequate for development or if it was indicated that better or improved traffic management or infrastructure was needed.

Using WalMart as an example, Mr. Bilotta noted that it was working fairly well, and while there were some impacts of course, the majority of traffic appeared to be moving more toward the west. Mr. Bilotta noted that, as part of the planning and zoning in the broader area, sensitivity was needed for various uses such as how different types of uses affected overall traffic or traffic during peak hours and differences in office building impacts and residential impacts as uses in the area.

At the request of Member Murphy, Mr. Bilotta clarified that the City became owner of the traffic studies, with the developer(s) paying for the studies as part of their application and development costs. Mr. Bilotta confirmed that the traffic studies were public data and accessible by the public when finalized.

Applicant Representatives: Mark Krogh, Java Properties; Patrick Saurer, Civil Site Group, 4931 W 35<sup>th</sup> Street, St. Louis Park, MN; with other development team members available in the audience.

#### Mark Krogh, Java Properties

Mr. Krogh advised that, due to non-disclosure requirements on potential users of the two retail buildings, as well as the larger grocery store building, he was unable to identify those users, even though the applicant was recipient of a number of Letters of Intent for the properties. Mr. Krogh did confirm that, while the applicant had originally intended one larger retail spot, the market was dictating interest in two smaller retail spots that would provide two separate end cap buildings with sufficient patio space for each building.

Mr. Krogh clarified that, while the grocery store was inadvertently identified in some documents as an "Aldi" facility, that was an error on his part and the end user had yet to be identified.

#### Dean Dovolis, DJ & R, 333 Washington Avenue, Mpls., MN

Mr. Dovolis confirmed that the applicant had received Letters of Interest from several sit-down restaurants already, making the patio and end cap buildings more marketable, along with meeting the urban retail building requirements of Roseville City Code. With the grocery store facility connected to those buildings with north/south sidewalks, as well as connecting to the hotel developments, Mr. Dovolis noted that this created a complex with stay, food, dining and other amenities available for a complete entity. Mr. Dovolis advised that it had been intentional to connect with and provide a common access between their buildings and site with the hotel site to complement each other.

Mr. Krogh stated that the hotel developers had been great to work with and were excited to be able to offer the potential restaurant tenants to their clientele to provide those amenities to their customers, especially with the walking path available to accommodate the broader pedestrian-friendly development.

Member Boguszewski asked if the Letters of Intent received by the developer were serving to drive the retail depiction and appeared to be final, with the buildings built to spec.

Mr. Krogh reiterated that the final plan was for one long, inline building, but recognized that such a facility was the most difficult to lease. However, based on feedback from potential users, Mr. Krogh noted the changed plan for separate, end cap buildings with outdoor patio space for restaurant user, even though they were more expensive to build, but appeared to be what the market was dictating.

At the request of Member Daire, Mr. Dovolis identified the illustrations displayed, elevations, stair access, and similar glazing on the front and backs of the buildings to conform to City Code requirements.

At the request of Member Stellmach, Mr. Dovolis advised that, no matter the tenant, the size of the grocery building would not change dramatically, and could even get smaller, but not larger, since it was identified as a specialty junior-sized grocery use.

Member Boguszewski noted that the site plan listed in the Minneapolis/St. Paul Business Journal had identified the grocery development as an "Aldi's."

Mr. Krogh admitted that this had been taken from other generic information and was an error on his part, and apologized for any confusion or misperceptions it had created.

Chair John Gisselquist closed Public Hearing at approximately 7:09 p.m. with no one appearing for or against.

Chair Gisselquist spoke in support of the Preliminary Plat as presented, opining that it appeared to be a sound plan with steps in place as detailed in the staff report. Chair Gisselquist asked staff to address potential changes in existing storm water management as a result of this development, and the exact location of the existing infrastructure.

Using the displayed map, Mr. Paschke pointed out the area of an existing storm water best management practices (BMP) facility originally installed by the City as part of Twin Lakes Parkway improvements, and if the proposed access point is supported, would be modified at the developer's expense.

Member Daire sought further clarification from staff regarding shared access if note allowed by Ramsey County, for access of Twin Lakes Parkway north through the center island.

Mr. Paschke reiterated that future determination depended on the results of the traffic study; but at this point, the presumption was that the two sites would have three access points: one off Iona from the hotel site, and two on this site. Mr. Paschke admitted that the presumption made more sense if the traffic study supported it, but would rely on different jurisdictions and authorities to make that decision and be based on the numbers identified with the traffic study model. Mr. Paschke noted that

the traffic study would direct the development and determine the location of access points and where and how they would best work with projected vehicle volumes.

Member Daire acknowledged that it remained an unknown until Ramsey County responded; however, he recognized the response provided by the developer and architect regarding the intent of the pass-through or route between sites as a positive rather than a negative. Therefore, Member Daire stated that it went a long distance in quieting his concerns based on those intents. Member Daire offered his support for the Preliminary Plat as presented.

At the request of Member Murphy, Mr. Paschke clarified that the hotel was proposed for construction right up to Mount Ridge Road, and therefore no access would be available in that area.

#### **MOTION**

Member Murphy moved, seconded by Member Gisselquist to recommend to the City Council approval of the proposed The Cleveland Club PRELIMINARY PLAT, based on the comments, findings and conditions as stipulated in the staff report dated January 7, 2015.

Ayes 7 Nays: 0 Abstentions: Motion carried.

# REQUEST FOR COUNCIL ACTION

Date: 1/26/2015

Item No.: 14.e

Department Approval

City Manager Approval

V. Pal Bette

Item Description: Dale Street Fire Station Site Redevelopment

#### BACKGROUND

On January 12, 2015 the City Council received an update of the Dale Street Fire Station

- 3 Redevelopment. Staff provided information that financing was still not secured for the
- development that Greater Metropolian Housing Corporation (GMHC) had proposed to develop.
- 5 At the RHRA meeting of January 20, 2015, the Board considered official termination of the
- 6 GMHC predevelopment agreement that expired June 30, 2014 in order for the HRA to solicit
- proposals for property owned by the RHRA located at 2325 Dale Street, 657, 661, 667, and 675
- 8 Cope Avenue using the past preliminary plat (now expired) as a basis for the development of the
- 9 properties. The HRA's action does not include the fire station at 2335 Dale Street. After further
- discussion with the developer and their lender representative at the meeting, the HRA took the
- 11 following action.
- Motion: Member Majerus moved, seconded by Member Etten to approve continuation of 12 negotiations and recommend to the City Council continuation of negotiations with the Greater 13 Minnesota Housing Corporation (GMHC) until a final date of February 13, 2015, subject to approval by the Roseville City Council at their January 26, 2015 regular business meeting; with 15 GMHC and Western Bank (lender) providing final financing decisions and satisfactory 16 completion and submission to HRA staff under the terms previously outlined (page 2, Section 3, 17 item f) in the expired Preliminary Development Agreement by February 13, 2015; and 18 satisfactory completion and submission to HRA staff of terms by the GMHC as outlined (page 2, 19 Section 3, items a through e), by February 9, 2015; with the understanding that if the City 20 Council subsequently terminates negotiations, the HRA also ratifies the termination. 21
- 22 The motion was approved unamouisly.
- 23 The complex motion has several parts including:
  - Acknowledgment that the predevelopment agreement has expired.
  - Provide GMHC additional time to secure a financing commitment (until February 13, 2015)
    - (Section 3f. text) Furnish satisfactory financial data to the Authority evidencing the Developer's ability to undertake the Development.

29 30

2425

26

27

28

- Provide GHMC additional time to get the following item delivered (until February 9, 2015)
  - O (Section 3a. text) Submit to the Authority a design proposal to be approved by the Authority showing the location, size, and nature of the proposed Development, including floor layouts, renderings, elevations, and other graphic or written explanations of the Development. The design proposal shall be accompanied by a proposed schedule for the starting and completion of all phases of Development.
  - o (Section 3b. text) Submit an overall cost estimate for the design and construction of the Development.
  - o (Section 3c. text) *Submit a time schedule for all phases of the Development.*
  - (Section 3d. text) Undertake and obtain such other preliminary economic feasibility studies, income and expense projections, and such other economic information as the Developer may desire to further confirm the economic feasibility and soundness of the Development.
  - O (Section 3e. text) Submit to the Authority the Developer's financing plan showing that the proposed Development is financially feasible, and, to the extent Developer seeks public financial assistance in any form (including reduced land cost, waiver of fees, and tax increment financing), evidence that such assistance is reasonably necessary to make the Development financially feasible.
- If the City Council decides to terminate negotiation with GMHC, the HRA's action will also terminate negotiations between the HRA and GHMC.

#### POLICY OBJECTIVE

Not applicable.

32

36

37

39

40

41 42

43

45

46

47

48 49

51

52

55 56

57

59

61

62

63

64

65

66

67

#### BUDGET IMPLICATIONS

If the City Council terminates any further negotiations with GMHC, it is anticipated that there will be additional staff time needed to solicit a new developer for the site. It is anticipated the City Council and RHRA would then schedule a meeting to outline next steps which will further outline any budget implications for the City and HRA. There is currently a joint City Council and RHRA meeting scheduled for February 9.

#### STAFF RECOMMENDATION

Staff has met with the City Attorney to discuss the appropriate alternatives given the RHRA 68 action. Based on the City Attorney's input, if the City Council does not wish for the project to 69 proceed, the City Council should, by motion, revoke the City's obligations under the MOU 70 between the City and RHRA on the basis that the MOU has expired and the City does not wish 71 to convey the subject property to the RHRA at this time and direct the City Manager and Mayor 72 to deliver correspondence to the RHRA memorializing that the City's obligations under the 73 MOU cease to exist. Alternatively, if there is a desire to wait to see if GMHC can meet the 74 RHRA's deadlines, the City Council can table discussion and any potential action on the topic 75

until a future date.

#### 77 REQUESTED COUNCIL ACTION

- 78 Based upon City Attorney recommendation, the two actions for City Council consideration are
- 79 the following:
- 80 MOTION to revoke the City's obligations under the MOU between the City and RHRA on the
- basis that the MOU has expired and the City does not wish to convey the subject property to the
- 82 RHRA at this time and direct the City Manager and Mayor to deliver correspondence to the
- 83 RHRA memorializing that the City's obligations under the MOU cease to exist.
- 84 **-or-**

86

MOTION to table discussion and any potential action on the topic until a future date.

Prepared by:

Jeanne Kelsey, 651-792-7086

Attachments:

A: Predevelopment Agreement

B: MOU

#### ROSEVILLE HOUSING AND REDEVELOPMENT AUTHORITY

# PRELIMINARY DEVELOPMENT AGREEMENT (Dale Street Redevelopment)

THIS AGREEMENT, dated this 19th day of November, 2013, by and between the Roseville Housing and Redevelopment Authority, a public body corporate and politic under the laws of Minnesota ("Authority") and Greater Metropolitan Housing Corporation, a Minnesota nonprofit corporation ("Developer"):

#### WITNESSETH:

WHEREAS, the Authority and the City of Roseville ("City") each own a portion of certain property within the City, which property is legally described in Exhibit A attached hereto ("Property"); and

WHEREAS, the Developer has submitted a preliminary proposal (the "Proposal") for the acquisition and redevelopment of the Property (the "Development"), which proposal is attached hereto as Exhibit B; and

WHEREAS, the Developer has requested the Authority to explore the use of certain public assistance to assist with the Development; and

WHEREAS, the Authority has determined that it is in the Authority's best interest that the Developer be designated sole developer of the Property during the term of this Agreement; and

WHEREAS, the Authority and the Developer are willing and desirous to undertake the Development if (i) a satisfactory agreement can be reached regarding the Authority's commitment for public costs necessary for the Development; (ii) satisfactory mortgage and equity financing, or adequate cash resources for the Development can be secured by the Developer; and (iii) the economic feasibility and soundness of the Development and other necessary preconditions have been determined to the satisfaction of the parties; and

WHEREAS, the Authority is willing to evaluate the Development and work toward all necessary agreements with the Developer if the Developer agrees to make the nonrefundable deposit described herein, which is intended, in part, to reimburse the Authority for its costs if the Development is abandoned by Developer or necessary agreements are not reached under the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and obligations set forth herein, the parties agree as follows:

- 1. Negotiations between the parties shall proceed in an attempt to formulate a definitive purchase and redevelopment contract ("Contract") based on the following:
  - (a) the Developer's Proposal, which shows the scope of the proposed

Development in its latest form as of the date of this Agreement, together with any changes or modifications required by the Authority;

- (b) a mutually satisfactory Contract to be negotiated and agreed upon in accordance with negotiations contemplated by this Agreement;
- (c) such documentation regarding economic feasibility of the Project as the Authority may wish to undertake during the term of this Agreement; and
  - (d) other terms and conditions of this Agreement.
- 2. It is the intention of the parties that this Agreement: (a) documents the present understanding and commitments of the parties; and (b) will lead to negotiation and execution of a mutually satisfactory Contract for the Development prior to the termination date of this Agreement. The Contract (together with any other agreements entered into between the parties hereto contemporaneously therewith) when executed, will supersede all obligations of the parties hereunder.
  - 3. During the term of this Agreement, the Developer shall:
  - (a) Submit to the Authority a design proposal to be approved by the Authority showing the location, size, and nature of the proposed Development, including floor layouts, renderings, elevations, and other graphic or written explanations of the Development. The design proposal shall be accompanied by a proposed schedule for the starting and completion of all phases of Development.
  - (b) Submit an overall cost estimate for the design and construction of the Development.
    - (c) Submit a time schedule for all phases of the Development.
  - (d) Undertake and obtain such other preliminary economic feasibility studies, income and expense projections, and such other economic information as the Developer may desire to further confirm the economic feasibility and soundness of the Development.
  - (e) Submit to the Authority the Developer's financing plan showing that the proposed Development is financially feasible, and, to the extent Developer seeks public financial assistance in any form (including reduced land cost, waiver of fees, and tax increment financing), evidence that such assistance is reasonably necessary to make the Development financially feasible.
  - (f) Furnish satisfactory financial data to the Authority evidencing the Developer's ability to undertake the Development.
  - 4. During the term of this Agreement, the Authority agrees to:
  - (a) Commence the process necessary to undertake such public assistance as is necessary pursuant to the terms of the Proposal, including without limitation

commencement of actions necessary to create a tax increment financing district that includes the Property.

- (b) Proceed to seek all necessary information with regard to the anticipated public costs associated with the Development.
- (c) Estimate the Authority's level and method of financial participation, if any, in the Development and develop a financial plan for the Authority's participation.
- (d) Either acquire the City-owned portion of the Property and grant to the Developer, or cause the City to grant to the Developer, a right of access to the Property for purposes of environmental and soil testing. Developer agrees to indemnify, save harmless, and defend the Authority and City, their officers, and employees, from and against any and all claims, actions, damages, liability and expense in connection with personal injury and/or damage to the Property arising from or out of any occurrence in, upon or at the Property caused by the act or omission of the Developer in connection with Developer's entry on the Property. Further, Developer shall not permit any mechanics', materialmens' or other liens to stand against the Property or any part thereof for work or materials furnished to Developer in connection with the right of entry granted pursuant to this Agreement and Developer agrees to indemnify, defend and hold harmless the Authority and City from and against the same.
- 5. It is expressly understood that execution of the Contract shall be subject to:
- (a) A determination by the Authority in its sole discretion that its undertakings are feasible based on (i) the projected tax increment revenues and any other revenues designated by the Authority (to the extent requested by Developer); (ii) the purposes and objectives of any tax increment, development, or other plan created or proposed for the purpose of providing financial assistance for the Development, if any, including the determination that such assistance is reasonably necessary in order to make the Development possible; (iii) the best interests of the Authority.
- (b) A determination by the Developer that the Development is feasible and in the best interests of the Developer.
- (c) Successful conveyance of the City-owned portion of the Property to the Authority, pursuant to the terms of the Memorandum of Understanding between the City and Authority dated as of October 22, 2012, as amended.
- 6. This Agreement is effective from the date hereof through June 30, 2014, unless extended with approval of the Authority's board of commissioners. After expiration of the term of this Agreement, neither party shall have any obligation hereunder except as expressly set forth to the contrary herein.
- 7. The Developer shall be solely responsible for all costs incurred by the Developer. In addition, the Developer shall reimburse the Authority for Administrative Costs, as hereafter defined. For the purposes of this Agreement, the term "Administrative Costs" means out of pocket costs incurred by the Authority and City together with staff costs of the Authority and City, all

attributable to or incurred in connection with the negotiation and preparation of this Agreement, the Contract, and other documents and agreements in connection with the Development, including without limitation all costs in connection with replatting of the Property and the cost of financial advisors, attorneys, and planning and environmental consultants.

In order to secure payment of the Administrative Costs incurred by the Authority during the term of this Agreement, the Developer shall deliver to the Authority cash or a certified check in the amount of \$5,000, such delivery to occur upon execution of this Agreement. The Authority will utilize the funds delivered by the Developer to pay or reimburse itself for Administrative Costs. Administrative Costs incurred by the Authority during the term of this Agreement and exceeding \$5,000 will be paid by the Authority. Upon termination of this Agreement, the Authority will return to the Developer the funds paid by the Developer to the Authority pursuant to this Section 7, less an amount equal to the Administrative Costs incurred by the Authority through the date of notice of termination, provided that if the parties proceed to the negotiation of the Contract, any portion of the funds delivered by the Developer under this Agreement may be applied to any Administrative Costs incurred in connection with the negotiation and preparation of the Contract and payable by the Developer. For the purposes of this paragraph, Administrative Costs are considered to be incurred if they have been paid, relate to services performed, or are payable under a contract entered into, on or before the date of the notice of termination.

This Section 7 shall survive termination of this Agreement and shall be binding on the Developer regardless of the enforceability of any other provision of this Agreement.

- 8. This Agreement may be terminated upon 5 days written notice by a party to the other party if:
  - (a) in the respective sole discretion of the Authority or the Developer, an impasse has been reached in the negotiation or implementation of any material term or the completion or execution of any material condition of this Agreement or the Contract; or
    - (b) a party fails to perform any of its obligations under this Agreement.

If either party terminates the Agreement under this Section 8, the Developer shall remain liable to the Authority to the extent provided under Section 7 of this Agreement.

- 9. During the term of this Agreement, the Authority agrees that it will not negotiate or contract with any other party concerning the sale or development of the Property. The Developer shall not assign or transfer its rights under this Agreement in full or in part, or enter into any subcontracts to perform any of its obligations hereunder, without the prior written consent of the Authority.
- 10. In the event that the Developer, its heirs, successors or assigns, fail to comply with any of the provisions of this Agreement, the Authority may proceed to enforce this Agreement by appropriate legal or equitable proceedings, or other similar proceedings, and if the Authority is the prevailing party, the Developer, its heirs, successors or assigns, agree to pay all costs of such enforcement, including reasonable attorneys' fees.
  - 11. If any portion of this Agreement is held invalid by a court of competent jurisdiction,

such decision shall not affect the validity of any remaining portion of the Agreement.

- 12. In the event any covenant contained in this Agreement should be breached by one party and subsequently waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach.
- 13. Notice or demand or other communication between or among the parties shall be sufficiently given if sent by mail, postage prepaid, return receipt requested or delivered personally:

(a) As to the Authority: Roseville Housing and Redevelopment Authority

2660 Civic Center Drive Roseville, MN 55113 Attn: Executive Director

(b) As to the Developer: Greater Metropolitan Housing Corporation

15 South Fifth Street, Suite 710 Minneapolis, MN 55402

Attn: President

- 14. This Agreement may be executed simultaneously in any number of counterparts, all of which shall constitute one and the same instrument.
- 15. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
- 16. The Developer hereby agrees to protect, defend and hold the Authority, the City and their officers, elected and appointed officials, employees, administrators, commissioners, agents, and representatives harmless from and indemnified against any and all loss, cost, fines, charges, damage and expenses, including, without limitation, reasonable attorneys fees, consultant and expert witness fees, and travel associated therewith, due to claims or demands of any kind whatsoever caused by Developer or arising out of actions of Developer (and excluding those caused by or arising out of the Authority's or City's own acts or conduct) with regard to (i) the development, marketing, sale or leasing of all or any part of the Property, including, without limitation, any claims for any lien imposed by law for services, labor or materials furnished to or for the benefit of the Property, or (ii) any claim by the state of Minnesota or the Minnesota Pollution Control Agency or any other person pertaining to the violation of any permits, orders, decrees or demands made by said persons or with regard to the presence of any pollutant, contaminant or hazardous waste on the Property deposited or released by Developer; and (iii) or by reason of the execution of this Agreement or the performance of this Agreement. The Developer, and the Developer's successors or assigns, agree to protect, defend and save the Authority, and its officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys fees, consulting engineering services, and other technical, administrative or professional assistance incurred by the Authority as a result of the actions of Developer. This indemnity shall be continuing and shall survive the performance, termination or

cancellation of this Agreement. Nothing in this Agreement shall be construed as a limitation of or waiver by the Authority of any immunities, defenses, or other limitations on liability to which the Authority is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.

IN WITNESS WHEREOF, the Authority has caused this Agreement to be duly executed in its name and behalf and its seal to be duly affixed hereto and the Developer has caused this Agreement to be duly executed as of the day and year first above written.

> GREATER METROPOLITAN HOUSING CORPORATION

ROSEVILLE REDEVELOPMENT AUTHORITY

HOUSING

AND

Its President

Its Executive Director

#### **EXHIBIT A**

#### **Description of Property**

Lots 18, 19, 20, 21, and 22, Block 1, O'Neil's Addition, according to the recorded plat thereof, County of Ramsey, State of Minnesota.

And

Copes Subdivision of LOT 1 of Cope's Subdivision of the SE ¼ of Section 11, Township Subject to Road; Then 134 FT of E 247 FT & N 131 FT of W 78 FT of E 325 FT of LOT 12

#### EXHIBIT B

#### **Project Proposal**



phone: (612) 339-0601 fax: (612) 339-0608 info@gmhchousing.org www.gmhchousing.org

September 26, 2013

Minneapolis, MN 55402

Dear Roseville HRA,

Greater Metropolitan Housing Corporation (GMHC) is pleased to submit the enclosed information for your consideration in response to the Dale Street Fire Station Redevelopment Request for Proposal to purchase and redevelop the 3-acre parcel of land located at the west side of Dale Street between Lovell and Cope Avenues.

Based on the RHRA's Corridors Development Initiative (CDI) process, GMHC has created a proposal that addresses the CDI findings and aims to meet the guidelines outlined in the RFP. This proposal promotes intergenerational living, mixed incomes, and community green space.

We propose to construct 29 green, sustainable, single family homes:

- o 12 two-story single family homes set in a court style configuration
  - 4 bedrooms, 3.5 bathrooms
  - 2,400 square feet
  - · 2 car attached garage
- o 8 single level accessible senior homes
  - · 2 bedrooms, 1 bathroom
  - Style 1 1,600 square feet, 2 bedrooms, 2 bathrooms
  - · 2 car tandem attached garage
  - Style 2 1,000 square feet, 2 bedrooms, 1 bathroom
  - 1 car attached garage
- 9 townhomes
  - 4 bedrooms, 3.5 bathrooms
  - · 2,100 square feet
  - 2 car tuck under garage
- Each unit has a dedicated outdoor space porch, patio, and/or balcony.
- Shared courtyard and sidewalks throughout encourage neighborhood connectivity.
- Rain gardens will be created to capture storm water runoff and create a buffer between existing homes.

- Site design to meet City of Roseville requirements for storm water management and site improvements.
- All homes will follow MN 2011 Enterprise Green Communities Criteria.

These homes will blend into and complement the existing neighborhood. All of the units will be owner-occupied housing. All the homes will be sold at market rate. Currently, our estimated resale prices are as follows:

Senior Small Model	\$225,000
Senior Large Model	\$250,000
Dale Townhome	\$275,000
Single Family Detached	\$295,000

GMHC is working with Ramsey County to tie the County's Senior Housing Regeneration Program in with this development. Seniors would be able to use the equity in their existing homes to be put towards the purchase of a senior townhome unit. GMHC in turn would renovate their former home and sell it to a new owner-occupant with a focus on families at or below 80% of Area Median Income (AMI). So, in addition to the 29 new units, there is the possibility of an additional 8 renovated homes.

GMHC is committed to building quality, energy efficient green homes that will benefit the homeowner and neighborhood for decades. This project will use the 2011 Enterprise Green Communities Criteria with Minnesota Overlay as the guide to incorporating green design and efficiency standards into the home and neighborhood. Features of the green homes include Energy Star appliances, windows, ventilation, and lighting; low-flow plumbing fixtures, and high efficiency mechanical systems including 95% efficiency or greater furnace, 14-SEER central air-conditioning, programmable thermostat, and air-exchanger for whole house ventilation. The exterior features include durable Hardi-Plank Lap siding, LP Smartside soffits, fascia and trim, and Structural Insulated Panels (SIPs). GMHC uses building products free of any toxic glue or formaldehyde and all paints and stains are water-based low-VOC products.

The green features of this proposal extend to the surrounding area through the preservation of trees wherever possible and the addition of landscaping and rain gardens to help capture water runoff created by the addition of new impervious surfaces. Landscaping incorporating native and adaptive plants will be added throughout the development.

GMHC plans to seek a green certification as part of the overall construction process such as Minnesota GreenStar or MN Green Path based on the best fit of the finalized design.

As a non-profit developer with over 40 years of experience, GMHC has the knowledge and resources to develop this site in a manner that benefits the community by creating more options for seniors, families, and individuals. GMHC has a proven history of working successfully with the City of Roseville to build and rehabilitate homes in Roseville, such as building new single family homes at Roseville Applewood Court and other scattered sites, and rehabbing homes through programs like the Senior Housing Regeneration Program (SHRP) to

resell to owner occupants. GMHC has experience developing similar sites, including Bungalow Courts in northeast Minneapolis and the Osseo Townhomes.

Project Contact: Bill Buelow, Director of Construction. <u>Bbuelow@gmhchousing.org</u>, 612-339-0601 ext. 16.

A letter of intent to purchase accompanies this letter as Attachment F.1.

Proposal schedule summary:

Timeline	Milestone
December 2013 - January	Pre-construction and planning & zoning approval
2014	process
February 2014	Approvals and contractor selection
March - April 2014	Site preparations & marketing begins
May 2014	Ground breaking - Phase 1 begins on half of each
-	housing type
September – November 2014	Phase 1 construction – completion based on unit type
September – October 2014	Occupancy begins on completed units
September 2014	Phase 2 construction begins
December 2014	Construction underway on all units
January - March 2015	Phase 2 construction ends & occupancy begins for
	completed units
April – May 2015	Completion of outstanding exterior escrow work

Thank you for your consideration.

Sincerely,

Carolyn E. Olson, President

**Greater Metropolitan Housing Corporation** 

Carreyn G. Olm

# 1 MEMORANDUM OF UNDERSTANDING 2 BETWEEN 3 CITY OF ROSEVILLE, MINNESOTA 4 AND HOUSING AND REDEVELOPMENT AUTHORITY 5 IN AND FOR THE CITY OF ROSEVILLE

6 7

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the City of Roseville ("the City") and Housing and Redevelopment Authority in and for the City of Roseville ("the RHRA") as of the dates of signatures below.

9 10 11

8

#### A. PURPOSE

12 13

14

The purpose of this MOU is to articulate the general understanding about responsibilities of the City and the RHRA in regards to redevelopment of parcels legally described on Attachment A and generally located at the corner of Dale Street and Lovell Ave (referred to as the "Property").

15 16 17

#### B. THE CITY OF ROSEVILLE OBLIGATIONS:

18 19

20

21

22

- 1. The City will convey the Property to the RHRA by quit claim deed for a purchase price equal to the appraised value of land. The allocation of costs associated with demolition of the existing building and environmental remediation of the Property will be furthered reviewed and discussed by both parties prior to the transfer of the Property.
- 23 2. The RHRA will, at its cost, obtain the appraisal of the Property, and the costs of demolition and remediation will be as mutually agreed upon by the City and RHRA.
- 25 3. Property will be conveyed to the HRA within 60 days after the Fire Department vacates the Property.
- 4. Before expiration of this agreement, the City will rezone the Property up to HDR-1, High Density Residential (subject to compliance with all procedures under City ordinances and State law), based upon a redevelopment proposal received by RHRA.
- 5. The parties will mutually agree as to allocation of closing costs for conveyance of the Property.
- 32 C. RHRA OBLIGATIONS:

33

- The RHRA will work with the surrounding neighborhood and City Council in envisioning a
   preferred development on the Property.
- The RHRA will seek a redeveloper to develop the Property, and negotiate with that
   redeveloper regarding terms of sale of the Property and construction of the preferred
   development on the Property.
- 39 3. The RHRA will undertake environmental review and remediation of the Property, including conducting a Phase I and Phase II environmental review as necessary; a Hazardous Building Assessment and resulting remediation as determined by the studies.

42

43

#### D. MISCELLANEOUS: 1. This MOU may be modified by mutual written consent of the parties. 2. Either party may terminate this MOU at any time before the date of expiration. 3. This MOU is effective as of the date above, and remain in effect through December 31, 2014 unless earlier terminated by either party. IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates of signature below. CITY OF ROSEVILLE lliam J. Malinen, City Manager Dan Roe, Mayor Date **RHRA** Patrick Trudgeon, Executive Director Dean Maschka, Chair

90	Attachment A
91	
92	
93	Copes Subdivision of LOT 1 of Cope's Subdivision of the SE ¼ of Section 11, Township
94 95	Subject to Road; Then 134 FT of E 247 FT & N 131 FT of W 78 FT of E 325 FT of LOT 12

# REQUEST FOR COUNCIL ACTION

Date: January 26, 2015

Item No.: 15.a

Department Approval

City Manager Approval

Item Description:

Discuss Solar Projects and Authorize Applications

#### **BACKGROUND**

15

23

31

32

Over the past several months, City staff has conducted research, met with Clean Energy 2

Resource Teams (CERTs), met with solar energy installation companies and financing 3

organizations, and organized presentations to both the Public Works, Environment and

Transportation Commission (PWETC) and the City Council to discuss the feasibility of

installing solar panels on one or more of the City's campus buildings. 6

There are several options available to the City for the installation of solar panels on City 7

facilities. The most cost effective option is the Made in Minnesota Solar Incentive Program 8

which involves rebates paid out annually over 10 years if the panels used are "made in 9

Minnesota." The rebate amount is based on the amount of energy produced by the system. 10

Applications for this program are accepted through February 28, 2015. A lottery system is used

to select the successful applications. 12

Solar installations are currently feasible due to tax credit opportunities and rebate programs. 13

City staff provided energy use information from city hall, the maintenance building, the new fire

station and the Skating Center on the city campus to Sundial Energy and Newport Partners to

determine the feasibility of installations on these facilities. Their findings suggest a 40kw 16

installation on the City Hall building and the Fire Station is feasible. There is adequate area on

city hall and on the new fire station building for these installations. The systems are connected 18

to the building electrical panel and reduce the amount of electric energy purchased from Xcel. 19

They also feed power back onto Xcel's grid if there is not enough demand from the facility to 20

use the solar generated power. 40kw is the maximum size installation under the Made in 21

Minnesota rebate program per metered facility. In order to take advantage of the tax credits 22

available, the city would enter into a guaranteed energy savings contract with the owner of the

installation. The installation would be turned over to the city after a defined number of years. 24

The current proposal would turn the installation over to the city after 6 years. These types of 25

guaranteed energy savings projects are allowed under State Statute 471.345 Subdivision 13

26

without following usual competitive bidding requirements. There are other requirements in the 27

statute that must be complied with for these projects. 28

Additional options include a direct purchase options whereby the City purchases a solar 29

installation financed with a loan through the St Paul Port Authority or other funds. In this case, 30

some upfront funding may or may not be required although this could also be offset by allowing

a private company to provide additional financing so that they may take advantage of tax credits.

The Public Works, Environment and Transportation Commission has discussed this item at several meetings this year. In November, the Commission made the following recommendation to the Council:

Member Cihacek moved, Member Felice seconded, recommending staff to recommend to the City Council that they initiate the process and associated analyses and solicit proposals and pro formas for comparison purposes, for a three part solar system to investigate three programs: Made in Minnesota, a Power Purchase Agreement, and a 100 KW Direct Purchase Solar system; and to pursue those programs in accordance with Minnesota Statutes, Chapter 471, and related requirements; with the purpose of determining which option offers the best financial return to the City.

City staff has proceeded to solicit proposals from solar installers and has received two proposals from Newport Energy and TruNorth Solar with the intent of authorizing one of the companies to submit two Made in Minnesota Solar Incentive applications, one for City Hall and one for the fire station. It is expected that there will be far more applications than the available funding can support so there is no guarantee the city will be successful in securing this incentive. If the City is successful on one or both of the applications, we would continue with the installation of said system(s) in 2015.

Below is a matrix comparing the two proposals. Based on the proposals, staff is recommending that we proceed with TruNorth Solar for the Made in Minnesota Solar Incentive applications. While TruNorth's long term energy savings are less that Newport in the below information, their analysis did not include any tax credit equity financing. Implementation would realize an estimated additional 40% reduction in the principal cost of the system and therefore realize a shorter payoff period and larger long term energy savings. Staff will provide more detail at the council meeting on the long term savings.

Please note that these applications are done at no cost to the City. All design and installation costs are included in the overall system cost.

Proposer	Cash Down	Option Cost	Rooftop Lease Payment to City	Installation Cost to City	20 Year Energy Savings	Break point (years after install)
Newport Energy	Yes	Yes	Yes	\$0.00	\$74,133.00	9
TruNorth**	No	Yes	No	\$0.00	\$57,800.00	11

<sup>\*\*</sup>Figures do not account for Tax Equity Partner which can decrease cost to city by 40-50% and reduce break point to 6 years

Concurrently with this application process, City staff will continue to explore options for a larger system (estimated at 100kW) and use either the Power Purchase or Direct Purchase options. This would be brought back to Council at a later date with a final recommendation and request for approval. The intent would be to provide a system with little or no upfront cost to the City and the best overall energy savings solution possible. This system could also potentially be considered for a Community Solar Garden application. Staff continues to collect information on this option and the feasibility of offering this immediately or waiting until the system is entirely paid off first.

#### POLICY OBJECTIVE

The City Council goals and strategic directives include sustainability as a priority. Renewable power fits these goals and is also supported in the IR 2025 document.

#### FINANCIAL IMPACTS

- With the recommended proposal, the City will have no upfront costs and the energy savings
- realized annually along with the Made in Minnesota rebate payments and the tax credit equity
- participation will pay for the annualized installation cost of the system. It is estimated that by
- year 10 the system will be fully owned by the City and we will realize the full benefit of the
- power generated by the 40kW system(s) on the City Hall and/or Fire Station building(s). This
- vill reduce long term electric costs for the city.

#### 80 STAFF RECOMMENDATIONS

- Staff recommends approving Staff to enter into a letter of intent with TruNorth Solar to apply for
- two 40kW PV Solar installation through the Made in Minnesota Solar Incentive Program and to
- continue to explore a larger solar installation for the Skating Center roof.

#### 84 REQUESTED COUNCIL ACTION

88

- Motion directing staff to enter into a letter of intent with TruNorth Solar to apply for two 40kW
- PV Solar installation through the Made in Minnesota Solar Incentive Program and to continue to
- explore a larger solar installation for the Skating Center roof.

Prepared by: Duane Schwartz, Director of Public Works; Marc Culver, Assistant PW Director/City Engineer

Attachments: A: City Campus roof map

B: November PWETC minutes



Prepared by: Engineering Department January 08, 2015

**Solar Installation Locations** 

**2660 Civic Center Drive** Roseville, MN 55113

Discussion included a history of water main breaks in the community, trends, and decreases in breaks as new materials and technologies are installed and/or used, with problem areas being addressed on a priority basis; and the pending list of punch list items remaining for completion in the spring of 2015 from the County Road B-2 project.

#### 5. Solar Energy Discussion, Continued

Mr. Schwartz introduced Patrick Weir and Mike Kampmeyer of Sundial Solar, for their company's presentation entitled "Solar Options;" and their review of three available programs for city solar installations: Made in Minnesota Rebates; Commercial Solar; and Community Solar. Presentation materials were provided as a bench handout, *and attached hereto and made a part hereof.* 

#### Patrick Weir

During his portion of the presentation, Mr. Weir reviewed the services provided by Sundial Solar, including engineering, procurement and construction as part of their design of solar projects, procurement of solar panels and inverters, and construction by their team. Mr. Weir noted that their firm had completed approximately 100 installations to-date; and reviewed the funding for those projects, available through Xcel Energy.

At the request of Mr. Schwartz, Mr. Weir advised that it was necessary for large scale-ground mount solar arrays to be close in proximity to a substation; and that the typical size of a community solar installation in the metropolitan area is approximately 2.5 acres.

#### Mike Kampmeyer

Mr. Kampmeyer reviewed various options that the City of Roseville could consider for their benefits and various financing considerations. Mr. Kampmeyer reviewed the advantages of financing and partnerships with the St. Paul Port Authority (SPPA) with 100% financing that would offset the energy produced with the loan payment, providing a positive cash flow from day one of operations. Mr. Kampmeyer opined that the SPPA program was easy to apply for with no out-of-pocket costs, but providing a pass-through lease arrangements to take advantage of tax equity partners and buy down of the system, with Sundial monitoring and maintaining the system through an Operation and Management (O & M) Agreement, with the entire program outlined in a proforma provided by Sundial as part of their initial analysis and before agreements were put in place.

Discussion included production efficiencies of the installation during the term of the contract and energy costs; lifespan of the inverters; and warranties of each product and options for a Made in Minnesota and/or Chinese manufactured panel and/or inverter; and typical 15 year inverter replacement recommendation.

Further discussion included the benefits and risks of ownership by the City; tax equity investor credits through 2016 followed by accelerated depreciation; use of

PACE funding for the system's construction costs; and typical prices for construction and investor profit potential over time and paid by from revenues in comparison to using an SPPA loan that would provide positive cash flow from the start.

Additional discussion included minimal differences through any economies of scale; full ownership by the City after 10 years of semi-annual payments to the SPPA; responsibility for ownership of the hardware depending on which option was chosen; and warranties for panels and inverters based on 100% production numbers and typical degradation, estimating 80% production at 20 years.

Further discussion included typical terms for power purchase agreements at 20 years to allow for depreciation of equipment and a return on the investment, with a profit typical at year 12 to 15; continued panel electrical production beyond their expected lifespan of twenty-five years; and potential purchase of the equipment at a nominal cost after the contract term expires providing continuing operations.

Discussion ensued regarding the manufacturers used by Sundial Solar; options for sizing the solar arrays based on their construction costs and/or extra power produced; preference for roof mounted installations versus ground mounts; and recognition of the competitiveness and attractiveness of the SPPA financing, with consultation sought by staff from the City's Finance Director on his recommendations on financing the system.

Mr. Schwartz noted that the City Council had previously signed onto a Joint Powers Agreement (JPA) with the St. Paul Port Authority to allow properties to access that money, as well as other commercial entities.

Mr. Weir advised that the SPPA would not authorize a project unless the analysis and proforma found the cash flow to be positive.

At the request of Chair Stenlund, Mr. Weir reviewed the possibility of new technologies and better solar panels over time that may make a current installation obsolete or no longer cost effective during that twenty-five year period. Mr. Weir advised that while costs had come down considerably over the last few years, the current investment tax credit being reduced from 30% to 10% over the next two years would have more of an impact than changing technologies on solar panels. Mr. Weir further noted that some companies were just now getting involved in recycling of solar panels.

Discussion ensued regarding the options to pay the City for use of their rooftops or solar installations and how that was valued annually; the recycling of components of the solar arrays; how and where solar arrays are connected to the rooftop without penetrating the roofs and balanced by weights, typically around the perimeter of the solar system; micro wiring for higher voltage based on 2014

NEC code requirements for a shut-off, and more efficiencies and reliability of micro inverters of low voltage; and risks for snow covered panels and subsequent low output, with the dark panel color attracting the sun and melting snow to bring them up to full production in short periods of time; with three months of each year considered a "write off" due to the location of the sun, even though Minnesota works quite well for solar power. Further discussion included which option was better: going through the lottery system with only one out of four applications selected on average; or a straight loan from the SPPA for a two page application form for PACE financing.

Mr. Kampmeyer advised that of the 44 applications they submitted last year, 22 were approved, which was higher than normal; with the City of Golden Valley submitting 8-10 applications and four approved; while other communities receiving no approvals. Mr. Kampmeyer advised that the lottery system received 300 applications in 2014 with 106 of varying sizes selected.

At the request of Chair Stenlund, Mr. Kampmeyer advised that aisles for access of other equipment on the roof were provided, with a typical 40 K system taking up 4,000 square feet in one open area.

Mr. Schwartz noted that the City had a number of buildings just on the city campus with roofs of varying sizes, displayed by map (e.g. new fire station, skating center, city hall, public works building, and police station) providing campus solar rooftop space. Mr. Schwartz questioned if a Made in Minnesota 40 K project was pursued, would it prohibit another type of project on another city facility's roof; since the City has up to six meters available at this time.

Mr. Weir responded that it would not, with plenty of rooftop available; and noted the desire to install solar arrays on newer rooftops, but some facilities of the size that could allow both a 40K and a 100 K system on the same rooftop; and with six meters available, should provide more flexibility as well.

Commissioners and/or staff sought additional information, with Sundial representatives offering to provide that information to staff for dissemination: which portions of the solar systems are recyclable (e.g. racking and rails made of aluminum and silicon); and whether one 40K per meter would impact any other meters, or simply mean adding another meter.

At the request of Member Gjerdingen, Mr. Kampmeyer advised that maintenance and operational responsibilities would be outlined and built into a contract.

Mr. Kampmeyer reviewed typical moving of panels and the system if required with any unforeseen repairs for a roof, with the panels coming apart and picked up for assembly or disassembly as the case may be; with the preference for installations on rooftops that are less than 5-7 years old to avoid that potential.

 With concerns raised by Member Gjerdingen regarding building maintenance and/or expansion, Member Cihacek noted that, with a twenty year agreement for the solar installation, any substantial changes to that particular building would most likely not be anticipated until the end of that contractual agreement; with costs for moving panels and/or down time also negotiated as part of the fixed price for the twenty-year agreement period.

At the request of Member Cihacek, Mr. Kampmeyer reviewed energy cost assumptions including annual inflation; but depending on how much of an increase was granted by the Public Utilities Commission (PUC) to Xcel Energy during that time. Mr. Kampmeyer noted the current dramatic drop in natural gas, and potential increases in the future as Xcel Energy was regulated to shutter coal plants and/or decommission nuclear plant and associated costs. Mr. Kampmeyer noted that Minnesota currently had low energy costs due to coal energy, and average annual increases of approximately 4.3% over the last ten years.

Mr. Weir anticipated a realistic 3.5% annual increase form Xcel Energy over the next twenty years, with a 2% escalator built in.

At the request of Member Cihacek, Mr. Kampmeyer confirmed that the purchase price of the system was negotiable depending on the system cost and available investors; but was typically low risk for municipal governments from their past experience in these negotiations.

At the request of Chair Stenlund, Mr. Kampmeyer advised that their firm would not charge for designing the system and was part of their services provided; and was available to offer a proforma if the City chose to own the system and depending on financing through the SPPA, inflation and degradation over time of the system. Mr. Kampmeyer offered to provide information for the Commission and City to make an informed decision.

At the request of Chair Stenlund, Mr. Schwartz provided suggestions for moving forward. Mr. Schwartz advised that, on a dual track, staff was seeking a recommendation from the PWETC to the City Council in preparation for their January meeting, and anticipating that work would continue at that same time if a decision was made to pursue the Made in Minnesota application due in February and allowing enough lead time to work out remaining details; as well as continuing to discuss programs for larger roof areas. Mr. Schwartz advised that staff felt applications were feasible on smaller roofs on campus to pursue other programs as well.

At the request of Member Cihacek, Mr. Schwartz advised that staff did not see any need to pursue a competitive bidding process under Minnesota municipal contracting laws for smaller systems, but to simply negotiate with installers and financial partners.

 At the request of Member Cihacek, Mr. Schwartz suggesting, from staff's perspective, to pursue an initial project that was not too large, but given the amount of available roof space, get several applications in for the Made in Minnesota program; and consider one larger system for the SPPA program, if that was what the PWETC would also support.

Member Cihacek spoke in support of pursuing a solar power purchase agreement, based on the information provided, but also providing an opportunity for public comment and firm analysis on cost versus savings, and clarification for whether or not the City should purchase the solar system. Member Cihacek suggested a recommendation to the City Council from the PWETC to initiate a solicitation process for a power purchase agreement for selected sites.

Mr. Culver, in questioning the recommended size of the initial system from the PWETC, noted that a system of 100 K could take up to 10,000 to 12,000 square feet of rooftop; and expressed concern about finding a roof or combination thereof that would provide that space. Mr. Culver also suggested the need to define whether it was best to pursue financing or seek a direct purchase by the City.

Mr. Kampmeyer addressed capacity credits; noting that a 100 K system allowed the City to collect almost up to 50% of the solar capacity credit through distributive generation.

Mr. Culver noted that, based on previous discussions specific to maintenance, if the solar system was installed on a rooftop twice the size needed (e.g. 12,000 square feet size for a 100 plus K system), that could be accomplished on the City Hall roof or the side most recently refurbished; and then could be installed as necessary on another portion or on a portion of the public works garage. Mr. Culver opined that this should address concerns brought up about the power purchase agreement and entering into a preset escalator or rate increase not knowing what the market was going to do, and given the size of the proposed large system on city facility rooftops.

After numerous presentations and discussions, Member Cihacek opined that the best long-term savings option seemed to be through a power purchase agreement with escalating amounts, which would include some risks, but also provide some guarantees for at least twenty years. While he had no preference in any options presented, Member Cihacek opined that the PWETC recommend that the City Council use its discretion to pursue an alternative measure to provide that best long-term savings availability; and from a valuation standpoint opined that that may prove the best option presented to-date, and allow initiation of the steps to begin the process.

Member Seigler suggested specifying the Made in Minnesota option, and proceed with that on six different sites.

2.77

 Mr. Schwartz questioned if the City was successful in applications on two sites that were on larger roofs, would it lose some opportunity or be allowed to swap roofs after selected.

Mr. Kampmeyer advised that he was unsure of that result, and was also not sure how the process may work and whether or not the City may lose its place and the award drop to the next candidate.

Mr. Schwartz noted the need to consider how best to maximize the opportunity of available roof space to some extent.

Further discussion ensued regarding roof and system capacity; cost of panels and available tax credits; structure of a capital lease since the municipality would be unable to qualify for tax credits; purchase of the system outright versus seeking investors able to take advantage of those tax credits and thereby reduce overall costs; and options for the City to lease the system from Sundial Solar and buy it back after expiration of the tax credits expire and end of the direct purchase agreement after 30 years; and how the City could achieve its best return on investment, with the representatives offering to provide a proforma on both options versus a loan.

Additional discussion included indicating that the City had no money specifically targeted for solar, with some monies included in energy budgets that was already operationally budgeted and most likely used for this type of a buy back.

Mr. Schwartz opined that a twenty-year agreement would provide the City with a significant payback period, anticipating it would supply 1/3 of the power used on some buildings.

Member Cihacek moved, Member Felice seconded, recommending staff to recommend to the City Council that they initiate the process and associated analyses and solicit proposals and proformas for comparison purposes, for a three part solar system to investigate three programs: Made in Minnesota, a Power Purchase Agreement, and a 100 KW Direct Purchase Solar system; and to pursue those programs in accordance with Minnesota Statutes, Chapter 471, and related requirements; with the purpose of determining which option offers the best financial return to the City.

Member Seigler suggested further refining the recommendation; with Member Cihacek clarifying that those details would be addressed in the process and analysis.

Mr. Schwartz advised that staff would most likely wait for the City Council's authorization before starting any of the processes, even though as noted by Member Cihacek, time is of the essence.

309 310 Discussion ensued regarding funding options; with Mr. Schwartz recommending 311 that the City Council make that decision; with staff to consider minimum and 312 maximum sizes to consider per rooftop, and provide costs on various inverters 313 and products, with the PWETC leaning toward those locally made inverters 314 and/or panels. 315 316 Ayes: 7 317 Navs: 0 318 Motion carried. 319 320 Member Cihacek asked that staff include solar updates as a future agenda item, 321 which was duly noted by Mr. Culver. 322 323 Chair Stenlund thanked representatives of Sundial Solar; and asked that the 324 responses to questions raised during tonight's discussion be provided to staff for 325 dissemination to the PWETC. 326 Recess 327 Chair Stenlund recessed the meeting at approximately 7:46 p.m. and reconvened at 328 approximately 7:52 p.m. 329 330 6. **Upcoming MnDOT Project Information** 331

City Engineer Marc Culver presented information on 2015 MnDOT Construction projects, specifically those impacting Roseville and its residents (Attachment A).

In response to a question by Member Cihacek, Mr. Culver advised that MnDOT representatives had made this presentation to the City Council in October, and while they could have been asked to attend the PWETC meeting, staff felt they could provide the information.

Member Cihacek asked that, in the future, a MnDOT be present to respond to questions of the PWETC, with that request duly noted by staff.

Mr. Culver provided information on various Ramsey County and MnDOT projects, including bridge replacements, and potential road closures and/or detours. Mr. Culver addressed the Snelling Avenue project in detail and impacts it would have on Roseville residents, due to resurfacing south of the Minnesota State Fairgrounds and re-decking the bridge over I-94; with some minor impacts already due to advance utility work. Mr. Culver noted the need to work around the State Fair dates, but anticipated traffic back-ups throughout the Snelling Avenue corridor during the major portion of the work.

Mr. Culver noted that the current road systems in the NE Metro were already running at or over capacity, and when one route was lost it put strains on the remaining routes.

332

333 334

335

336

337

338 339

340

341 342

343

344

345

346

347

348

349

350 351

352

353

354

# REQUEST FOR COUNCIL ACTION

Date: January 26, 2015

Item No.: 15.b

Department Approval

City Manager Approval

Item Description:

Discuss Facility Management and Public Works Department

Reorganization

#### | BACKGROUND

2 The city received a resignation due to retirement of the Fleet and Facility Supervisor,

- Pat Dolan. Mr. Dolan had been with the City of Roseville since 2003. This change affords the
- 4 Public Works Department an opportunity to revisit our staffing and service delivery needs and
- 5 recommend any organizational changes that may better deliver the sevices we provide. We feel
- 6 it is important to have this conversation as an alternative to and prior to filling this role with
- 7 minor changes to the current job description.
- 8 The PW Department Strategic Plan has indicated a need to relook at facility management service
- 9 delivery to gain more expertise and background in facility management. We have had
- conversations with private sector facility management firms going back several years to
- understand what they could provide in this area. We have recently renewed those conversations
- in light of the recent retirement.
- Facility management duties are approximately 50 percent of the duties of this position with fleet
- management, NPDES Stormwater compliance, payement management database management
- and rating, and special projects making up the other 50 percent of job description duties. The
- 2015 PW budget request contained an additional entry level customer service position for the
- department to fill a need for additional staff time to allow for current more skilled staff to focus
- on higher level duties. This would require shifting of a number of duties and responsibilities for
- a number of existing positions. We feel this would better match duties to current staff and their
- skills and expertise. We will present a plan to accommodate these needs within current funding
- 21 levels.

22

26

#### POLICY OBJECTIVE

- 23 The City and the Public Works Department strives to provide efficient and effective services
- utilizing skilled staff matched to the service area. Service delivery needs can change over time
- due to technology and services available from the private sector.

#### BUDGET IMPLICATIONS

27 The current budget the Fleet and Facility Supervisor position would be reallocated to to fund the

proposed changes to make the proposal budget neutral.

#### STAFF RECOMMENDATION

29

33

35

- Staff requests the City Council provide feedback on the contracting of facility management and 30 reorganization of the Public Works Department to better serve the needs of the department and 31
- its customers and to provide professional facility management services for city facilities. 32

#### REQUESTED COUNCIL ACTION

Discuss presented information and provide feedback. 34

Prepared by: Duane Schwartz, Public Works Director

# REQUEST FOR COUNCIL ACTION

Date: January 26, 2015

Item No.: 15.c

Department Approval

City Manager Approval

Item Description: Discuss Utility Programs

#### BACKGROUND

The City Council requested a recap of the 2013/2014 winter freeze up issues and a discussion on

the status to date of the Sanitary Sewer Cleanup Policy enacted in 2012. Staff has summarized

these two programs in the following tables.

5

2014 Frozen Services Summary							
<b>Description</b> No. of Accounts							
No. of Services reported frozen	135						
Hooked up to neighbor	8						
Thawed By City	25						
Unsuccessful attempts by City	82	Approximate					
City Success Rate	30%						
	No. of Accounts	Cost					
Base Fee Credits	No. of Accounts	<b>Cost</b> \$6,534					
Base Fee Credits Running Water Credits							
	120	\$6,534					
	120	\$6,534					
Running Water Credits	120	\$6,534 \$7,820					
Running Water Credits	120	\$6,534 \$7,820					
Running Water Credits  Residential Thawing Reimbursement	120 200	\$6,534 \$7,820					

6

	Residential Sewer Cleanup Assistance Policy Summary							
Year	Sewer Backup Calls To City	Main Plugged	Sewer Backup Claims	Cleanup Claim Costs	Damage Claim Costs	Total Paid		
2012	77	15	8	\$23,774		\$23,774		
2013	98	18	10	\$17,231		\$17,231		
2014	72	12	8	\$20,223		\$20,223		

7

Before the Residential Sanitary Sewer Backup Cleanup Assistance Policy:

Year	Sewer Backup Calls To City	Main Plugged	Sewer Backup Claims	Cleanup Claim Costs	Damage Claim Costs	Total Paid
2009	66	16	2		\$312	\$312
2010	54	10	0		\$0	\$0
2011	64	16	1		\$11,750	\$11,750

From 2003 - 2008 the City had an annual average of 85 calls for sewer backup, with an average of 15 instances of plugged City mains.

#### 12 POLICY OBJECTIVE

- In response to the extreme conditions of the 2013/2014 winter season and the high number of
- frozen water issues, the City Council authorized reimbursement programs for water use to
- prevent freeze up and a reimbursement program for thawing of frozen water service lines. The
- 16 Council recognized the unusual nature of the winter season in providing assistance to get the
- water flowing to allow residents to stay in their homes.
- The Sanitary Sewer Cleanup Policy was implemented to protect the health and safety of the
- residents by providing timely cleanup in the event of a sewer backup from the City's sanitary
- sewer main, without regard to liability or fault.

#### BUDGET IMPLICATIONS

- The freeze up reimburesments were funded from the Water Utility. The sanitary sewer cleanup
- reimbursement is funded from the Sanitary Sewer Utility. The cost for this program is within
- original projections for the reimbursements.

#### STAFF RECOMMENDATION

- Staff recommends Council continue the current Sanitary Sewer Cleanup Policy as it has been
- well received by residents.

#### REQUESTED COUNCIL ACTION

29 None.

21

25

28

30

31 Prepared by: Duane Schwartz, Public Works Director