



City Council Agenda

Monday, November 9, 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**
- 6:04 p.m. **3. Approve Agenda**
- 6:05 p.m. **4. Public Comment**
- 6:10 p.m. **5. Council Communications, Reports and Announcements**
6. Recognitions, Donations and Communications
- 6:15 p.m. **7. Approve Minutes**
a. Approve October 19, 2015 Council Meeting Minutes
b. Approve October 26, 2015 Council Meeting Minutes
- 6:20 p.m. **8. Approve Consent Agenda**
a. Approve Payments
b. Approve Business Licenses
c. Approve General Purchases and Sale of Surplus Items in
Excess of \$5000
d. Approve Twin Lakes Area East Collector Improvements
Preliminary Design Professional Services Contract
e. Approve Twin Lakes Area Traffic Signals Professional
Services Contract
f. Adopt a Resolution to Accept the Work Completed and
Authorize Final Payment on the Fairview Pathway Project
(aka Northeast Suburban Campus Connector Bike/
Pedestrian Project) - Phase II
g. Authorize Use of HGACBuy Program For Purchase Of
New Self-Contained Breathing Apparatus (SCBA)
h. Confirm Acquisition of Properties Located at County Road
C and Victoria Street and Disposal of Property Located at
2668 Lexington Avenue are Consistent with Roseville

Comp Plan

- i. Certify Unpaid and Other Charges to the Property Tax Rolls

6:30 p.m. **9. Consider Items Removed from Consent**

10. General Ordinances for Adoption

6:35 p.m. a. Approve 2016 Fee Schedule

6:50 p.m. b. Consider Adoption of Ordinance Regarding Wildlife Management in Roseville

11. Presentations

12. Public Hearings

7:10 p.m. a. Public Hearing to Consider Approving the 2016 Liquor License Renewals

7:15 p.m. b. Public Hearing to Consider Century Link Cable Television Ordinance

13. Budget Items

14. Business Items (Action Items)

7:20 p.m. a. Approve/Deny 2016 Liquor License Renewals

7:25 p.m. b. Approve/Deny Century Link Cable Television Ordinance

7:30 p.m. c. Community Development Department Request to Perform an Abatement for an Unresolved Violation of City Code at 3076 Woodbridge Street

7:40 p.m. d. Discuss 2016 Policy Priority Planning Document

15. Business Items – Presentations/Discussions

8:05 p.m. a. Adopt Resolution Accepting Housing & Redevelopment Authority Appointments and Discuss EDA process

8:35 p.m. **16. City Manager Future Agenda Review**

8:45p.m. **17. Councilmember Initiated Items for Future Meetings**

8:50 p.m. **18. Adjourn**

Some Upcoming Public Meetings.....

Tuesday	Nov 10	6:30 p.m.	Finance Commission
Wednesday	Nov 11		City Offices Closed – Veterans Day
Thursday	Nov 12	6:30 p.m.	Community Engagement Commission
Monday	Nov 16	6:00 p.m.	City Council Meeting
Thursday	Nov 19	6:30 p.m.	Finance Commission
Tuesday	Nov 24	6:30 p.m.	Public Works, Environment & Transportation Commission
Thursday Friday	Nov 26-27		City Offices Closed – Thanksgiving

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Monday	Nov 30	6:00 p.m.	City Council Meeting
December			
Tuesday	Dec 1	6:30 p.m.	Parks & Recreation Commission
Wednesday	Dec 2	6:30 p.m.	Planning Commission
Monday	Dec 7	6:00 p.m.	City Council Meeting

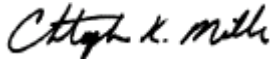
All meetings at Roseville City Hall, 2660 Civic Center Drive, Roseville, MN unless otherwise noted.

REQUEST FOR COUNCIL ACTION

Date: 11/9/2015

Item No.: 8.a

Department Approval



City Manager Approval



Item Description: Approve Payments

BACKGROUND

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

Check Series #	Amount
ACH Payments	\$588,495.29
79359-79543	\$1,207,556.53
Total	\$1,796,051.82

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

POLICY OBJECTIVE

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

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

Staff recommends approval of all payment of claims.

REQUESTED COUNCIL ACTION

Motion to approve the payment of claims as submitted

Prepared by: Chris Miller, Finance Director

Attachments: A: Checks for Approval

Accounts Payable

Checks for Approval

User: mary.jenson
 Printed: 11/4/2015 - 2:54 PM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
79369	10/22/2015	Boulevard Landscaping	Operating Supplies	Central Landscape Supply	Nitrile Gloves	47.60
79461	10/28/2015	Boulevard Landscaping	Operating Supplies	Q3 Contracting, Inc.	Sign, Barricade Rental	217.60
79461	10/28/2015	Boulevard Landscaping	Operating Supplies	Q3 Contracting, Inc.	Sign, Barricade Rental	249.75
79467	10/28/2015	Boulevard Landscaping	Operating Supplies	St. Paul Regional Water Services	Meter Reading-1201 Larpenteur	269.81
79467	10/28/2015	Boulevard Landscaping	Operating Supplies	St. Paul Regional Water Services	Meter Reading-1272 Larpenteur	177.65
79467	10/28/2015	Boulevard Landscaping	Operating Supplies	St. Paul Regional Water Services	Meter Reading-1221 Larpenteur	35.98
0	10/28/2015	Boulevard Landscaping	Operating Supplies	Yale Mechanical, LLC	RPZ Testing	844.00
Operating Supplies Total:						1,842.39
Fund Total:						1,842.39
79386	10/22/2015	Central Svcs Equip Revolving	Rental - Copier Machines	Marco, Inc.	Copier Charges	2,615.82
79397	10/22/2015	Central Svcs Equip Revolving	Rental - Copier Machines	Pitney Bowes	Postage Machine	832.62
79541	11/04/2015	Central Svcs Equip Revolving	Rental - Copier Machines	US Bank Equipment Finance	Copy Machines Rental	2,722.09
Rental - Copier Machines Total:						6,170.53
Fund Total:						6,170.53
0	11/03/2015	Charitable Gambling	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Federal Incc	6.94
Federal Income Tax Total:						6.94
0	11/03/2015	Charitable Gambling	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare E	1.58
0	11/03/2015	Charitable Gambling	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 FICA Empl	6.75
FICA Employee Ded. Total:						8.33
0	11/03/2015	Charitable Gambling	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 FICA Empl	6.75

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	11/03/2015	Charitable Gambling	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare E	1.58
					FICA Employers Share Total:	8.33
0	11/03/2015	Charitable Gambling	MN State Retirement	MSRS-Non Bank	PR Batch 00002.10.2015 Post Emplo;	1.01
					MN State Retirement Total:	1.01
0	11/03/2015	Charitable Gambling	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.10.2015 Pera Emplo;	6.53
					PERA Employee Ded Total:	6.53
0	11/03/2015	Charitable Gambling	PERA Employer Share	PERA-Non Bank	PR Batch 00002.10.2015 Pera Emplo;	6.53
0	11/03/2015	Charitable Gambling	PERA Employer Share	PERA-Non Bank	PR Batch 00002.10.2015 Pera additio	1.01
					PERA Employer Share Total:	7.54
0	11/03/2015	Charitable Gambling	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.10.2015 State Incom	3.71
					State Income Tax Total:	3.71
					Fund Total:	42.39
0	11/03/2015	Community Development	Credit Card Fees	US Bank-Non Bank	September Terminal Charges	1,352.78
					Credit Card Fees Total:	1,352.78
79424	10/28/2015	Community Development	Deposits	Cobra Construction	Construction Deposit Refund-2154 L	4,000.00
79469	10/28/2015	Community Development	Deposits	Steinter Construction Services, Inc.	Construction Deposit Refund-1475 C	4,000.00
					Deposits Total:	8,000.00
0	11/03/2015	Community Development	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Federal Incc	4,358.78
					Federal Income Tax Total:	4,358.78
0	11/03/2015	Community Development	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare E	486.56
0	11/03/2015	Community Development	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 FICA Empl	2,080.53

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					FICA Employee Ded. Total:	2,567.09
0	11/03/2015	Community Development	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 FICA Empl	2,080.53
0	11/03/2015	Community Development	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare Ei	486.56
					FICA Employers Share Total:	2,567.09
79519	11/04/2015	Community Development	HSA Employee	Premier Bank	PR Batch 00002.10.2015 HSA Empl	153.84
					HSA Employee Total:	153.84
0	11/04/2015	Community Development	ICMA Def Comp	ICMA Retirement Trust 457-30022	PR Batch 00002.10.2015 ICMA Defe	587.51
					ICMA DefComp Total:	587.51
79528	11/04/2015	Community Development	Life Ins. Employee	Standard Insurance Company	Life Insurance-Policy: 134766	232.94
					Life Ins. Employee Total:	232.94
79528	11/04/2015	Community Development	Life Ins. Employer	Standard Insurance Company	Life Insurance-Policy: 134766	88.87
					Life Ins. Employer Total:	88.87
79528	11/04/2015	Community Development	Long Term Disability	Standard Insurance Company	Life Insurance-Policy: 134766	198.61
					Long Term Disability Total:	198.61
79513	11/04/2015	Community Development	Medical Ins Employee	NIPA	Health Insurance Premium	380.46
					Medical Ins Employee Total:	380.46
79513	11/04/2015	Community Development	Medical Ins Employer	NIPA	Health Insurance Premium	3,528.43
					Medical Ins Employer Total:	3,528.43
0	11/03/2015	Community Development	MN State Retirement	MSRS-Non Bank	PR Batch 00002.10.2015 Post Emplo;	311.66
					MN State Retirement Total:	311.66
0	11/03/2015	Community Development	MNDP Def Comp	Great West- Non Bank	PR Batch 00002.10.2015 MNDP De	720.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					MNDCP Def Comp Total:	720.00
0	10/28/2015	Community Development	Operating Supplies	Office Depot- CC	Office Supplies	320.44
0	10/28/2015	Community Development	Operating Supplies	USPS-CC	Expedited SAC Payment	3.94
					Operating Supplies Total:	324.38
0	11/03/2015	Community Development	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.10.2015 Pera Emplo	2,175.32
					PERA Employee Ded Total:	2,175.32
0	11/03/2015	Community Development	PERA Employer Share	PERA-Non Bank	PR Batch 00002.10.2015 Pera additio	334.68
0	11/03/2015	Community Development	PERA Employer Share	PERA-Non Bank	PR Batch 00002.10.2015 Pera Emplo	2,175.32
					PERA Employer Share Total:	2,510.00
79366	10/22/2015	Community Development	Professional Services	Mike Bunnell	Holiday Inn Express-Plan Review	2,100.00
0	10/28/2015	Community Development	Professional Services	FormSite.com-CC	Rental Registration Forms	49.95
79506	11/04/2015	Community Development	Professional Services	Lillie Suburban Newspaper Inc	Notices-Acct: 262	58.24
79470	10/28/2015	Community Development	Professional Services	Sheila Stowell	Planning Commission Meeting Minut	412.50
79470	10/28/2015	Community Development	Professional Services	Sheila Stowell	Mileage Reimbursement	5.00
					Professional Services Total:	2,625.69
0	11/03/2015	Community Development	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.10.2015 State Incom	1,660.39
					State Income Tax Total:	1,660.39
79532	11/04/2015	Community Development	Telephone	T Mobile	Cell Phones Acct: 876644423	152.19
					Telephone Total:	152.19
0	10/28/2015	Community Development	Training	Builders License Training-CC	Energy Efficient Building Course	99.00
79394	10/22/2015	Community Development	Training	Office of Secretary of State	Notary Renewal-J. Reilly	120.00
					Training Total:	219.00
0	11/04/2015	Community Development	Transportation	Thomas Paschke	Mileage Reimbursement	134.55

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Transportation Total:	134.55
					Fund Total:	34,849.58
79383	10/22/2015	Contracted Engineering Svcs	Deposits	Landmark 6 of Roseville, LLC	Escrow Return-301 & 303 S. Owasso	9,000.00
79400	10/22/2015	Contracted Engineering Svcs	Deposits	Rosedale Commons LP	Escrow Return-1745-1747 County Rc	3,000.00
					Deposits Total:	12,000.00
0	10/22/2015	Contracted Engineering Svcs	Professional Services	SRF Consulting Group, Inc.	Cherrywood, Applewood Traffic Stud	5,500.00
					Professional Services Total:	5,500.00
					Fund Total:	17,500.00
0	10/28/2015	East Metro SWAT	Operating Supplies	Center Mass-CC	SWAT Team Supplies	140.32
0	10/28/2015	East Metro SWAT	Operating Supplies	Streicher's	Uniform Supplies	401.80
					Operating Supplies Total:	542.12
					Fund Total:	542.12
79452	10/28/2015	Fire Vehicles Revolving	Fire Department Vehicles	Midway Ford Co	Medical Chassis	39,703.60
					Fire Department Vehicles Total:	39,703.60
					Fund Total:	39,703.60
0	11/03/2015	General Fund	209000 - Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	161.76
					209000 - Sales Tax Payable Total:	161.76
0	10/22/2015	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	1,500.00
0	11/04/2015	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	1,762.56
0	11/04/2015	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	1,000.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	11/04/2015	General Fund	211403 - Flex Spend Day Care		211402 - Flex Spending Health Total:	4,262.56
0	10/28/2015	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	192.31
0	10/22/2015	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	384.00
0	10/28/2015	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	342.00
0	10/28/2015	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	4,000.00
0	10/28/2015	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	192.31
0	10/28/2015	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	4,230.82
79543	11/04/2015	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	549.00
79388	10/22/2015	General Fund	230000 - Deposits	Meritex Enterprises	211403 - Flex Spend Day Care Total:	9,890.44
79506	11/04/2015	General Fund	Advertising	Lillie Suburban Newspaper Inc	Escrow Return-2280 Walnut St,	27,000.00
79361	10/22/2015	General Fund	Clothing		230000 - Deposits Total:	27,000.00
79416	10/28/2015	General Fund	Clothing	Aspen Mills Inc.	Notices-Acct: 262	33.72
79484	11/04/2015	General Fund	Clothing	Aspen Mills Inc.	Advertising Total:	33.72
0	11/04/2015	General Fund	Clothing	Aspen Mills Inc.	Uniform Supplies	143.85
79539	11/04/2015	General Fund	Clothing	Allen Knoll	Uniform Supplies	212.50
79539	11/04/2015	General Fund	Clothing	Uniforms Unlimited, Inc.	Uniform Boots Reimbursement	59.70
79539	11/04/2015	General Fund	Clothing	Uniforms Unlimited, Inc.	Uniform Supplies	275.98
79539	11/04/2015	General Fund	Clothing	Uniforms Unlimited, Inc.	Uniform Supplies	1,296.59
				Uniforms Unlimited, Inc.	Uniform Supplies	17.99
					Uniform Supplies	15.60
0	10/28/2015	General Fund	Conferences	David Brosnahan	Clothing Total:	2,022.21
79384	10/22/2015	General Fund	Conferences	League of MN Cities	Mileage Reimbursement	170.20
79447	10/28/2015	General Fund	Conferences	League of MN Cities	Regional Meeting-Mayor Roe	40.00
79385	10/22/2015	General Fund	Conferences	MAMA	Regional Meeting Registration-Trudg	80.00
79385	10/22/2015	General Fund	Conferences	MAMA	Area Management Meeting Registrati	30.00
0	11/04/2015	General Fund	Conferences	Kelly O'Brien	Area Management Meeting Registrati	20.00
79518	11/04/2015	General Fund	Conferences	PLEAA	Conference Expenses Reimbursement	174.34
0	10/28/2015	General Fund	Conferences	Sheraton-CC	Training Conference-Thorson, Cuddil	110.00
79465	10/28/2015	General Fund	Conferences	St. Paul Area Chamber of Commert	Conference Lodging	488.37
0	10/28/2015	General Fund	Conferences	Subway-CC	Political Leadership Luncheon	300.00
0	10/28/2015	General Fund	Conferences	TVM-CC	Conference Lunch	8.50
					Conference Transportation	4.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	10/28/2015	General Fund	Conferences	U of M- CC	Clean Water Summit	80.00
79476	10/28/2015	General Fund	Conferences	US Bank	Petty Cash Reimbursement, Second	9.58
0	10/28/2015	General Fund	Conferences	Wendy's-CC	Conference Lunch	6.05
Conferences Total:						1,521.04
0	11/04/2015	General Fund	Contract Maint - Vehicles	Advanced Graphix, Inc.	Vinyl Wrap	420.00
0	10/28/2015	General Fund	Contract Maint - Vehicles	Emergency Apparatus Maint. Inc	Auto Charge	661.11
79437	10/28/2015	General Fund	Contract Maint - Vehicles	Grafix Shoppe, Inc.	Custom Reflective Kit	2,365.00
79437	10/28/2015	General Fund	Contract Maint - Vehicles	Grafix Shoppe, Inc.	Custom Reflective Kit	785.00
79399	10/22/2015	General Fund	Contract Maint - Vehicles	Rosedale Chevrolet	2015 Blanket PO for Vehicle Repairs	100.00
Contract Maint - Vehicles Total:						4,331.11
79387	10/22/2015	General Fund	Contract Maint. - City Hall	McGough Facility Management, LI	Facilities Cleaning	2,155.00
79538	11/04/2015	General Fund	Contract Maint. - City Hall	Twin City Garage Door Co.	Garage Door Service	923.40
Contract Maint. - City Hall Total:						3,078.40
79387	10/22/2015	General Fund	Contract Maint. - City Garage	McGough Facility Management, LI	Facilities Cleaning	1,077.50
Contract Maint. - City Garage Total:						1,077.50
0	10/22/2015	General Fund	Contract Maint. H.V.A.C.	Yale Mechanical, LLC	HVAC Service	1,281.41
Contract Maint. H.V.A.C. Total:						1,281.41
79413	10/28/2015	General Fund	Contract Maintenance	2nd Wind Exercise Equipment	Service Labor	398.00
79372	10/22/2015	General Fund	Contract Maintenance	Comcast	Cable TV	89.92
79377	10/22/2015	General Fund	Contract Maintenance	Fire Catt, LLC	Fire Hose Testing	2,081.50
79435	10/28/2015	General Fund	Contract Maintenance	GPS International Technologies, Inc	Software Contract	1,188.00
79498	11/04/2015	General Fund	Contract Maintenance	Hotsy of Minnesota		418.53
79446	10/28/2015	General Fund	Contract Maintenance	Language Line Services	Interpreter Services	106.70
79512	11/04/2015	General Fund	Contract Maintenance	NAC Mechanical & Electrical Serv	Detection Equipment Repair	246.50
79521	11/04/2015	General Fund	Contract Maintenance	Ramsey County	Fleet Support Fee	209.04
79522	11/04/2015	General Fund	Contract Maintenance	Rick Johnson's Deer & Beaver Inc.	Deer Removal	115.00
79540	11/04/2015	General Fund	Contract Maintenance	Upper Cut Tree Service	Blanket PO for Tree Removal	2,060.00
79542	11/04/2015	General Fund	Contract Maintenance	Verizon Wireless	Cell Phones	197.21
Contract Maintenance Total:						7,110.40
0	11/03/2015	General Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Federal Incc	38,229.54

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Federal Income Tax Total:	38,229.54
0	11/03/2015	General Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare E	4,626.74
0	11/03/2015	General Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 FICA Empl	7,190.61
					FICA Employee Ded. Total:	11,817.35
0	11/03/2015	General Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 FICA Empl	7,190.61
0	11/03/2015	General Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare E	4,626.74
					FICA Employers Share Total:	11,817.35
79510	11/04/2015	General Fund	Financial Support	MN Child Support Payment Cntr	Remittance ID: 0015005038	354.43
					Financial Support Total:	354.43
79519	11/04/2015	General Fund	HSA Employee	Premier Bank	PR Batch 00002.10.2015 HSA Empl	2,508.35
					HSA Employee Total:	2,508.35
0	11/04/2015	General Fund	ICMA Def Comp	ICMA Retirement Trust 457-30022	PR Batch 00002.10.2015 ICMA Defe	3,050.49
					ICMA Def Comp Total:	3,050.49
79528	11/04/2015	General Fund	Life Ins. Employee	Standard Insurance Company	Life Insurance-Policy: 134766	23.78
79528	11/04/2015	General Fund	Life Ins. Employee	Standard Insurance Company	Life Insurance-Policy: 134766	1,656.47
					Life Ins. Employee Total:	1,680.25
79528	11/04/2015	General Fund	Life Ins. Employer	Standard Insurance Company	Life Insurance-Policy: 134766	786.34
					Life Ins. Employer Total:	786.34
79528	11/04/2015	General Fund	Long Term Disability	Standard Insurance Company	Life Insurance-Policy: 134766	1,500.85
					Long Term Disability Total:	1,500.85
79513	11/04/2015	General Fund	Medical Ins Employee	NJPA	Health Insurance Premium	7,440.00
79513	11/04/2015	General Fund	Medical Ins Employee	NJPA	Health Insurance Premium	6,837.94

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
79513	11/04/2015	General Fund	Medical Ins Employer	NJPA	Medical Ins Employee Total:	14,277.94
79433	10/28/2015	General Fund	Memberships & Subscriptions	Fire Marshal's Assoc of MN	Fire Codes Seminar Registration	200.00
79384	10/22/2015	General Fund	Memberships & Subscriptions	League of MN Cities	Membership Dues	22,730.00
79453	10/28/2015	General Fund	Memberships & Subscriptions	Minnesota Mayors Association	Association Membership-Roe	30.00
79520	11/04/2015	General Fund	Memberships & Subscriptions	PV & Associates, LLC	Software Update-Winslamm	215.00
				Memberships & Subscriptions Total:		23,175.00
0	11/04/2015	General Fund	Minnesota Benefit Ded	MN Benefit Association	PR Batch 00002.10.2015 Minnesota I	201.65
79415	10/28/2015	General Fund	Miscellaneous	AE Sign Systems, Inc.	Nameplates	130.58
0	10/28/2015	General Fund	Miscellaneous	Byerly's- CC	Compass Group Supplies	13.98
0	10/28/2015	General Fund	Miscellaneous	House of Wong-CC	Meeting Lunch	14.19
0	10/28/2015	General Fund	Miscellaneous	Jimmy John's Sandwiches- CC	Craig Rapp Group Supplies	73.55
0	10/22/2015	General Fund	Miscellaneous	MN Teamsters #320	Bringing Officers Current Through 9/	369.00
79476	10/28/2015	General Fund	Miscellaneous	US Bank	Petty Cash Reimbursement, Second	111.21
				Miscellaneous Total:		712.51
0	11/03/2015	General Fund	MN State Retirement	MSRS-Non Bank	PR Batch 00002.10.2015 Post Emplo	3,205.87
				MN State Retirement Total:		3,205.87
0	11/03/2015	General Fund	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.10.2015 MNDCP De	6,458.37
				MNDCP Def Comp Total:		6,458.37
0	10/28/2015	General Fund	Motor Fuel	B-Dale -CC	Fuel	19.82
0	10/28/2015	General Fund	Motor Fuel	Mansfield Oil Company	2015 Blanket PO for Fuel. 20154 Sta	10,756.84
0	11/04/2015	General Fund	Motor Fuel	Mansfield Oil Company	2015 Blanket PO for Fuel. 20154 Sta	3,751.20
0	11/03/2015	General Fund	Motor Fuel	MN Dept of Revenue-Non Bank	September Fuel Tax	299.82

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	10/28/2015	General Fund	Office Supplies	Zerbee-CC	Motor Fuel Total:	14,827.68
					Labels	2.55
					Office Supplies Total:	2.55
79374	10/22/2015	General Fund	Op Supplies - City Hall	Dalco	Cleaning Supplies	65.21
79379	10/22/2015	General Fund	Op Supplies - City Hall	G & K Services	Floor Mats	33.84
79379	10/22/2015	General Fund	Op Supplies - City Hall	G & K Services	Floor Mats	33.84
79379	10/22/2015	General Fund	Op Supplies - City Hall	G & K Services	Floor Mats	33.84
79473	10/28/2015	General Fund	Op Supplies - City Hall	Trio Supply Company	Restroom Supplies	281.05
79536	11/04/2015	General Fund	Op Supplies - City Hall	Trio Supply Company	Restroom Supplies	197.86
79478	10/28/2015	General Fund	Op Supplies - City Hall	Viking Electric Supply, Inc.	Electrical Supplies	372.40
					Op Supplies - City Hall Total:	1,018.04
0	11/04/2015	General Fund	Operating Supplies	ARAMARK Services	Coffee Supplies	484.35
0	10/28/2015	General Fund	Operating Supplies	City of St. Paul	River Print Products	633.75
0	10/28/2015	General Fund	Operating Supplies	City of St. Paul	River Print Products	181.20
0	10/28/2015	General Fund	Operating Supplies	City of St. Paul	River Print Products	94.50
0	11/04/2015	General Fund	Operating Supplies	City of St. Paul	Radio Maintenance & Service	737.26
79425	10/28/2015	General Fund	Operating Supplies	Commercial Asphalt Co	Asphalt Patching Material, Per State I	1,878.64
79425	10/28/2015	General Fund	Operating Supplies	Commercial Asphalt Co	Asphalt Patching Material, Per State I	997.08
79490	11/04/2015	General Fund	Operating Supplies	Compass Minerals	Qty 400: Road Salt per MN State Bic	9,985.75
79490	11/04/2015	General Fund	Operating Supplies	Compass Minerals	Qty 400: Road Salt per MN State Bic	3,387.22
79490	11/04/2015	General Fund	Operating Supplies	Compass Minerals	Qty 400: Road Salt per MN State Bic	5,081.78
79490	11/04/2015	General Fund	Operating Supplies	Compass Minerals	Qty 400: Road Salt per MN State Bic	9.74
79373	10/22/2015	General Fund	Operating Supplies	Liz Cross	Damage Claim	222.99
0	10/28/2015	General Fund	Operating Supplies	Discountmugs.com	Citizens Academy Supplies	384.22
0	10/22/2015	General Fund	Operating Supplies	Fastenal Company Inc.	Shop Supplies	675.98
0	10/22/2015	General Fund	Operating Supplies	Fastenal Company Inc.	Shop Supplies	22.82
0	10/28/2015	General Fund	Operating Supplies	Fed Ex Kinko's-CC	Animal Quarantine Forms	37.50
0	10/28/2015	General Fund	Operating Supplies	The Firestore.com-CC	Radio Holder	65.45
0	10/22/2015	General Fund	Operating Supplies	Force America, Inc.	Plow Truck Supplies	722.92
0	10/28/2015	General Fund	Operating Supplies	Force America, Inc.	Roadtemp Sensor	1,425.26
0	10/22/2015	General Fund	Operating Supplies	Grainger Inc	Polymer Creeper	108.41
0	10/28/2015	General Fund	Operating Supplies	Home Depot- CC	Couplings	12.57
79499	11/04/2015	General Fund	Operating Supplies	Impressive Print	Leave Time Request Forms	170.00
79382	10/22/2015	General Fund	Operating Supplies	Konrad Material Sales, LLC.	QTY: 22,500 lbs of Crack Sealing Ma	10,969.00
79382	10/22/2015	General Fund	Operating Supplies	Konrad Material Sales, LLC.	QTY: 22,500 lbs of Crack Sealing Ma	21.20
0	10/22/2015	General Fund	Operating Supplies	MES, Inc.	Helmets	2,524.71
79454	10/28/2015	General Fund	Operating Supplies	Mn Dept of Commerce	2015 Unclaimed Property Reporting	140.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	10/28/2015	General Fund	Operating Supplies	NFPA Natl Fire Protect-CC	Fire Safety Supplies	91.95
0	10/28/2015	General Fund	Operating Supplies	North Image Apparel, Inc.	T-Shirts	56.44
0	10/28/2015	General Fund	Operating Supplies	PayPal-CC	Squad Equipment	79.00
79524	11/04/2015	General Fund	Operating Supplies	Chris Snyder	Project Materials Reimbursement	108.03
79468	10/28/2015	General Fund	Operating Supplies	Staples Business Advantage, Inc.	Office Supplies	46.46
79529	11/04/2015	General Fund	Operating Supplies	Staples Business Advantage, Inc.	Toner	219.00
0	10/28/2015	General Fund	Operating Supplies	Suburban Ace Hardware-CC	Spray Paint	58.41
0	10/28/2015	General Fund	Operating Supplies	Suburban Ace Hardware-CC	Garden Sprayer	24.99
0	10/28/2015	General Fund	Operating Supplies	Target- CC	Kitchen Supplies	72.31
0	10/28/2015	General Fund	Operating Supplies	Target- CC	Police Department Photos	68.63
0	10/28/2015	General Fund	Operating Supplies	Target- CC	Cleaning Supplies	32.09
0	10/28/2015	General Fund	Operating Supplies	Target- CC	Office Supplies	17.25
0	10/28/2015	General Fund	Operating Supplies	Target- CC	Immigrant Outreach Supplies	42.28
0	10/28/2015	General Fund	Operating Supplies	Target- CC	Kitchen Supplies	65.51
0	10/28/2015	General Fund	Operating Supplies	UPS Store- CC	Shipping Supplies	24.46
0	10/28/2015	General Fund	Operating Supplies	W.S. Darley-CC	Flashing Cones	188.05
0	10/28/2015	General Fund	Operating Supplies	Zerbee-CC	Kitchen Supplies	105.73
Operating Supplies Total:						42,274.89
0	10/28/2015	General Fund	Operating Supplies City Garage	Amazon.com- CC	Folding Dolly	59.56
79427	10/28/2015	General Fund	Operating Supplies City Garage	Dalco	Courtesy Bags	50.16
79379	10/22/2015	General Fund	Operating Supplies City Garage	G & K Services	Floor Mats	28.96
79379	10/22/2015	General Fund	Operating Supplies City Garage	G & K Services	Floor Mats	28.96
79379	10/22/2015	General Fund	Operating Supplies City Garage	G & K Services	Floor Mats	28.96
0	10/28/2015	General Fund	Operating Supplies City Garage	Suburban Ace Hardware-CC	Door Stop, Vinyl Bumper	17.11
79473	10/28/2015	General Fund	Operating Supplies City Garage	Trio Supply Company	Restroom Supplies	181.55
79536	11/04/2015	General Fund	Operating Supplies City Garage	Trio Supply Company	Restroom Supplies	49.47
79478	10/28/2015	General Fund	Operating Supplies City Garage	Viking Electric Supply, Inc.	Electrical Supplies	16.23
Operating Supplies City Garage Total:						460.96
0	11/03/2015	General Fund	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.10.2015 Pera Emplo	29,489.36
PERA Employee Ded Total:						29,489.36
0	11/03/2015	General Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00002.10.2015 Pera additio	1,039.02
0	11/03/2015	General Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00002.10.2015 Pera Emplo	40,823.07
PERA Employer Share Total:						41,862.09
0	11/04/2015	General Fund	PERA Life Ins. Ded.	NCPERS Life Ins#725800	PR Batch 00002.10.2015 PERA Life	32.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	11/03/2015	General Fund	Postage	Pitney Bowes - Non Bank	PERA Life Ins. Ded. Total: September Postage	32.00 3,000.00
79380	10/22/2015	General Fund	Printing	Impressive Print	Envelopes	272.00
79419	10/28/2015	General Fund	Professional Services	Brighton Veterinary Hospital	Impounded Animal Fees	3,400.00
0	11/04/2015	General Fund	Professional Services	City of St. Paul	Radio Maintenance & Service	319.75
0	10/22/2015	General Fund	Professional Services	Erickson, Bell, Beckman & Quinn I	Prosecution Services Through Sept. 3	12,973.00
79509	11/04/2015	General Fund	Professional Services	Metropolitan Courier Corp.	Courier Service	723.00
79402	10/22/2015	General Fund	Professional Services	Sheila Stowell	City Council Meeting Minutes	300.00
79402	10/22/2015	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	5.00
79402	10/22/2015	General Fund	Professional Services	Sheila Stowell	Community Engagement Commission	268.75
79402	10/22/2015	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	5.00
79530	11/04/2015	General Fund	Professional Services	Sheila Stowell	City Council Meeting Minutes	368.75
79530	11/04/2015	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	5.00
79406	10/22/2015	General Fund	Professional Services	Time Saver Off Site Secretarial, Inc	Community Engagement Meeting Mi	342.50
79535	11/04/2015	General Fund	Professional Services	Time Saver Off Site Secretarial, Inc	Finance Commission Meeting Minute	194.75
79537	11/04/2015	General Fund	Professional Services	Twin Cities Transport & Recove	Towing Service	115.00
79476	10/28/2015	General Fund	Professional Services	US Bank	Petty Cash Reimbursement, Second C	29.75
0	11/04/2015	General Fund	Right of way Permit	T. A. Schrifsky & Sons, Inc.	Right of Way Permit Overpayment R	25.00
0	11/03/2015	General Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.10.2015 State Incom	14,705.11
79525	11/04/2015	General Fund	Telephone	Sprint	Cell Phones	20.66
79471	10/28/2015	General Fund	Telephone	T Mobile	Cell Phones-Acct: 771707201	76.89
79532	11/04/2015	General Fund	Telephone	T Mobile	Cell Phones Acct: 876644423	19.53
79532	11/04/2015	General Fund	Telephone	T Mobile	Cell Phones Acct: 876644423	290.09
79532	11/04/2015	General Fund	Telephone	T Mobile	Cell Phones Acct: 876644423	88.09
79532	11/04/2015	General Fund	Telephone	T Mobile	Cell Phones Acct: 876644423	911.51

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Telephone Total:	1,406.77
0	10/28/2015	General Fund	Training	Alex Tech College-CC	Law Enforcement Training	295.00
0	10/28/2015	General Fund	Training	Atom Training-CC	Law Enforcement Training	275.00
0	10/28/2015	General Fund	Training	Brueggers Bagels- CC	Training Supplies	72.45
0	10/28/2015	General Fund	Training	Caribou Coffee- CC	Training Supplies	139.26
0	10/28/2015	General Fund	Training	James Chandler	Mileage Reimbursement	123.05
0	10/28/2015	General Fund	Training	Famous Daves-CC	Training Supplies	632.55
0	10/28/2015	General Fund	Training	Firehouse Subs-CC	Training Supplies	373.64
0	10/28/2015	General Fund	Training	MN Sheriffs Assn-CC	Law Enforcement Training	120.00
0	10/28/2015	General Fund	Training	Now & Later-CC	Ice	20.53
79460	10/28/2015	General Fund	Training	Pearson Education, Inc.	Emergency Medical Responder	1,857.57
0	10/28/2015	General Fund	Training	Urban Retreat-CC	Room Rental	11.25
					Training Total:	3,920.30
0	10/28/2015	General Fund	Utilities	Xcel Energy	Civil Defense	60.97
0	10/28/2015	General Fund	Utilities	Xcel Energy	New Fire Station	2,369.41
0	10/28/2015	General Fund	Utilities	Xcel Energy	Traffic Signal & Street Lights	3,778.61
0	10/28/2015	General Fund	Utilities	Xcel Energy	Street Light	12,427.42
					Utilities Total:	18,636.41
0	10/28/2015	General Fund	Utilities - City Garage	Xcel Energy	Garage	2,537.98
					Utilities - City Garage Total:	2,537.98
0	10/28/2015	General Fund	Utilities - City Hall	Xcel Energy	City Hall Building	6,504.25
					Utilities - City Hall Total:	6,504.25
0	10/28/2015	General Fund	Utilities - Old City Hall	Xcel Energy	Fire Stations	277.71
					Utilities - Old City Hall Total:	277.71
0	10/28/2015	General Fund	Vehicle Supplies	Amazon.com- CC	Five Panel Mirror	21.79
79364	10/22/2015	General Fund	Vehicle Supplies	Boyer Trucks, Corp.	2015 Blanket PO for Vehicle Repair F	8.19
0	10/22/2015	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	2015 Blanket PO for Vehicle Repair F	-48.40
0	10/22/2015	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	2015 Blanket PO for Vehicle Repair F	231.66
0	10/22/2015	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	2015 Blanket PO for Vehicle Repair F	320.37
0	10/22/2015	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	2015 Blanket PO for Vehicle Repair F	476.73

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	10/22/2015	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	2015 Blanket PO for Vehicle Repair F	347.49
0	10/22/2015	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	2015 Blanket PO for Vehicle Repair F	55.69
0	10/28/2015	General Fund	Vehicle Supplies	Fastenal Company Inc.	2015 Blanket PO for Vehicle Repair F	633.37
0	10/22/2015	General Fund	Vehicle Supplies	FleetPride Truck & Trailer Parts	2015 Blanket PO for Vehicle Repair F	31.93
0	10/22/2015	General Fund	Vehicle Supplies	FleetPride Truck & Trailer Parts	2015 Blanket PO for Vehicle Repair F	11.34
0	10/28/2015	General Fund	Vehicle Supplies	Grainger Inc	Cone Holder	20.80
0	10/28/2015	General Fund	Vehicle Supplies	Grainger Inc	Absorbent Bags	103.05
0	10/22/2015	General Fund	Vehicle Supplies	Napa Auto Parts	Oil Dry	64.71
0	10/22/2015	General Fund	Vehicle Supplies	Napa Auto Parts	Oil Dry	57.52
0	10/22/2015	General Fund	Vehicle Supplies	Napa Auto Parts	Oil Dry	59.44
0	10/22/2015	General Fund	Vehicle Supplies	Napa Auto Parts	2015 Blanket PO for Vehicle Repairs	-20.52
0	10/22/2015	General Fund	Vehicle Supplies	Napa Auto Parts	2015 Blanket PO for Vehicle Repairs	16.92
0	10/22/2015	General Fund	Vehicle Supplies	Napa Auto Parts	Credit	-31.92
0	10/22/2015	General Fund	Vehicle Supplies	Napa Auto Parts	2015 Blanket PO for Vehicle Repairs	23.95
0	10/22/2015	General Fund	Vehicle Supplies	Napa Auto Parts	Credit	-62.49
0	10/22/2015	General Fund	Vehicle Supplies	Napa Auto Parts	2015 Blanket PO for Vehicle Repairs	49.99
0	10/22/2015	General Fund	Vehicle Supplies	Napa Auto Parts	2015 Blanket PO for Vehicle Repairs	3.20
0	10/22/2015	General Fund	Vehicle Supplies	Napa Auto Parts	2015 Blanket PO for Vehicle Repairs	219.85
0	10/22/2015	General Fund	Vehicle Supplies	Napa Auto Parts	2015 Blanket PO for Vehicle Repairs	51.57
0	10/22/2015	General Fund	Vehicle Supplies	Napa Auto Parts	2015 Blanket PO for Vehicle Repairs	60.18
0	10/28/2015	General Fund	Vehicle Supplies	ODB Company	2015 Blanket PO for Vehicle Repair F	5,901.00
0	10/28/2015	General Fund	Vehicle Supplies	ODB Company	2015 Blanket PO for Vehicle Repair F	-1,986.77
0	10/28/2015	General Fund	Vehicle Supplies	ODB Company	2015 Blanket PO for Vehicle Repair F	1,986.77
0	10/28/2015	General Fund	Vehicle Supplies	PTS Tool Supply-CC	Vehicle Supplies	55.60
79403	10/22/2015	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	2015 Blanket PO for Vehicle Repair F	320.60
79472	10/28/2015	General Fund	Vehicle Supplies	Tennant Sales & Services	Filters	803.10
Vehicle Supplies Total:						9,786.71
79430	10/28/2015	General Fund	Volunteer Recognition	Mark Dion	Appreciation Dinner Reimbursement	1,188.72
Volunteer Recognition Total:						1,188.72
Fund Total:						437,867.49
0	10/28/2015	General Fund Donations	Explorers - Supplies	Crystal Jones	Conference Expenses Reimbursement	999.92
Explorers - Supplies Total:						999.92
0	10/28/2015	General Fund Donations	Miscellaneous	Byerly's- CC	Lemonade	8.30
0	10/28/2015	General Fund Donations	Miscellaneous	Chipotle- CC	Station Supplies	50.56

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	10/28/2015	General Fund Donations	Miscellaneous	Edible Arrangements-CC	Peace & Doves Bouquet	95.79
0	10/28/2015	General Fund Donations	Miscellaneous	Firehouse Subs-CC	Training Supplies	47.63
0	10/28/2015	General Fund Donations	Miscellaneous	Now & Later-CC	Station Supplies	5.85
Miscellaneous Total:						208.13
Fund Total:						1,208.05
0	11/03/2015	Golf Course	Credit Card Fees	US Bank-Non Bank	September Terminal Charges	667.40
Credit Card Fees Total:						667.40
0	11/03/2015	Golf Course	Employer Pension	PERA-Non Bank	PERA Omitted Deductions	657.91
0	11/03/2015	Golf Course	Employer Pension	PERA-Non Bank	PERA Omitted Deductions	928.58
Employer Pension Total:						1,586.49
0	11/03/2015	Golf Course	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Federal Incc	476.18
Federal Income Tax Total:						476.18
0	11/03/2015	Golf Course	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 FICA Empl	343.79
0	11/03/2015	Golf Course	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare E	80.40
FICA Employee Ded. Total:						424.19
0	11/03/2015	Golf Course	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare E	80.40
0	11/03/2015	Golf Course	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 FICA Empl	343.79
FICA Employers Share Total:						424.19
79528	11/04/2015	Golf Course	Life Ins. Employee	Standard Insurance Company	Life Insurance-Policy: 134766	73.48
Life Ins. Employee Total:						73.48
79528	11/04/2015	Golf Course	Life Ins. Employer	Standard Insurance Company	Life Insurance-Policy: 134766	8.08
Life Ins. Employer Total:						8.08
79528	11/04/2015	Golf Course	Long Term Disability	Standard Insurance Company	Life Insurance-Policy: 134766	20.52

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
79513	11/04/2015	Golf Course	Medical Ins Employee	NJPA	Long Term Disability Total:	20.52
					Health Insurance Premium	482.84
79513	11/04/2015	Golf Course	Medical Ins Employer	NJPA	Medical Ins Employee Total:	482.84
					Health Insurance Premium	913.00
0	10/28/2015	Golf Course	Merchandise For Sale	Restaurant Depot- CC	Medical Ins Employer Total:	913.00
					Golf Course Supplies	223.21
0	11/03/2015	Golf Course	MN State Retirement	MSRS-Non Bank	Merchandise For Sale Total:	223.21
					PR Batch 00002.10.2015 Post Emplo;	33.14
					MN State Retirement Total:	33.14
0	10/28/2015	Golf Course	Operating Supplies	Davis Lock & Safe-CC	Club Room Handle and Lock	144.62
0	10/28/2015	Golf Course	Operating Supplies	Home Depot- CC	Roof Repair Supplies	54.63
0	10/28/2015	Golf Course	Operating Supplies	Home Depot- CC	Shop Supplies	3.20
0	10/28/2015	Golf Course	Operating Supplies	North Hgts Hardware Hank-CC	Shop Parts	10.50
79398	10/22/2015	Golf Course	Operating Supplies	Reinders Inc.	Golf Course Supplies	156.68
79398	10/22/2015	Golf Course	Operating Supplies	Reinders Inc.	Golf Course Supplies	276.99
0	10/28/2015	Golf Course	Operating Supplies	Restaurant Depot- CC	Golf Course Supplies	20.15
0	10/28/2015	Golf Course	Operating Supplies	Target- CC	Golf Course Supplies	12.20
0	10/28/2015	Golf Course	Operating Supplies	Target- CC	Cleaning Supplies	31.39
0	10/28/2015	Golf Course	Operating Supplies	Vac That Thing Up-CC	Vacuum Parts	12.92
					Operating Supplies Total:	723.28
0	11/03/2015	Golf Course	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.10.2015 Pera Emplo;	328.26
					PERA Employee Ded Total:	328.26
0	11/03/2015	Golf Course	PERA Employer Share	PERA-Non Bank	PR Batch 00002.10.2015 Pera Emplo;	328.26
0	11/03/2015	Golf Course	PERA Employer Share	PERA-Non Bank	PR Batch 00002.10.2015 Pera additio	50.51
					PERA Employer Share Total:	378.77

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
79371	10/22/2015	Golf Course	Rental	Club Car, LLC	Car Rentals	840.00
					Rental Total:	840.00
0	11/03/2015	Golf Course	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.10.2015 State Income	231.44
					State Income Tax Total:	231.44
0	11/03/2015	Golf Course	State Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	2,511.12
					State Sales Tax Payable Total:	2,511.12
79532	11/04/2015	Golf Course	Telephone	T Mobile	Cell Phones Acct: 876644423	32.04
					Telephone Total:	32.04
0	11/03/2015	Golf Course	Use Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	52.21
79398	10/22/2015	Golf Course	Use Tax Payable	Reinders Inc.	Sales/Use Tax	-10.08
79398	10/22/2015	Golf Course	Use Tax Payable	Reinders Inc.	Sales/Use Tax	-17.82
0	10/28/2015	Golf Course	Use Tax Payable	Xcel Energy	Sales/Use Tax	-39.46
					Use Tax Payable Total:	-15.15
0	10/28/2015	Golf Course	Utilities	Xcel Energy	Golf Course	613.49
					Utilities Total:	613.49
0	10/28/2015	Golf Course	Vehicle Supplies	Grainger-CC	Air Compressor Parts	48.88
0	10/28/2015	Golf Course	Vehicle Supplies	Suburban Ace Hardware-CC	Spark Plugs	9.62
					Vehicle Supplies Total:	58.50
					Fund Total:	11,034.47
79503	11/04/2015	Housing & Redevelopment Agency	Attorney Fees	Kennedy & Graven, Chartered	HRA Cosolidation	814.00
					Attorney Fees Total:	814.00
0	11/03/2015	Housing & Redevelopment Agency	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 FICA Emph	10.23
0	11/03/2015	Housing & Redevelopment Agency	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare E	2.39

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					FICA Employee Ded. Total:	12.62
0	11/03/2015	Housing & Redevelopment Agency	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare E	2.39
0	11/03/2015	Housing & Redevelopment Agency	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 FICA Empl	10.23
					FICA Employers Share Total:	12.62
					Fund Total:	839.24
79407	10/22/2015	HRA Property Abatement Program	Payments to Contractors	TMR Quality Lawn Service	Lawn Service @ 1194 W. Shryer	85.00
					Payments to Contractors Total:	85.00
					Fund Total:	85.00
79368	10/22/2015	Information Technology	Computer Equipment	CDWG Inc.	Backup Tapes	6,357.50
79429	10/28/2015	Information Technology	Computer Equipment	Data Q Internet Equip. Corp.	Computer Supplies	8,410.00
79442	10/28/2015	Information Technology	Computer Equipment	Intech Group, LLC	Police Interview Room Arbitrator VP	2,300.00
					Computer Equipment Total:	17,067.50
0	10/28/2015	Information Technology	Conferences	CTIA Wireless-CC	Conference Registration-Exhibition P	259.90
					Conferences Total:	259.90
79363	10/22/2015	Information Technology	Contract Maintenance	Baycom, Inc	Qty: 78 Panasonic Arbitrator 2 Year A	23,918.00
79368	10/22/2015	Information Technology	Contract Maintenance	CDWG Inc.	VM Ware	323.00
0	10/28/2015	Information Technology	Contract Maintenance	Solarwinds-CC	Annual Software Subscription	298.00
					Contract Maintenance Total:	24,539.00
0	11/03/2015	Information Technology	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Federal Incc	4,177.41
					Federal Income Tax Total:	4,177.41
0	11/03/2015	Information Technology	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare E	540.82
0	11/03/2015	Information Technology	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 FICA Empl	2,312.40

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					FICA Employee Ded. Total:	2,853.22
0	11/03/2015	Information Technology	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 FICA Empl	2,312.40
0	11/03/2015	Information Technology	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare Ei	540.82
					FICA Employers Share Total:	2,853.22
79519	11/04/2015	Information Technology	HSA Employee	Premier Bank	PR Batch 00002.10.2015 HSA Empl	252.42
					HSA Employee Total:	252.42
0	11/04/2015	Information Technology	ICMA Def Comp	ICMA Retirement Trust 457-30022	PR Batch 00002.10.2015 ICMA Defe	225.00
					ICMA Def Comp Total:	225.00
79423	10/28/2015	Information Technology	Internet	City of North St. Paul	Billing Interconnects	1,900.00
79423	10/28/2015	Information Technology	Internet	City of North St. Paul	Data Center Interconnects	600.00
					Internet Total:	2,500.00
79528	11/04/2015	Information Technology	Life Ins. Employee	Standard Insurance Company	Life Insurance-Policy: 134766	94.97
					Life Ins. Employee Total:	94.97
79528	11/04/2015	Information Technology	Life Ins. Employer	Standard Insurance Company	Life Insurance-Policy: 134766	119.18
					Life Ins. Employer Total:	119.18
79528	11/04/2015	Information Technology	Long Term Disability	Standard Insurance Company	Life Insurance-Policy: 134766	217.16
					Long Term Disability Total:	217.16
79513	11/04/2015	Information Technology	Medical Ins Employee	NJPA	Health Insurance Premium	1,083.58
					Medical Ins Employee Total:	1,083.58
79513	11/04/2015	Information Technology	Medical Ins Employer	NJPA	Health Insurance Premium	6,947.96
					Medical Ins Employer Total:	6,947.96

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	11/03/2015	Information Technology	MN State Retirement	MSRS-Non Bank	PR Batch 00002.10.2015 Post Emplo	378.19
					MN State Retirement Total:	378.19
79488	11/04/2015	Information Technology	Office Supplies	CDW Government, Inc.	Flash Drive	33.59
79488	11/04/2015	Information Technology	Office Supplies	CDW Government, Inc.	Replacement Drive	352.34
79468	10/28/2015	Information Technology	Office Supplies	Staples Business Advantage, Inc.	Office Supplies	42.44
					Office Supplies Total:	428.37
0	10/28/2015	Information Technology	Operating Supplies	Approved Optics-CC	Fiber Transceivers	1,151.00
79488	11/04/2015	Information Technology	Operating Supplies	CDW Government, Inc.	LTO Tapes	546.94
79368	10/22/2015	Information Technology	Operating Supplies	CDWG Inc.	Backup Tapes	419.38
0	10/28/2015	Information Technology	Operating Supplies	SHI International Corp	Windows Platform, Language ESD S	1,824.00
79401	10/22/2015	Information Technology	Operating Supplies	Staples Business Advantage, Inc.	Wire Cutter	26.07
					Operating Supplies Total:	3,967.39
0	11/03/2015	Information Technology	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.10.2015 Pera Emplo	2,458.23
					PERA Employee Ded Total:	2,458.23
0	11/03/2015	Information Technology	PERA Employer Share	PERA-Non Bank	PR Batch 00002.10.2015 Pera additio	378.19
0	11/03/2015	Information Technology	PERA Employer Share	PERA-Non Bank	PR Batch 00002.10.2015 Pera Emplo	2,458.23
					PERA Employer Share Total:	2,836.42
0	11/03/2015	Information Technology	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.10.2015 State Incom	1,529.65
					State Income Tax Total:	1,529.65
79532	11/04/2015	Information Technology	Telephone	T Mobile	Cell Phones Acct: 876644423	191.98
					Telephone Total:	191.98
					Fund Total:	74,980.75
0	11/03/2015	Internal Service - Interest	Investment Income	RVA- Non Bank	September Interest	825.08

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Investment Income Total:	825.08
					Fund Total:	825.08
79420	10/28/2015	License Center	Contract Maintenance	Brite-Way Window Cleaning Sv	License Center Window Cleaning	29.00
					Contract Maintenance Total:	29.00
0	11/03/2015	License Center	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Federal Incc	3,209.52
					Federal Income Tax Total:	3,209.52
0	11/03/2015	License Center	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare E	454.75
0	11/03/2015	License Center	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 FICA Empl	1,944.51
					FICA Employee Ded. Total:	2,399.26
0	11/03/2015	License Center	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 FICA Empl	1,944.51
0	11/03/2015	License Center	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare E	454.75
					FICA Employers Share Total:	2,399.26
79459	10/28/2015	License Center	Furniture & Fixtures	O'Keefe, Inc.	Sink/Countertop Replacement	2,498.50
79466	10/28/2015	License Center	Furniture & Fixtures	St. Paul Linoleum and Carpet Co, Jr	Kitchen Remodel	1,670.00
					Furniture & Fixtures Total:	4,168.50
79519	11/04/2015	License Center	HSA Employee	Premier Bank	PR Batch 00002.10.2015 HSA Empl	76.92
					HSA Employee Total:	76.92
79528	11/04/2015	License Center	Life Ins. Employee	Standard Insurance Company	Life Insurance-Policy: 134766	129.50
					Life Ins. Employee Total:	129.50
79528	11/04/2015	License Center	Life Ins. Employer	Standard Insurance Company	Life Insurance-Policy: 134766	72.72

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Life Ins. Employer Total:	72.72
79528	11/04/2015	License Center	Long Term Disability	Standard Insurance Company	Life Insurance-Policy: 134766	122.42
					Long Term Disability Total:	122.42
79513	11/04/2015	License Center	Medical Ins Employee	NJPA	Health Insurance Premium	1,419.66
					Medical Ins Employee Total:	1,419.66
79513	11/04/2015	License Center	Medical Ins Employer	NJPA	Health Insurance Premium	5,678.00
					Medical Ins Employer Total:	5,678.00
0	10/28/2015	License Center	Memberships & Subscriptions	Chris Eisenschenk	Notary Commission Expenses Reimb	20.00
					Memberships & Subscriptions Total:	20.00
0	11/04/2015	License Center	Minnesota Benefit Ded	MN Benefit Association	PR Batch 00002.10.2015 Minnesota F	123.84
					Minnesota Benefit Ded Total:	123.84
0	11/03/2015	License Center	MN State Retirement	MSRS-Non Bank	PR Batch 00002.10.2015 Post Emplo	308.65
					MN State Retirement Total:	308.65
0	11/03/2015	License Center	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.10.2015 MNDCP De	254.62
0	11/03/2015	License Center	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.10.2015 MNDCP De	200.00
					MNDCP Def Comp Total:	454.62
0	10/22/2015	License Center	Office Supplies	North Country Business Products Ir	Thermal Paper	43.91
0	10/28/2015	License Center	Office Supplies	Pakor-CC	Passport Folders	80.99
					Office Supplies Total:	124.90
79477	10/28/2015	License Center	Other Improvements	Victoria Drywall, Inc.	Kitchen Remodel	365.00
					Other Improvements Total:	365.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	11/03/2015	License Center	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.10.2015 Pera Emplo	1,945.30
					PERA Employee Ded Total:	1,945.30
0	11/03/2015	License Center	PERA Employer Share	PERA-Non Bank	PR Batch 00002.10.2015 Pera additio	299.27
0	11/03/2015	License Center	PERA Employer Share	PERA-Non Bank	PR Batch 00002.10.2015 Pera Emplo	1,945.30
					PERA Employer Share Total:	2,244.57
0	10/28/2015	License Center	Postage	Byerly's- CC	Postage Stamps	49.00
0	10/28/2015	License Center	Postage	USPS-CC	Postage	121.20
					Postage Total:	170.20
0	10/22/2015	License Center	Professional Services	Electro Watchman, Inc.	Security Systeme	180.00
79387	10/22/2015	License Center	Professional Services	McGough Facility Management, LI	Facilities Cleaning	359.16
					Professional Services Total:	539.16
0	11/03/2015	License Center	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.10.2015 State Incom	1,366.06
					State Income Tax Total:	1,366.06
0	10/28/2015	License Center	Transportation	Jill Theisen	Mileage Reimbursement	248.40
					Transportation Total:	248.40
					Fund Total:	27,615.46
0	10/28/2015	Municipal Jazz Band	Professional Services	Glen Newton	Big Band Director-Oct.	250.00
					Professional Services Total:	250.00
					Fund Total:	250.00
0	11/03/2015	P & R Contract Maintenance	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Federal Incc	2,484.78

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Federal Income Tax Total:	2,484.78
0	11/03/2015	P & R Contract Maintenance	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare E	322.57
0	11/03/2015	P & R Contract Maintenance	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 FICA Empl	1,379.26
					FICA Employee Ded. Total:	1,701.83
0	11/03/2015	P & R Contract Maintenance	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 FICA Empl	1,379.26
0	11/03/2015	P & R Contract Maintenance	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare E	322.57
					FICA Employers Share Total:	1,701.83
79519	11/04/2015	P & R Contract Maintenance	HSA Employee	Premier Bank	PR Batch 00002.10.2015 HSA Empl	238.46
79519	11/04/2015	P & R Contract Maintenance	HSA Employee	Premier Bank	PR Batch 00002.10.2015 HSA WI En	34.62
					HSA Employee Total:	273.08
79528	11/04/2015	P & R Contract Maintenance	Life Ins. Employee	Standard Insurance Company	Life Insurance-Policy: 134766	89.71
					Life Ins. Employee Total:	89.71
79528	11/04/2015	P & R Contract Maintenance	Life Ins. Employer	Standard Insurance Company	Life Insurance-Policy: 134766	66.66
					Life Ins. Employer Total:	66.66
79528	11/04/2015	P & R Contract Maintenance	Long Term Disability	Standard Insurance Company	Life Insurance-Policy: 134766	117.08
					Long Term Disability Total:	117.08
79513	11/04/2015	P & R Contract Maintenance	Medical Ins Employee	NJPA	Health Insurance Premium	461.34
					Medical Ins Employee Total:	461.34
79513	11/04/2015	P & R Contract Maintenance	Medical Ins Employer	NJPA	Health Insurance Premium	5,091.35
					Medical Ins Employer Total:	5,091.35
0	11/03/2015	P & R Contract Maintenance	MN State Retirement	MSRS-Non Bank	PR Batch 00002.10.2015 Post Emplo	211.58

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	11/03/2015	P & R Contract Maintenance	MNDCP Def Comp	Great West- Non Bank	MN State Retirement Total: PR Batch 00002.10.2015 MNDCP De	211.58 280.00
0	10/28/2015	P & R Contract Maintenance	Operating Supplies	All Poolside-CC	MNDCP Def Comp Total: Pool Supplies	280.00
0	10/28/2015	P & R Contract Maintenance	Operating Supplies	Bachman's-CC	Arboretum Supplies	18.70
0	11/04/2015	P & R Contract Maintenance	Operating Supplies	Michael Gauger	Uniform Supplies Reimbursement	67.86
0	10/28/2015	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-CC	Fasteners	17.14
0	10/28/2015	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-CC	Playground Supplies	20.06
0	10/28/2015	P & R Contract Maintenance	Operating Supplies	Now & Later-CC	Reimbursement for Inadvariant Perso	62.10
0	10/28/2015	P & R Contract Maintenance	Operating Supplies	O'Reilly Automotive- CC	Bit Set	9.22
0	10/28/2015	P & R Contract Maintenance	Operating Supplies	Suburban Ace Hardware-CC	Light Bulbs	29.98
0	10/28/2015	P & R Contract Maintenance	Operating Supplies	Twin City Saw-CC	Chain Saw Supplies	9.99
0	11/03/2015	P & R Contract Maintenance	PERA Employee Ded	PERA-Non Bank	Operating Supplies Total: PR Batch 00002.10.2015 Pera Emplo	25.76 260.81 1,417.17
0	11/03/2015	P & R Contract Maintenance	PERA Employer Share	PERA-Non Bank	PERA Employee Ded Total: PR Batch 00002.10.2015 Pera Emplo	1,417.17
0	11/03/2015	P & R Contract Maintenance	PERA Employer Share	PERA-Non Bank	PERA Employer Share Total: Blanket PO for Tree Removal	218.04 1,635.21 268.00
79540	11/04/2015	P & R Contract Maintenance	Professional Services	Upper Cut Tree Service	Stump Grinding	455.00
79540	11/04/2015	P & R Contract Maintenance	Professional Services	Upper Cut Tree Service	Professional Services Total: Toilet Rental	723.00
0	10/22/2015	P & R Contract Maintenance	Rental	Jimmys Johnmys, Inc	Toilet Rental	54.50
0	10/22/2015	P & R Contract Maintenance	Rental	Jimmys Johnmys, Inc	Toilet Rental	1.94
0	10/22/2015	P & R Contract Maintenance	Rental	Jimmys Johnmys, Inc	Toilet Rental	54.50
0	10/28/2015	P & R Contract Maintenance	Rental	Jimmys Johnmys, Inc	Toilet Rental	29.20
0	11/03/2015	P & R Contract Maintenance	Sales Tax	MN Dept of Revenue-Non Bank	Rental Total: Sales/Use Tax	140.14 103.46

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	11/03/2015	P & R Contract Maintenance	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.10.2015 State Incom	1,041.94
					Sales Tax Total:	103.46
79525	11/04/2015	P & R Contract Maintenance	Telephone	Sprint	Cell Phones	33.08
79532	11/04/2015	P & R Contract Maintenance	Telephone	T Mobile	Cell Phones Acct: 876644423	79.06
					State Income Tax Total:	1,041.94
					Telephone Total:	112.14
0	10/28/2015	P & R Contract Maintenance	Utilities	Xcel Energy	P&R	3,548.22
					Utilities Total:	3,548.22
					Fund Total:	21,461.33
79501	11/04/2015	Park Renewal 2011	15-02 Victoria Street Recon	Jodel Contracting, LLC	Victoria St. & County Road B	35,967.61
79514	11/04/2015	Park Renewal 2011	15-02 Victoria Street Recon	North Valley, Inc.	Victoria Street Reconstruction	7,573.95
					15-02 Victoria Street Recon Total:	43,541.56
79434	10/28/2015	Park Renewal 2011	Professional Services	Goodmanson Construction, Inc.	Repair Monument Sign (County Rd C	11,457.00
					Professional Services Total:	11,457.00
					Fund Total:	54,998.56
79378	10/22/2015	Pathway Maintenance Fund	Operating Supplies	Fra-Dor Inc.	Received Loads	864.00
79461	10/28/2015	Pathway Maintenance Fund	Operating Supplies	Q3 Contracting, Inc.	Sign Rental	337.50
					Operating Supplies Total:	1,201.50
					Fund Total:	1,201.50
79476	10/28/2015	Police - DWI Enforcement	Operating Supplies	US Bank	Petty Cash Reimbursement, Second C	41.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Operating Supplies Total:	41.50
79474	10/28/2015	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing Service	420.00
79474	10/28/2015	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing Service	85.00
					Professional Services Total:	505.00
					Fund Total:	546.50
79451	10/28/2015	Police Grants	Capital Outlay	Medtech Forensics, Inc.,	Fingerprint Supplies	190.00
					Capital Outlay Total:	190.00
79528	11/04/2015	Police Grants	Life Ins. Employer	Standard Insurance Company	Life Insurance-Policy: 134766	0.27
					Life Ins. Employer Total:	0.27
79528	11/04/2015	Police Grants	Long Term Disability	Standard Insurance Company	Life Insurance-Policy: 134766	0.45
					Long Term Disability Total:	0.45
79513	11/04/2015	Police Grants	Medical Ins Employer	NJPA	Health Insurance Premium	12.29
					Medical Ins Employer Total:	12.29
					Fund Total:	203.01
0	10/28/2015	Police Forfeiture Fund	Professional Services	Amazon.com- CC	FBI Uniform Supplies	72.98
0	10/28/2015	Police Forfeiture Fund	Professional Services	EZ Pass-CC	Toll Pass for FBI	80.00
79479	10/28/2015	Police Forfeiture Fund	Professional Services	WallPacksDirect.com, Inc.	Exterior PD Garage Lights	719.60
					Professional Services Total:	872.58
					Fund Total:	872.58
79368	10/22/2015	Police Vehicle Revolving	Capital Outlay	CDWG Inc.	Qty: 19 Cradlepoint rugged ent 3/4G	14,250.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
79368	10/22/2015	Police Vehicle Revolving	Capital Outlay	CDWG Inc.	Qty: 19 Powertech PT60 5-In-1 w/ Bc	3,990.38
79428	10/28/2015	Police Vehicle Revolving	Capital Outlay	Data 911-Hubb Systems. LLC	CPU, Processor, Touch Screens	47,922.75
					Capital Outlay Total:	66,163.13
					Fund Total:	66,163.13
79449	10/28/2015	Recreation Fund	Advertising	Lillie Suburban Newspaper Inc	Garage Sales Advertising	132.00
					Advertising Total:	132.00
79483	11/04/2015	Recreation Fund	Collected Insurance Fee	American Yoga Academy	Facility Reservation Cancellation	39.45
					Collected Insurance Fee Total:	39.45
79439	10/28/2015	Recreation Fund	Contract Maintenance	Harty Mechanical, Inc.	Pressure Test Buffer	975.59
0	10/28/2015	Recreation Fund	Contract Maintenance	The Retrofit Companies Inc	Lamps, Batteries	108.80
79405	10/22/2015	Recreation Fund	Contract Maintenance	The Cleaning Authority	Monthly Cleaning-Sept.	4,404.75
					Contract Maintenance Total:	5,489.14
0	11/03/2015	Recreation Fund	Credit Card Fees	US Bank-Non Bank	September Terminal Charges	277.24
					Credit Card Fees Total:	277.24
0	11/03/2015	Recreation Fund	Employer Pension	PERA-Non Bank	PERA Omitted Deductions	10.14
0	11/03/2015	Recreation Fund	Employer Pension	PERA-Non Bank	PERA Omitted Deductions	312.26
0	11/03/2015	Recreation Fund	Employer Pension	PERA-Non Bank	PERA Omitted Deductions	271.55
0	11/03/2015	Recreation Fund	Employer Pension	PERA-Non Bank	PERA Omitted Deductions	4.23
0	11/03/2015	Recreation Fund	Employer Pension	PERA-Non Bank	PERA Omitted Deductions	12.69
0	11/03/2015	Recreation Fund	Employer Pension	PERA-Non Bank	PERA Omitted Deductions	190.44
0	11/03/2015	Recreation Fund	Employer Pension	PERA-Non Bank	PERA Omitted Deductions	281.11
0	11/03/2015	Recreation Fund	Employer Pension	PERA-Non Bank	PERA Omitted Deductions	56.85
0	11/03/2015	Recreation Fund	Employer Pension	PERA-Non Bank	PERA Omitted Deductions	1,315.27
0	11/03/2015	Recreation Fund	Employer Pension	PERA-Non Bank	PERA Omitted Deductions	110.16
0	11/03/2015	Recreation Fund	Employer Pension	PERA-Non Bank	PERA Omitted Deductions	151.97
0	11/03/2015	Recreation Fund	Employer Pension	PERA-Non Bank	PERA Omitted Deductions	10.87
0	11/03/2015	Recreation Fund	Employer Pension	PERA-Non Bank	PERA Omitted Deductions	35.94
0	11/03/2015	Recreation Fund	Employer Pension	PERA-Non Bank	PERA Omitted Deductions	167.11
0	11/03/2015	Recreation Fund	Employer Pension	PERA-Non Bank	PERA Omitted Deductions	37.16

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	11/03/2015	Recreation Fund	Federal Income Tax	IRS EFTPS- Non Bank	Employer Pension Total: PR Batch 00002.10.2015 Federal Incc	2,967.75 4,339.31
					Federal Income Tax Total:	4,339.31
79360	10/22/2015	Recreation Fund	Fee Program Revenue	American Parkinson Disease Assoc.	Key Deposit Refund	25.00
79360	10/22/2015	Recreation Fund	Fee Program Revenue	American Parkinson Disease Assoc.	Damage Deposit Refund	100.00
79483	11/04/2015	Recreation Fund	Fee Program Revenue	American Yoga Academy	Facility Reservation Cancellation	39.45
79483	11/04/2015	Recreation Fund	Fee Program Revenue	American Yoga Academy	Facility Reservation Cancellation	212.49
79445	10/28/2015	Recreation Fund	Fee Program Revenue	Brenna Johnson	Damage Deposit Refund	150.00
					Fee Program Revenue Total:	526.94
0	11/03/2015	Recreation Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare Ei	772.34
0	11/03/2015	Recreation Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 FICA Empl	3,302.26
					FICA Employee Ded. Total:	4,074.60
0	11/03/2015	Recreation Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 FICA Empl	3,302.26
0	11/03/2015	Recreation Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare Ei	772.34
					FICA Employers Share Total:	4,074.60
79519	11/04/2015	Recreation Fund	HSA Employee	Premier Bank	PR Batch 00002.10.2015 HSA Empl	334.04
					HSA Employee Total:	334.04
0	11/04/2015	Recreation Fund	ICMA Def Comp	ICMA Retirement Trust 457-30022	PR Batch 00002.10.2015 ICMA Defe	550.00
					ICMA DefComp Total:	550.00
79528	11/04/2015	Recreation Fund	Life Ins. Employee	Standard Insurance Company	Life Insurance-Policy: 134766	147.65
					Life Ins. Employee Total:	147.65
79528	11/04/2015	Recreation Fund	Life Ins. Employer	Standard Insurance Company	Life Insurance-Policy: 134766	96.96
					Life Ins. Employer Total:	96.96

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
79528	11/04/2015	Recreation Fund	Long Term Disability	Standard Insurance Company	Life Insurance-Policy: 134766	209.77
					Long Term Disability Total:	209.77
79513	11/04/2015	Recreation Fund	Medical Ins Employee	NJPA	Health Insurance Premium	863.18
					Medical Ins Employee Total:	863.18
79513	11/04/2015	Recreation Fund	Medical Ins Employer	NJPA	Health Insurance Premium	7,901.24
					Medical Ins Employer Total:	7,901.24
0	10/22/2015	Recreation Fund	Memberships & Subscriptions	DMX, Inc.	Skating Center Music	157.80
0	10/28/2015	Recreation Fund	Memberships & Subscriptions	Mn Dept of Labor-CC	Annual Elevator License	200.00
					Memberships & Subscriptions Total:	357.80
0	11/04/2015	Recreation Fund	Minnesota Benefit Ded	MN Benefit Association	PR Batch 00002.10.2015 Minnesota I	328.17
					Minnesota Benefit Ded Total:	328.17
0	11/03/2015	Recreation Fund	MN State Retirement	MSRS-Non Bank	PR Batch 00002.10.2015 Post Emplo	407.51
					MN State Retirement Total:	407.51
0	11/03/2015	Recreation Fund	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.10.2015 MNDCP De	1,308.41
					MNDCP Def Comp Total:	1,308.41
79417	10/28/2015	Recreation Fund	Non Fee Program Revenue	Don Bendickson	Holiday Craft Fair Refund	95.00
					Non Fee Program Revenue Total:	95.00
0	10/28/2015	Recreation Fund	Office Supplies	Office Depot- CC	Office Supplies	100.67
					Office Supplies Total:	100.67
0	10/28/2015	Recreation Fund	Operating Supplies	Banner Creations-CC	Banner	262.50
79422	10/28/2015	Recreation Fund	Operating Supplies	City of Brooklyn Center	Dance Floor and Cart	750.00
0	10/28/2015	Recreation Fund	Operating Supplies	Cub Foods- CC	Dance Open House Supplies	37.68
79427	10/28/2015	Recreation Fund	Operating Supplies	Dalco	Squeegee Blades	27.81

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
79376	10/22/2015	Recreation Fund	Operating Supplies	EMP	Reusable Cold/Hot Packs	39.25
0	10/22/2015	Recreation Fund	Operating Supplies	Fikes, Inc.	Restroom Supplies	413.30
0	10/22/2015	Recreation Fund	Operating Supplies	Goodin Corp.	Vent	135.80
0	10/28/2015	Recreation Fund	Operating Supplies	Gopher Bearing (BDI Branch 78)	Bearings, Belts	54.86
0	10/22/2015	Recreation Fund	Operating Supplies	Grainger Inc	Emergency Light	19.20
0	10/22/2015	Recreation Fund	Operating Supplies	Grainger Inc	Filters	28.68
0	10/22/2015	Recreation Fund	Operating Supplies	Grainger Inc	Receptacles	37.14
0	10/22/2015	Recreation Fund	Operating Supplies	Grainger Inc	Battery	15.37
0	10/22/2015	Recreation Fund	Operating Supplies	Grainger Inc	Repair Kit	7.38
0	10/22/2015	Recreation Fund	Operating Supplies	Grainger Inc	Flourescent Lamps	47.50
0	10/28/2015	Recreation Fund	Operating Supplies	Grainger Inc	Cleaning Supplies, Flashlights	53.73
79441	10/28/2015	Recreation Fund	Operating Supplies	Ice Skating Institute	Badges	20.84
0	10/28/2015	Recreation Fund	Operating Supplies	Joann ETC-CC	HANC Decorating Supplies	60.58
0	10/28/2015	Recreation Fund	Operating Supplies	Menards-CC	Goodbye To Summer Birdhouse Supp	24.18
0	10/28/2015	Recreation Fund	Operating Supplies	Menards-CC	Cleaning Supplies	43.40
0	10/28/2015	Recreation Fund	Operating Supplies	Mike's Pro Shop-CC	Softball Trophies	335.00
79392	10/22/2015	Recreation Fund	Operating Supplies	New Brighton Parks/Recreation	Fall Colors Senior Trip	820.00
79515	11/04/2015	Recreation Fund	Operating Supplies	Northland Visions, LLC	HANC Wild Rice Festival Supplies	905.14
0	10/28/2015	Recreation Fund	Operating Supplies	Party City-CC	HANC Decorations	37.80
0	10/28/2015	Recreation Fund	Operating Supplies	PetSmart-CC	Animal Supplies	69.58
0	10/28/2015	Recreation Fund	Operating Supplies	PFC Equipment-CC	Water Meter	353.35
0	10/28/2015	Recreation Fund	Operating Supplies	Soudan Mine State Park-CC	HANC Program Supplies	25.66
0	10/28/2015	Recreation Fund	Operating Supplies	St. Croix Recreation Funplayground	Tables	1,500.00
0	10/28/2015	Recreation Fund	Operating Supplies	St. Croix Recreation Funplayground	Tables	1,261.75
0	10/28/2015	Recreation Fund	Operating Supplies	St. Croix Recreation Funplayground	Tables	1,500.00
0	10/28/2015	Recreation Fund	Operating Supplies	Staples-CC	Office Supplies	199.95
0	10/22/2015	Recreation Fund	Operating Supplies	Sysco Mn	Concession Items	9.00
0	10/22/2015	Recreation Fund	Operating Supplies	Sysco Mn	Concession Items	8.75
0	10/22/2015	Recreation Fund	Operating Supplies	Sysco Mn	Concession Items	43.92
0	10/28/2015	Recreation Fund	Operating Supplies	Tessman Seed Co - St. Paul	Diamond Edging	74.40
0	10/28/2015	Recreation Fund	Operating Supplies	Tessman Seed Co - St. Paul	Black Poly.	70.00
79408	10/22/2015	Recreation Fund	Operating Supplies	US Bank	Spook-tacular Change	200.00
79409	10/22/2015	Recreation Fund	Operating Supplies	The Vernon Company	Key Tags	246.27
79410	10/22/2015	Recreation Fund	Operating Supplies	Viking Electric Supply, Inc.	Bolt	189.20
0	10/28/2015	Recreation Fund	Operating Supplies	Walmart-CC	Summer Spectacular Supplies	39.25
0	10/28/2015	Recreation Fund	Operating Supplies	Walmart-CC	Goodbye To Summer Supplies	70.87
0	10/28/2015	Recreation Fund	Operating Supplies	Walmart-CC	Back To School Bash Snacks	43.24
0	10/28/2015	Recreation Fund	Operating Supplies	Walmart-CC	Back To School Bash Supplies	125.64
Operating Supplies Total:						10,207.97
79454	10/28/2015	Recreation Fund	Overpayment of Program Fees	Mn Dept of Commerce	2015 Unclaimed Property Reporting	18.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	11/03/2015	Recreation Fund	PERA Employee Ded	PERA-Non Bank	Overpayment of Program Fees Total:	18.00
					PR Batch 00002.10.2015 Pera Emplo	3,082.66
					PERA Employee Ded Total:	3,082.66
0	11/03/2015	Recreation Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00002.10.2015 Pera additio	474.29
0	11/03/2015	Recreation Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00002.10.2015 Pera Emplo	3,082.66
					PERA Employer Share Total:	3,556.95
79464	10/28/2015	Recreation Fund	Printing	Roseville Area Schools	Fall/Winter Brochure	1,849.77
					Printing Total:	1,849.77
79414	10/28/2015	Recreation Fund	Professional Services	AARP	Driving Class	485.00
79418	10/28/2015	Recreation Fund	Professional Services	Angela Benes	Tap Instructor	400.00
79367	10/22/2015	Recreation Fund	Professional Services	Bill Cagley	Halloween Spook-Tacular Programmi	200.00
79432	10/28/2015	Recreation Fund	Professional Services	Sharon Eaton	Preschool Instruction	315.00
79436	10/28/2015	Recreation Fund	Professional Services	Arthur T. Graf	Sound System Monitoring	704.00
0	10/22/2015	Recreation Fund	Professional Services	Jimmys Johnmys, Inc	Toilet Rental	264.50
79381	10/22/2015	Recreation Fund	Professional Services	Kendell Doors & Hardware Inc	Keys	100.00
0	10/28/2015	Recreation Fund	Professional Services	Willie McCray	Umpire Service	624.00
0	10/22/2015	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	1,225.50
0	10/28/2015	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	1,254.00
0	10/28/2015	Recreation Fund	Professional Services	Susan Perry	Yoga Instructor	305.55
79463	10/28/2015	Recreation Fund	Professional Services	Nancy Robbins	Parade Website Domain Name Renew	90.85
79404	10/22/2015	Recreation Fund	Professional Services	The Bug Zone, LLC	Halloween Programming	585.00
0	10/28/2015	Recreation Fund	Professional Services	Joe Tricola	CPR Class	50.00
79411	10/22/2015	Recreation Fund	Professional Services	Dave Walbridge	Halloween Spook-tacular Programmi	300.00
0	10/28/2015	Recreation Fund	Professional Services	Zero Gravity-CC	Friday Field Trip	221.00
					Professional Services Total:	7,124.40
0	10/22/2015	Recreation Fund	Rental	Jimmys Johnmys, Inc	Toilet Rental	204.86
0	10/22/2015	Recreation Fund	Rental	Jimmys Johnmys, Inc	Toilet Rental	99.00
0	10/22/2015	Recreation Fund	Rental	Jimmys Johnmys, Inc	Toilet Rental	99.00
0	10/22/2015	Recreation Fund	Rental	Jimmys Johnmys, Inc	Toilet Rental	54.50
0	10/22/2015	Recreation Fund	Rental	Jimmys Johnmys, Inc	Toilet Rental	35.36
0	10/22/2015	Recreation Fund	Rental	Jimmys Johnmys, Inc	Toilet Rental	169.50
0	10/22/2015	Recreation Fund	Rental	Jimmys Johnmys, Inc	Toilet Rental	198.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	10/22/2015	Recreation Fund	Rental	Jimmys Johnmys, Inc	Toilet Rental	169.50
0	10/22/2015	Recreation Fund	Rental	Jimmys Johnmys, Inc	Toilet Rental	54.50
0	10/22/2015	Recreation Fund	Rental	Jimmys Johnmys, Inc	Toilet Rental	54.50
0	10/22/2015	Recreation Fund	Rental	Jimmys Johnmys, Inc	Toilet Rental	54.50
0	10/22/2015	Recreation Fund	Rental	Jimmys Johnmys, Inc	Toilet Rental	54.50
0	10/28/2015	Recreation Fund	Rental	Jimmys Johnmys, Inc	Toilet Rental	54.50
0	10/28/2015	Recreation Fund	Rental	Jimmys Johnmys, Inc	Toilet Rental	99.00
0	10/28/2015	Recreation Fund	Rental	Jimmys Johnmys, Inc	Toilet Rental	99.00
0	10/28/2015	Recreation Fund	Rental	Jimmys Johnmys, Inc	Toilet Rental	29.20
79455	10/28/2015	Recreation Fund	Rental	MN State Fair	Recreation Equipment Storage	1,836.00
Rental Total:						3,365.42
79483	11/04/2015	Recreation Fund	Sales Tax Payable	American Yoga Academy	Facility Reservation Cancellation	53.61
0	11/03/2015	Recreation Fund	Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	2,389.54
Sales Tax Payable Total:						2,443.15
0	11/03/2015	Recreation Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.10.2015 State Income	1,804.66
State Income Tax Total:						1,804.66
79525	11/04/2015	Recreation Fund	Telephone	Sprint	Cell Phones	82.73
79532	11/04/2015	Recreation Fund	Telephone	T Mobile	Cell Phones Acct: 876644423	199.03
Telephone Total:						281.76
0	11/03/2015	Recreation Fund	Temporary Wages	PERA-Non Bank	PR Batch 00002.10.2015 Pera Emplo	5,032.75
Temporary Wages Total:						5,032.75
79426	10/28/2015	Recreation Fund	Training	Cool Air Mechanical, Inc.	Hazwoper Refresher Course	590.00
0	10/22/2015	Recreation Fund	Training	SHI International Corp	Adobe Subscription	1,086.00
Training Total:						1,676.00
0	11/04/2015	Recreation Fund	Transportation	Lauren Deal	Mileage Reimbursement	98.33
79392	10/22/2015	Recreation Fund	Transportation	New Brighton Parks/Recreation	Fall Colors Senior Trip	340.00
0	10/22/2015	Recreation Fund	Transportation	Rick Schultz	Mileage Reimbursement	207.86
0	10/22/2015	Recreation Fund	Transportation	Kim Wagner	Mileage Reimbursement	31.05

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
79372	10/22/2015	Recreation Fund	Utilities	Comcast	Transportation Total:	677.24
0	10/22/2015	Recreation Fund	Utilities	Xcel Energy	Cable TV	1,420.04
0	10/22/2015	Recreation Fund	Utilities	Xcel Energy	P&R	11.56
0	10/22/2015	Recreation Fund	Utilities	Xcel Energy	P&R	11.53
0	10/22/2015	Recreation Fund	Utilities	Xcel Energy	P&R	2.50
0	10/22/2015	Recreation Fund	Utilities	Xcel Energy	P&R	25.00
0	10/28/2015	Recreation Fund	Utilities	Xcel Energy	New Park Shelters	193.45
0	10/28/2015	Recreation Fund	Utilities	Xcel Energy	Skating Center	12,365.28
					Utilities Total:	14,029.36
					Fund Total:	89,771.52
0	11/04/2015	Risk Management	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium	8,553.73
					Employer Insurance Total:	8,553.73
79448	10/28/2015	Risk Management	Insurance	League of MN Cities Ins Trust	4th Quarter Insurance Premium	35,516.25
					Insurance Total:	35,516.25
					Fund Total:	44,069.98
79454	10/28/2015	Sanitary Sewer	Accounts Payable	Mn Dept of Commerce	2015 Unclaimed Property Reporting	27.16
					Accounts Payable Total:	27.16
0	11/04/2015	Sanitary Sewer	Clothing	Michael Ross	Boots Reimbursement	129.98
					Clothing Total:	129.98
79491	11/04/2015	Sanitary Sewer	Contract Maintenance	D.C. Annis Sewer, Inc.	Pump Lift Station	355.00
					Contract Maintenance Total:	355.00
0	11/03/2015	Sanitary Sewer	Credit Card Fees	Bluefin Payment Systems-Non Ban	September UB Payments.com Charge	2,152.81

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	11/03/2015	Sanitary Sewer	Federal Income Tax	IRS EFTPS- Non Bank	Credit Card Fees Total: PR Batch 00002.10.2015 Federal Incc	2,152.81 1,167.22
0	11/03/2015	Sanitary Sewer	FICA Employee Ded.	IRS EFTPS- Non Bank	Federal Income Tax Total: PR Batch 00002.10.2015 Medicare Ei	1,167.22
0	11/03/2015	Sanitary Sewer	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 FICA Empl	165.77 708.97
0	11/03/2015	Sanitary Sewer	FICA Employers Share	IRS EFTPS- Non Bank	FICA Employee Ded. Total: PR Batch 00002.10.2015 FICA Empl	874.74
0	11/03/2015	Sanitary Sewer	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare Ei	708.97
0	11/03/2015	Sanitary Sewer	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare Ei	165.77
79519	11/04/2015	Sanitary Sewer	HSA Employee	Premier Bank	FICA Employers Share Total: PR Batch 00002.10.2015 HSA Empl	874.74 15.99
0	11/04/2015	Sanitary Sewer	ICMA Def Comp	ICMA Retirement Trust 457-30022	HSA Employee Total: PR Batch 00002.10.2015 ICMA Defe	15.99 35.01
79528	11/04/2015	Sanitary Sewer	Life Ins. Employee	Standard Insurance Company	ICMA Def Comp Total: Life Insurance-Policy: 134766	35.01 54.63
79528	11/04/2015	Sanitary Sewer	Life Ins. Employer	Standard Insurance Company	Life Ins. Employee Total: Life Insurance-Policy: 134766	54.63 37.29
79528	11/04/2015	Sanitary Sewer	Long Term Disability	Standard Insurance Company	Life Ins. Employer Total: Life Insurance-Policy: 134766	37.29 68.40
79513	11/04/2015	Sanitary Sewer	Medical Ins Employee	NJPA	Long Term Disability Total: Health Insurance Premium	68.40 915.71
					Medical Ins Employee Total:	915.71

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
79513	11/04/2015	Sanitary Sewer	Medical Ins Employer	NJPA	Health Insurance Premium	2,310.57
					Medical Ins Employer Total:	2,310.57
0	11/04/2015	Sanitary Sewer	Minnesota Benefit Ded	MN Benefit Association	PR Batch 00002.10.2015 Minnesota F	1.85
					Minnesota Benefit Ded Total:	1.85
0	11/03/2015	Sanitary Sewer	MN State Retirement	MSRS-Non Bank	PR Batch 00002.10.2015 Post Emplo;	118.60
					MN State Retirement Total:	118.60
0	11/03/2015	Sanitary Sewer	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.10.2015 MNDCP De	63.13
					MNDCP Def Comp Total:	63.13
0	11/04/2015	Sanitary Sewer	Operating Supplies	Grainger Inc	Keys	180.78
0	10/28/2015	Sanitary Sewer	Operating Supplies	Menards-CC	Caulk, Furring Strip	41.52
0	10/28/2015	Sanitary Sewer	Operating Supplies	Micro Center-CC	Cyberpower	386.17
					Operating Supplies Total:	608.47
0	11/03/2015	Sanitary Sewer	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.10.2015 Pera Emplo;	770.83
					PERA Employee Ded Total:	770.83
0	11/03/2015	Sanitary Sewer	PERA Employer Share	PERA-Non Bank	PR Batch 00002.10.2015 Pera Emplo;	770.83
0	11/03/2015	Sanitary Sewer	PERA Employer Share	PERA-Non Bank	PR Batch 00002.10.2015 Pera additio	118.60
					PERA Employer Share Total:	889.43
79476	10/28/2015	Sanitary Sewer	Petty Cash	US Bank	Petty Cash Reimbursement, Second C	150.00
					Petty Cash Total:	150.00
0	11/04/2015	Sanitary Sewer	Professional Services	Gopher State One Call	FTP Tickets	254.79
79396	10/22/2015	Sanitary Sewer	Professional Services	Pipe Services Inc	Quantity 79,975 LF 6"-15" Sanitary S	7,205.58
					Professional Services Total:	7,460.37
79462	10/28/2015	Sanitary Sewer	Rental	Railroad Management Co. III, LLC	License Fees	884.27

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Rental Total:	884.27
0	11/03/2015	Sanitary Sewer	Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	6.03
					Sales Tax Payable Total:	6.03
0	10/22/2015	Sanitary Sewer	Sanitary Sewer	City of Maplewood	Sanitary Sewer & Storm Drainage-3rd	64,750.38
					Sanitary Sewer Total:	64,750.38
0	11/03/2015	Sanitary Sewer	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.10.2015 State Income	497.61
					State Income Tax Total:	497.61
79471	10/28/2015	Sanitary Sewer	Telephone	T Mobile	Cell Phones-Acct: 771707201	79.98
					Telephone Total:	79.98
0	10/28/2015	Sanitary Sewer	Utilities	Xcel Energy	Sewer	130.92
					Utilities Total:	130.92
					Fund Total:	85,431.12
79375	10/22/2015	Singles Program	Operating Supplies	Shirley Detmer	Singles Supplies Reimbursement	10.00
					Operating Supplies Total:	10.00
					Fund Total:	10.00
0	11/03/2015	Solid Waste Recycle	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Federal Inco	103.05
					Federal Income Tax Total:	103.05
0	11/03/2015	Solid Waste Recycle	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 FICA Empl	56.59
0	11/03/2015	Solid Waste Recycle	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare E	13.24

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					FICA Employee Ded. Total:	69.83
0	11/03/2015	Solid Waste Recycle	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare E	13.24
0	11/03/2015	Solid Waste Recycle	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 FICA Empl	56.59
					FICA Employers Share Total:	69.83
79528	11/04/2015	Solid Waste Recycle	Life Ins. Employer	Standard Insurance Company	Life Insurance-Policy: 134766	2.43
					Life Ins. Employer Total:	2.43
79528	11/04/2015	Solid Waste Recycle	Long Term Disability	Standard Insurance Company	Life Insurance-Policy: 134766	5.29
					Long Term Disability Total:	5.29
0	11/03/2015	Solid Waste Recycle	MN State Retirement	MSRS-Non Bank	PR Batch 00002.10.2015 Post Emplo	8.54
					MN State Retirement Total:	8.54
0	11/03/2015	Solid Waste Recycle	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.10.2015 Pera Emplo	55.49
					PERA Employee Ded Total:	55.49
0	11/03/2015	Solid Waste Recycle	PERA Employer Share	PERA-Non Bank	PR Batch 00002.10.2015 Pera Emplo	55.49
0	11/03/2015	Solid Waste Recycle	PERA Employer Share	PERA-Non Bank	PR Batch 00002.10.2015 Pera additio	8.54
					PERA Employer Share Total:	64.03
0	11/03/2015	Solid Waste Recycle	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.10.2015 State Incom	46.24
					State Income Tax Total:	46.24
					Fund Total:	424.73
79514	11/04/2015	Storm Drainage	15-02 Victoria Street Recon	North Valley, Inc.	Victoria Street Reconstruction	48,985.05
					15-02 Victoria Street Recon Total:	48,985.05

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
79475	10/28/2015	Storm Drainage	Contract Maintenance	Upper Cut Tree Service	Tree Removal	2,120.00
					Contract Maintenance Total:	2,120.00
79523	11/04/2015	Storm Drainage	Contractor Payments	Sandstrom Land Management, LLC	Rain Garden Weeding	6,986.25
					Contractor Payments Total:	6,986.25
0	11/03/2015	Storm Drainage	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Federal Incc	1,047.09
					Federal Income Tax Total:	1,047.09
0	11/03/2015	Storm Drainage	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 FICA Empl	696.45
0	11/03/2015	Storm Drainage	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare Ei	162.88
					FICA Employee Ded. Total:	859.33
0	11/03/2015	Storm Drainage	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare Ei	162.88
0	11/03/2015	Storm Drainage	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 FICA Empl	696.45
					FICA Employers Share Total:	859.33
79528	11/04/2015	Storm Drainage	Life Ins. Employee	Standard Insurance Company	Life Insurance-Policy: 134766	13.50
					Life Ins. Employee Total:	13.50
79528	11/04/2015	Storm Drainage	Life Ins. Employer	Standard Insurance Company	Life Insurance-Policy: 134766	39.32
					Life Ins. Employer Total:	39.32
79528	11/04/2015	Storm Drainage	Long Term Disability	Standard Insurance Company	Life Insurance-Policy: 134766	63.61
					Long Term Disability Total:	63.61
79513	11/04/2015	Storm Drainage	Medical Ins Employee	NJPA	Health Insurance Premium	96.16
					Medical Ins Employee Total:	96.16
79513	11/04/2015	Storm Drainage	Medical Ins Employer	NJPA	Health Insurance Premium	1,009.19

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	11/03/2015	Storm Drainage	MN State Retirement	MSRS-Non Bank	Medical Ins Employer Total: PR Batch 00002.10.2015 Post Emplo;	1,009.19 109.62
0	11/03/2015	Storm Drainage	MNDCP Def Comp	Great West- Non Bank	MN State Retirement Total: PR Batch 00002.10.2015 MNDCP De	109.62 10.00
0	10/22/2015	Storm Drainage	Operating Supplies	ESS Brothers & Sons, Inc.	MNDCP Def Comp Total:	10.00
79391	10/22/2015	Storm Drainage	Operating Supplies	Murlowski Properties Inc	Shop/Vehicle Supplies	910.00
79391	10/22/2015	Storm Drainage	Operating Supplies	Murlowski Properties Inc	Disposal of water break material	155.58
					Disposal of water break material	25.86
0	11/03/2015	Storm Drainage	PERA Employee Ded	PERA-Non Bank	Operating Supplies Total: PR Batch 00002.10.2015 Pera Emplo	1,091.44 712.56
0	11/03/2015	Storm Drainage	PERA Employer Share	PERA-Non Bank	PERA Employee Ded Total:	712.56
0	11/03/2015	Storm Drainage	PERA Employer Share	PERA-Non Bank	PR Batch 00002.10.2015 Pera Emplo	712.56
					PR Batch 00002.10.2015 Pera additio	109.62
79482	11/04/2015	Storm Drainage	Professional Services	AE2S Construction, LLC	PERA Employer Share Total:	822.18
0	11/04/2015	Storm Drainage	Professional Services	Gopher State One Call	Arona Storm Lift Station	172.50
79396	10/22/2015	Storm Drainage	Professional Services	Pipe Services Inc	FTP Tickets	254.42
79396	10/22/2015	Storm Drainage	Professional Services	Pipe Services Inc	Quantity 4,915 LF 12"-24" Storm Sew	4,092.23
79527	11/04/2015	Storm Drainage	Professional Services	St. Paul Staffing	Quantity3,884 LF 27"-66" Storm Sew	3,301.40
79530	11/04/2015	Storm Drainage	Professional Services	Sheila Stowell	Leaf Rakers	1,247.40
79530	11/04/2015	Storm Drainage	Professional Services	Sheila Stowell	Public Works Commission Meeting N	212.50
					Mileage Reimbursement	5.00
0	11/03/2015	Storm Drainage	Sales Tax Payable	MN Dept of Revenue-Non Bank	Professional Services Total: Sales/Use Tax	9,285.45 51.44
0	10/22/2015	Storm Drainage	St Croix Lift Station Rehab	SEH	Sales Tax Payable Total:	51.44
					St. Croix Lift Station	479.87

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	11/03/2015	Storm Drainage	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.10.2015 State Income	458.88
					St Croix Lift Station Rehab Total:	479.87
0	10/22/2015	Storm Drainage	Storm Drainage Fees	City of Maplewood	Sanitary Sewer & Storm Drainage-3rd	5,116.89
					Storm Drainage Fees Total:	5,116.89
0	10/28/2015	Storm Drainage	Utilities	Xcel Energy	Arona Lift Station	78.27
					Utilities Total:	78.27
					Fund Total:	80,295.43
79495	11/04/2015	Street Construction	15-02 Victoria Street Recon	Diversified Paving, Inc.	Remove & Replace Driveway @ 182'	3,360.00
79502	11/04/2015	Street Construction	15-02 Victoria Street Recon	Keller Fence Company, Inc.	Wood Privacy Fence-858 County Road	5,746.00
79514	11/04/2015	Street Construction	15-02 Victoria Street Recon	North Valley, Inc.	Victoria Street Reconstruction	96,458.18
79514	11/04/2015	Street Construction	15-02 Victoria Street Recon	North Valley, Inc.	Victoria Street Reconstruction	4,810.62
79395	10/22/2015	Street Construction	15-02 Victoria Street Recon	Outdoor Lab Landscape Design, Inc	Victoria & Sandhurst Wall	11,527.00
79516	11/04/2015	Street Construction	15-02 Victoria Street Recon	Outdoor Lab Landscape Design, Inc	Landscape Service	11,410.00
79516	11/04/2015	Street Construction	15-02 Victoria Street Recon	Outdoor Lab Landscape Design, Inc	Landscape Service	4,279.75
					15-02 Victoria Street Recon Total:	137,591.55
79359	10/22/2015	Street Construction	Contractor Payments	Albrecht Enterprises LLC	Sprinkler, Nozzles	90.80
					Contractor Payments Total:	90.80
					Fund Total:	137,682.35
0	11/03/2015	Telecommunications	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Federal Income	495.61
					Federal Income Tax Total:	495.61
0	11/03/2015	Telecommunications	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare Employee	96.79
0	11/03/2015	Telecommunications	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 FICA Employee	413.86

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					FICA Employee Ded. Total:	510.65
0	11/03/2015	Telecommunications	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare E	96.79
0	11/03/2015	Telecommunications	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 FICA Empl	413.86
					FICA Employers Share Total:	510.65
79519	11/04/2015	Telecommunications	HSA Employee	Premier Bank	PR Batch 00002.10.2015 HSA Empl	9.14
					HSA Employee Total:	9.14
79528	11/04/2015	Telecommunications	Life Ins. Employee	Standard Insurance Company	Life Insurance-Policy: 134766	31.75
					Life Ins. Employee Total:	31.75
79528	11/04/2015	Telecommunications	Life Ins. Employer	Standard Insurance Company	Life Insurance-Policy: 134766	17.80
					Life Ins. Employer Total:	17.80
79528	11/04/2015	Telecommunications	Long Term Disability	Standard Insurance Company	Life Insurance-Policy: 134766	42.52
					Long Term Disability Total:	42.52
79513	11/04/2015	Telecommunications	Medical Ins Employee	NIPA	Health Insurance Premium	256.18
					Medical Ins Employee Total:	256.18
79513	11/04/2015	Telecommunications	Medical Ins Employer	NIPA	Health Insurance Premium	753.93
					Medical Ins Employer Total:	753.93
0	10/22/2015	Telecommunications	Memberships & Subscriptions	North Suburban Access Corp	Monthly Production Services	1,419.00
0	10/22/2015	Telecommunications	Memberships & Subscriptions	North Suburban Access Corp	Cable-Casting & Archiving Service	975.00
					Memberships & Subscriptions Total:	2,394.00
0	11/03/2015	Telecommunications	MN State Retirement	MSRS-Non Bank	PR Batch 00002.10.2015 Post Emplo	67.04
					MN State Retirement Total:	67.04

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	11/03/2015	Telecommunications	MNDP Def Comp	Great West- Non Bank	PR Batch 00002.10.2015 MNDP D€	358.76
					MNDP Def Comp Total:	358.76
79362	10/22/2015	Telecommunications	Other Improvements	AVI Systems, Inc.	Integration	2,337.90
79440	10/28/2015	Telecommunications	Other Improvements	Heartland Video Systems, Inc.	Pro Recorder	427.11
					Other Improvements Total:	2,765.01
0	11/03/2015	Telecommunications	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.10.2015 Pera Emplo	435.78
					PERA Employee Ded Total:	435.78
0	11/03/2015	Telecommunications	PERA Employer Share	PERA-Non Bank	PR Batch 00002.10.2015 Pera additio	67.04
0	11/03/2015	Telecommunications	PERA Employer Share	PERA-Non Bank	PR Batch 00002.10.2015 Pera Emplo	435.78
					PERA Employer Share Total:	502.82
0	11/03/2015	Telecommunications	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.10.2015 State Incom	226.41
					State Income Tax Total:	226.41
					Fund Total:	9,378.05
79429	10/28/2015	Telephone	CAP - Capital Equip Recovery	Data Q Internet Equip. Corp.	Replacement Phones	4,800.00
					CAP - Capital Equip Recovery Total:	4,800.00
79493	11/04/2015	Telephone	Computer Equipment	Data Q Internet Equip. Corp.	Telephones	4,800.00
					Computer Equipment Total:	4,800.00
79488	11/04/2015	Telephone	PSTN-PRI Access/DID Allocation	CDW Government, Inc.	Wireless Headsets, Phones	670.56
79421	10/28/2015	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink Communications	Telephone	8.85
79370	10/22/2015	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	186.30
79370	10/22/2015	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	113.15
79370	10/22/2015	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	405.76
79370	10/22/2015	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	161.04
79370	10/22/2015	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	86.06
79370	10/22/2015	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	38.70

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
79370	10/22/2015	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	109.68
79489	11/04/2015	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	98.89
79443	10/28/2015	Telephone	PSTN-PRI Access/DID Allocation	Integra	Telephone	351.88
79500	11/04/2015	Telephone	PSTN-PRI Access/DID Allocation	Integra	Telephone	3,427.53
PSTN-PRI Access/DID Allocation Total:						5,658.40
79494	11/04/2015	Telephone	UC-CM Call Manager	Datalink	Professional Services - Call Manager	1,105.00
UC-CM Call Manager Total:						1,105.00
Fund Total:						16,363.40
79390	10/22/2015	TIF District #17-Twin Lakes	Contractor Payments	MN Pollution Control Agency	Voluntary Investigation Cleanup	125.00
79390	10/22/2015	TIF District #17-Twin Lakes	Contractor Payments	MN Pollution Control Agency	Petroleum Brownfields Program	125.00
Contractor Payments Total:						250.00
79480	11/02/2015	TIF District #17-Twin Lakes	Professional Services	Board of Water & Soil Resources	State Fee for Wetland Credits (Eng Pr	579.30
79487	11/04/2015	TIF District #17-Twin Lakes	Professional Services	Board of Water & Soil Resources	Wetland Credits State Fee (Eng. Proje	2,280.69
79365	10/22/2015	TIF District #17-Twin Lakes	Professional Services	Braun Intertec Corporation	Hazardous Materials Assessment-Twi	1,688.62
79481	11/02/2015	TIF District #17-Twin Lakes	Professional Services	Elroy Knauer	Purchase of Wetland Credits (Eng. Prc	8,912.38
79508	11/04/2015	TIF District #17-Twin Lakes	Professional Services	Meadowlark Preserve, LLC	Wetland Credits Purchase (Eng. Proje	35,087.58
0	10/22/2015	TIF District #17-Twin Lakes	Professional Services	SRF Consulting Group, Inc.	35W Interchange@ Cleveland Ave	889.65
0	10/22/2015	TIF District #17-Twin Lakes	Professional Services	SRF Consulting Group, Inc.	Twin Lakes Environmental Planning	3,110.74
Professional Services Total:						52,548.96
Fund Total:						52,798.96
79514	11/04/2015	Water Fund	15-02 Victoria Street Recon	North Valley, Inc.	Victoria Street Reconstruction	2,900.02
15-02 Victoria Street Recon Total:						2,900.02
79485	11/04/2015	Water Fund	Accounts Payable	CHARLENE BENETE	Refund Check	25.44
79486	11/04/2015	Water Fund	Accounts Payable	DAN BERTULEIT	Refund Check	86.39
79492	11/04/2015	Water Fund	Accounts Payable	JOAN LAES DAN BELLANDI	Refund Check	129.82
79431	10/28/2015	Water Fund	Accounts Payable	ANDRE DUPRE	Refund Check	135.34
79496	11/04/2015	Water Fund	Accounts Payable	SHEILA ERICKSON	Refund Check	126.05

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
79438	10/28/2015	Water Fund	Accounts Payable	B.A. GURNEY	Refund Check	48.54
79497	11/04/2015	Water Fund	Accounts Payable	B.A. GURNEY	Refund Check	11.46
79504	11/04/2015	Water Fund	Accounts Payable	JULIE KRAHN	Refund Check	152.85
79505	11/04/2015	Water Fund	Accounts Payable	JENNIFER LEE	Refund Check	10.31
79507	11/04/2015	Water Fund	Accounts Payable	VIRGINIA LINDER	Refund Check	8.77
79450	10/28/2015	Water Fund	Accounts Payable	KEVIN MCCARTHY	Refund Check	349.85
79454	10/28/2015	Water Fund	Accounts Payable	Mn Dept of Commerce	2015 Unclaimed Property Reporting	1,376.23
79457	10/28/2015	Water Fund	Accounts Payable	ROBERT NEUDAUER	Refund Check	110.60
79393	10/22/2015	Water Fund	Accounts Payable	NIPS INC	Reissue of Lost Check #73347-Water	112.15
79458	10/28/2015	Water Fund	Accounts Payable	MARIE O'BREIN	Refund Check	175.44
79517	11/04/2015	Water Fund	Accounts Payable	PINE FINANCIAL GROUP	Refund Check	96.82
79531	11/04/2015	Water Fund	Accounts Payable	LIZ STROHMAYER	Refund Check	53.72
79533	11/04/2015	Water Fund	Accounts Payable	MEGAN TARDIFF	Refund Check	132.45
79534	11/04/2015	Water Fund	Accounts Payable	DANEIL THOMPSON	Refund Check	188.52
Accounts Payable Total:						3,330.75
79476	10/28/2015	Water Fund	Contract Maintenance	US Bank	Petty Cash Reimbursement, Second C	11.00
Contract Maintenance Total:						11.00
0	11/03/2015	Water Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Federal Incc	1,683.29
Federal Income Tax Total:						1,683.29
0	11/03/2015	Water Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare Ei	242.12
0	11/03/2015	Water Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 FICA Empl	1,035.22
FICA Employee Ded. Total:						1,277.34
0	11/03/2015	Water Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 FICA Empl	1,035.22
0	11/03/2015	Water Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.10.2015 Medicare Ei	242.12
FICA Employers Share Total:						1,277.34
79519	11/04/2015	Water Fund	HSA Employee	Premier Bank	PR Batch 00002.10.2015 HSA Empl	74.50
HSA Employee Total:						74.50
0	11/04/2015	Water Fund	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00002.10.2015 ICMA Defe	64.99

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					ICMA Def Comp Total:	64.99
79528	11/04/2015	Water Fund	Life Ins. Employee	Standard Insurance Company	Life Insurance-Policy: 134766	109.20
					Life Ins. Employee Total:	109.20
79528	11/04/2015	Water Fund	Life Ins. Employer	Standard Insurance Company	Life Insurance-Policy: 134766	56.29
					Life Ins. Employer Total:	56.29
79528	11/04/2015	Water Fund	Long Term Disability	Standard Insurance Company	Life Insurance-Policy: 134766	85.99
					Long Term Disability Total:	85.99
79513	11/04/2015	Water Fund	Medical Ins Employee	NJPA	Health Insurance Premium	211.97
					Medical Ins Employee Total:	211.97
79513	11/04/2015	Water Fund	Medical Ins Employer	NJPA	Health Insurance Premium	1,950.58
					Medical Ins Employer Total:	1,950.58
0	11/03/2015	Water Fund	MN State Retirement	MSRS-Non Bank	PR Batch 00002.10.2015 Post Emplo	163.97
					MN State Retirement Total:	163.97
0	11/03/2015	Water Fund	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.10.2015 MNDCP De	113.74
					MNDCP Def Comp Total:	113.74
0	10/28/2015	Water Fund	Operating Supplies	Aggregate Industries-MWR, Inc.	Yard WB Class 5	655.20
0	10/28/2015	Water Fund	Operating Supplies	Aggregate Industries-MWR, Inc.	Spoil Retention	297.92
0	11/04/2015	Water Fund	Operating Supplies	Aggregate Industries-MWR, Inc.	Class 5 Limestone	652.80
79425	10/28/2015	Water Fund	Operating Supplies	Commercial Asphalt Co	Asphalt Patching Material, Per State I	948.86
0	10/28/2015	Water Fund	Operating Supplies	Ferguson Waterworks #2516	Meter Supplies	366.64
79391	10/22/2015	Water Fund	Operating Supplies	Murlowski Properties Inc	Disposal of water break material	581.22
79391	10/22/2015	Water Fund	Operating Supplies	Murlowski Properties Inc	Disposal of water break material	525.30
79391	10/22/2015	Water Fund	Operating Supplies	Murlowski Properties Inc	Disposal of water break material	677.64
79391	10/22/2015	Water Fund	Operating Supplies	Murlowski Properties Inc	Disposal of water break material	511.14
79456	10/28/2015	Water Fund	Operating Supplies	Murlowski Properties Inc	Disposal of water break material	90.72

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
79456	10/28/2015	Water Fund	Operating Supplies	Murlowski Properties Inc	Disposal of water break material	267.12
79456	10/28/2015	Water Fund	Operating Supplies	Murlowski Properties Inc	Disposal of water break material	581.28
79511	11/04/2015	Water Fund	Operating Supplies	Murlowski Properties Inc	Disposal of water break material	159.68
79511	11/04/2015	Water Fund	Operating Supplies	Murlowski Properties Inc	Disposal of water break material	186.12
0	10/28/2015	Water Fund	Operating Supplies	Suburban Ace Hardware-CC	Grass Seed	17.99
0	10/22/2015	Water Fund	Operating Supplies	Total Tool	Shovel, Flashlights, Batteries	325.76
0	11/04/2015	Water Fund	Operating Supplies	USA BlueBook	DPD Dispenser	57.35
					Operating Supplies Total:	6,902.74
0	11/03/2015	Water Fund	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.10.2015 Pera Emplo	1,065.92
					PERA Employee Ded Total:	1,065.92
0	11/03/2015	Water Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00002.10.2015 Pera Emplo	1,065.92
0	11/03/2015	Water Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00002.10.2015 Pera additio	163.97
					PERA Employer Share Total:	1,229.89
0	11/04/2015	Water Fund	Professional Services	Gopher State One Call	FTP Tickets	254.79
79412	10/22/2015	Water Fund	Professional Services	Water Conservation Service, Inc.	Leak Location Service	267.25
					Professional Services Total:	522.04
79526	11/04/2015	Water Fund	St. Paul Water	St. Paul Regional Water Services	Water	368,598.56
					St. Paul Water Total:	368,598.56
0	11/03/2015	Water Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.10.2015 State Incom	710.18
					State Income Tax Total:	710.18
0	11/03/2015	Water Fund	State Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	3,424.58
					State Sales Tax Payable Total:	3,424.58
79389	10/22/2015	Water Fund	State surcharge - Water	MN Dept of Health-Drinking Water	Water Supply Connection Fee-3rd Qu	16,270.47
					State surcharge - Water Total:	16,270.47
79532	11/04/2015	Water Fund	Telephone	T Mobile	Cell Phones Acct: 876644423	401.03

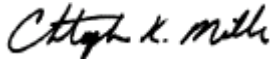
Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Telephone Total:	401.03
0	10/28/2015	Water Fund	Utilities	Xcel Energy	Water Tower	5,384.77
					Utilities Total:	5,384.77
0	11/03/2015	Water Fund	Water - Roseville	MN Dept of Revenue-Non Bank	Sales/Use Tax	69.86
					Water - Roseville Total:	69.86
0	10/22/2015	Water Fund	Water Meters	Ferguson Waterworks #2516	Meter Installation Service	49,111.78
0	10/28/2015	Water Fund	Water Meters	Mills Fleet Farm-CC	Meter Supplies	12.83
0	10/28/2015	Water Fund	Water Meters	Walmart-CC	Meter Supplies	10.68
					Water Meters Total:	49,135.29
					Fund Total:	467,026.30
0	11/03/2015	Workers Compensation	Code Enforcement Claims	SFM-Non Bank	October Work Comp Claims	92.40
					Code Enforcement Claims Total:	92.40
0	11/03/2015	Workers Compensation	Fire Department Claims	SFM-Non Bank	October Work Comp Claims	2,780.73
					Fire Department Claims Total:	2,780.73
79513	11/04/2015	Workers Compensation	Police Patrol Claims	NIPA	Health Insurance Premium	901.64
79513	11/04/2015	Workers Compensation	Police Patrol Claims	NIPA	Health Insurance Premium	921.64
0	11/03/2015	Workers Compensation	Police Patrol Claims	SFM-Non Bank	October Work Comp Claims	6,890.92
					Police Patrol Claims Total:	8,714.20
0	11/03/2015	Workers Compensation	Street Department Claims	SFM-Non Bank	October Work Comp Claims	409.89
					Street Department Claims Total:	409.89

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Fund Total:	11,997.22
					Report Total:	1,796,051.82

REQUEST FOR COUNCIL ACTION

Date: 11/09/2015
Item No.: 8.b

Department Approval



City Manager Approval



Item Description: Approval of 2015 Business and Other Licenses

BACKGROUND

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

Massage Therapist License

Cynthia Lee
Suite Massage
1721 County Road B2 W
Roseville, MN 55113

Huang Mei
Zen Asian Massage
2334 Lexington Ave N
Roseville, MN 55113

Massage Therapy Establishment License

Suite Massage
1721 County Road B2 W
Roseville, MN 55113

Gambling Exempt Permit

Rocky Mountain Elk Foundation
19306 Oelke Drive
Prior Lake, MN 55372

The Rocky Mountain Elk Foundation plans to conduct a raffle during an event being held on January 24, 2016 at the Rose Vine Hall located at 2801 Snelling Avenue.

POLICY OBJECTIVE

Required by City Code

FINANCIAL IMPACTS

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

33 **STAFF RECOMMENDATION**

34 Staff has reviewed the application(s) and has determined that the applicant(s) meet all City requirements. Staff
35 recommends approval of the license(s).

36 **REQUESTED COUNCIL ACTION**

37 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 Therapy Establishment License Application

☒ New License ☐ Renewal

For License Year Ending June 30, 2015

Business Name Suite Massage

Business Address 1721 County Road B2 W Roseville, MN 55113

Business Phone N/A

Email Address _____

Person to Contact in Regard to Business License:

Full Legal Name (Please Print) Lee Cynthia

Home Address _____

Telephone _____

Date of Birth (mm/dd/yyyy) _____

Driver's License Number _____

State of Issuance _____

Ethnicity: _____

Sex: _____

Have you ever used or been known by any name other than the legal name given above?

☐ Yes ☒ No

If Yes, List each full name along with dates and places where used.

Has the business held any previous massage therapy establishment licenses? If yes, in which city was it licensed?

☒ Yes Eridley & Golden Valley ☐ No

The information that you are asked to provide on the application is classified by State law as either public, private or confidential. All data, with the exception of driver's license numbers, will constitute public record if and when the license is granted. Our intended use of the information is to perform the background check procedures required prior to license issuance. If you refuse to supply the information, the license application may not be processed.

The undersigned applicant makes this application pursuant to all laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statue #176.182. In addition, the applicant acknowledges that they are responsible for reviewing the background and work history of their employees, including those that have received a massage therapist license from the City.

By signing below you certify that the above information is correct and authorize the City of Roseville Police Department to run your information for the required background checks. (Note: Background checks may take up to 30 days to complete.)

Signature _____

Date 9-30-2015

License Fee is \$300.00
Additional \$150 background check fee for all first-time applicants
Make checks payable to: City of Roseville



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

Massage Therapist License

- ☒ New License ☐ Renewal For the License Year Ending June 30, 2016
1. Full Legal Name (Please Print) Lee Cynthia
(Last) (First) (Middle)
2. Home Address _____
(Street) (City) (State) (Zip)
3. Telephone _____
4. Date of Birth (mm/dd/yyyy) _____
5. Email Address _____
6. Driver's License Number _____ State of Issuance _____
7. Ethnicity: _____
8. Sex: _____
9. Have you ever used or been known by any name other than the legal name given in number 1 above?
☐ Yes ☒ No If Yes, List each full name along with dates and places where used.
10. Name and address of the licensed Massage Therapy Establishment at which you expect to be employed:
My Salon Suite 1721 County Rd B2 W Roseville, MN 55113
11. Have you held any previous massage therapist licenses? If yes, in which city were you licensed?
☒ Yes Fridley & Golden Valley ☐ No
12. If you answered Yes to number 11 above, were any previous massage therapist licenses revoked, suspended or not renewed? If yes, explain in detail on the back of this page.
☐ Yes ☒ No ☐ N/A

The information that you are asked to provide on the application is classified by State law as either public, private or confidential. All data, with the exception of driver's license numbers, will constitute public record if and when the license is granted. Our intended use of the information is to perform the background check procedures required prior to license issuance. If you refuse to supply the information, the license application may not be processed.

By signing below you certify that the above information is correct and authorize the City of Roseville Police Department to run your information for the required background checks. (Note: Background checks may take up to 30 days to complete.)

Signature _____

Date 9-30-2015

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 (prorated quarterly)
Make checks payable to: City of Roseville



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

Massage Therapist License

(Please Print Clearly)

☒ New License ☐ Renewal

For License Year Ending June 30, 2016

1. Full Legal Name (Please Print) Mei Huang
(Last) (First) (Middle)

2. Home Address _____

3. Telephone _____

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

5. Driver's License Number _____ State of Issuance _____

6. Ethnicity: _____

7. Sex: _____

8. Email Address _____

9. Have you ever used or been known by any name other than the legal name given in number 1 above?
☐ Yes ☒ No If Yes, List each full name along with dates and places where used.

10. Name and address of the licensed Massage Therapy Establishment at which you expect to be employed:

2334 Lexington Ave N Roseville MN 55113 Zen Asian Massage.

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

12. If you answered Yes to number 11 above, were any previous massage therapist licenses revoked, suspended or not renewed?

☐ Yes ☒ No ☐ N/A
If yes, explain in detail on a separate page.

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

Signature mei Huang Yan Li Date 10-28-2015

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 LAWFUL GAMBLING
LG220 Application for Exempt Permit

5/15
 Page 1 of 2

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Rocky Mountain Elk Foundation Wapiti Women of the North Previous Gambling Permit Number: _____

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 81-0421425

Mailing Address: 19306 Oelke Drive

City: Prior Lake State: MN Zip: 55372 County: Scott

Name of Chief Executive Officer (CEO): Sandy Austin

Daytime Phone: 612 205-7613 Email: Wapiti.Women.RMEF.MN@gmail.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
 60 Empire Drive, Suite 100
 St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
 651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Roseville Hall

Address (do not use P.O. box): 2801 Snelling Ave

City or Township: Roseville Zip: 55113 County: Ramsey

Date(s) of activity (for raffles, indicate the date of the drawing): 1-24-16

Check each type of gambling activity that your organization will conduct:

☐ Bingo* ☐ Paddlewheels* ☐ Pull-Tabs* ☐ Tipboards*

☒ Raffle (total value of raffle prizes awarded for the calendar year: \$ 9,500)

* **Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under **LIST OF LICENSEES**, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**CITY APPROVAL
for a gambling premises
located within city limits**

- _____ The application is acknowledged with no waiting period.
- _____ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- _____ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

- _____ The application is acknowledged with no waiting period.
- _____ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- _____ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Sandy K Austin Date: 11/2/15
(Signature must be CEO's signature; designee may not sign)

Print Name: Sandy K Austin**REQUIREMENTS****Complete a separate application for:**

- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS**Mail application with:**

- _____ a copy of your proof of nonprofit status, and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

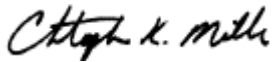
ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

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

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 11/09/2015
Item No.: 8.c

Department Approval



City Manager Approval



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

BACKGROUND

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.

General Purchases or Contracts

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

<u>Division</u>	<u>Vendor</u>	<u>Description</u>	<u>Key</u>	<u>Budget Amount</u>	<u>P.O. Amount</u>	<u>Budget / CIP</u>
IT	DataQ Equipment	Cisco Switch Replacement	A	\$356,640.00	\$ 25,910.00	CIP
IT	Hewlett Packard	Backup Server Replacement	B	356,640.00	34,715.88	CIP

Comments/Description:

- a) Includes the replacement of 5 core switches that service most network devices at City Hall. The budget amount displayed represents the total budget for computer-related equipment in 2015.
- b) Includes the replacement of 3 data backup servers as part of the City's disaster recovery protocols. The budget amount displayed represents the total budget for computer-related equipment in 2015.

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:

<u>Department</u>	<u>Item / Description</u>

POLICY OBJECTIVE

Required under City Code 103.05.

FINANCIAL IMPACTS

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

27 **STAFF RECOMMENDATION**

28 Staff recommends the City Council approve the submitted purchases or contracts for service and, if
29 applicable, authorize the trade-in/sale of surplus items.

30 **REQUESTED COUNCIL ACTION**

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

33

34

Prepared by: Chris Miller, Finance Director
Attachments: A: 2015 CIP Purchase Summary

35

City of Roseville

2015 Capital Improvement Plan Summary

Updated October 31, 2015

<u>Asset Type</u>	<u>Department / Function</u>	<u>Item / Description</u>	<u>Budget Amount</u>	<u>Council Approval Date</u>	<u>YTD Actual Amount</u>	<u>Difference</u>
Vehicles	Police	Marked squad replacement (5)	\$ 165,000	3/23/2015	\$ 171,411	\$ (6,411)
Vehicles	Police	Unmarked vehicles (1)	24,000	3/23/2015	35,481	(11,481)
Vehicles	Fire	Staffed engine replacement	525,000	Various	517,685	7,315
Vehicles	Fire	Medic unit	55,000	6/22/2015	43,716	11,284
Vehicles	Engineering	Vehicle #303 Survey Crew	30,000	2/23/2015	-	-
Vehicles	Streets	Vehicle #104: 1-ton pickup	33,000	2/23/2015	-	-
Vehicles	Streets	Vehicle #155 Sterling 3-ton w/ plow	180,000	3/2/2015	51,751	128,249
Vehicles	Streets	Vehicle #159 Crafcro router	10,000	2/23/2015	9,997	3
Vehicles	Engineering Services	Vehicle for ROW Specialist	20,000	1/26/2015	26,478	(6,478)
Vehicles	Water	Old Police unmarked vehicle			4,528	(4,528)
Vehicles	Sanitary Sewer	Vehicle #201 Jetter/Vactor	350,000	3/2/2015	284,412	65,588
Total Vehicles			\$ 1,392,000		\$ 1,145,460	\$ 183,540
Equipment	Central Services	Postage Machine/Copier Rental	\$ 77,840		\$ 55,729	\$ 22,111
Equipment	Police	Computer equipment	7,400		-	-
Equipment	Police	Office furniture	2,100		-	-
Equipment	Police	Patrol area cubicles	7,400	10/5/2015	-	-
Equipment	Police	Laptop replacement for squads	126,075	10/5/2015	72,248	53,827
Equipment	Police	Printer replacement for squads	7,210		-	-
Equipment	Police	Non-lethal weapons	1,600		6,591	(4,991)
Equipment	Police	Long-gun parts	3,090		-	-
Equipment	Police	Sidearm parts	2,060		1,163	897
Equipment	Police	Tactical gear	5,150		5,386	(236)
Equipment	Police	SWAT vests	6,180		2,782	3,398
Equipment	Police	Cell phone extraction device	6,000		-	-
Equipment	Police	Crime scene equipment	1,000		-	-
Equipment	Police	Bite suit	1,545		-	-
Equipment	Police	Defibrillators	1,575		511	1,064
Equipment	Police	Radar units	4,120		-	-
Equipment	Police	Stop sticks	1,030		-	-
Equipment	Police	Rear transport seats	2,705		-	-
Equipment	Police	Control boxes	4,000		-	-
Equipment	Police	Visabars	8,250		-	-
Equipment	Police	Squad camera system support	-	10/5/2015	-	-
Equipment	Police	Radio equipment	15,500	6/22/2015	14,266	1,235
Equipment	Fire	Weather and traffic protection	21,000		3,415	17,585
Equipment	Streets	Street signs	50,000	Various	-	-
Equipment	Streets	Mower/ Snow blower combo	35,000	3/2/2015	-	-
Equipment	Maintenance Garage	Vehicle analyzer	1,000		-	-
Equipment	Maintenance Garage	Brake lathe	8,300		-	-
Equipment	Maintenance Garage	Column lifts rehab/replace	2,500		-	-
Equipment	Maintenance Garage	Tire Changer/Lift	-	3/2/2015	8,728	(8,728)
Equipment	Maintenance Garage	Furniture for Mechanics office	-		5,106	(5,106)
Equipment	Park Maintenance	Belos & blower	145,000	2/9/2015	147,202	(2,202)
Equipment	Park Maintenance	Park security systems	150,000		47,759	102,241
Equipment	Park Maintenance	Unit #536 Jacobsen 16' mower	95,000	4/6/2015	85,490	9,510
Equipment	Park Maintenance	Push mowers	1,000		-	-
Equipment	Park Maintenance	Unit #565 Smithco sweeper	8,000		-	-
Equipment	Park Maintenance	Foley blade sharpener	-	6/22/2015	-	-
Equipment	Skating Center	Compressors - OVAL	50,000		-	-
Equipment	Skating Center	Rental skates - OVAL	5,000		-	-
Equipment	Skating Center	Perimeter fence pads - OVAL	35,000		-	-
Equipment	Communications	Council Chambers camera replacement	80,000	3/9/2015	138,449	(58,449)
Equipment	Information Technology	Computers, monitors, printers, network, etc	331,640	Various	246,275	85,365
Equipment	Water	Water meters, AMR system	600,000		196,920	403,080
Equipment	Storm Drainage	Replace Flail Mower (2014 CIP)	-	3/2/2015	14,441	(14,441)
Equipment	Storm Drainage	Replace Unit #164 Turf gator	10,000	4/20/2015	-	-
Equipment	Storm Drainage	Portable generator	100,000		-	-
Equipment	Storm Drainage	Tractor/snowblower	35,000	3/2/2015	62,108	(27,108)
Equipment	Golf Course	Gas pump and tank replacement	10,000		-	-

City of Roseville

2015 Capital Improvement Plan Summary

Updated October 31, 2015

<u>Asset Type</u>	<u>Department / Function</u>	<u>Item / Description</u>	<u>Budget Amount</u>	<u>Council Approval Date</u>	<u>YTD Actual Amount</u>	<u>Difference</u>
Equipment	Golf Course	Course netting/deck/shelter	8,000		-	-
Equipment	Golf Course	Cushman #1 and #2	28,000		-	-
Total Equipment			\$ 2,101,270		\$ 1,114,567	\$ 579,053
Bldgs & Infrastructure	General Facilities	VAV's heat/cool	\$ 15,000		\$ -	\$ -
Bldgs & Infrastructure	General Facilities	VAV's cool	10,000		-	-
Bldgs & Infrastructure	General Facilities	Update flooring: City Hall & PD	25,000		16,515	8,485
Bldgs & Infrastructure	General Facilities	Update restrooms: City Hall	30,000		-	-
Bldgs & Infrastructure	General Facilities	LED conversion: City Hall	50,000		-	-
Bldgs & Infrastructure	General Facilities	Brimhall gymnasium improvements	80,800		-	-
Bldgs & Infrastructure	General Facilities	Central Park gymnasium improvements	5,000		-	-
Bldgs & Infrastructure	General Facilities	Gymnastics center improvements	10,000		-	-
Bldgs & Infrastructure	General Facilities	Fuel Pump Main Board	-		810	(810)
Bldgs & Infrastructure	Street Lighting	General replacement - streetlight fixtures	25,000		-	-
Bldgs & Infrastructure	Skating Center	Rubber flooring in locker room - Arena	8,000		-	-
Bldgs & Infrastructure	Skating Center	Dehumidification system - Arena	87,500		37,168	50,332
Bldgs & Infrastructure	Skating Center	Scoreboard (large) - Arena	30,000		-	-
Bldgs & Infrastructure	Skating Center	Garage doors - OVAL	12,000		-	-
Bldgs & Infrastructure	Pathways	Pathway Maintenance	180,000		231,748	(51,748)
Bldgs & Infrastructure	Information Technolog	Office furniture	25,000		-	-
Bldgs & Infrastructure	License Center	Electrical improvements	4,500		745	3,755
Bldgs & Infrastructure	License Center	Kitchen improvements	5,500		-	4,777
Bldgs & Infrastructure	Comm Development	Office furniture	500		2,795	(2,295)
Bldgs & Infrastructure	Pavement Mangement	MSA Street Construction / Overlay	2,000,000		2,325,542	(325,542)
Bldgs & Infrastructure	Park Improvements	Park Renewal Program	4,743,750		3,510,158	1,233,592
Bldgs & Infrastructure	Park Improvements	Park Improvement Program	40,000		18,665	21,335
Bldgs & Infrastructure	Water	Water system improvements	800,000		331,846	468,154
Bldgs & Infrastructure	Water	Booster station improvements	354,000		-	-
Bldgs & Infrastructure	Sanitary Sewer	Sanitary Sewer improvements	1,000,000		821,236	178,764
Bldgs & Infrastructure	Sanitary Sewer	I & I reduction, Lift station repairs	665,000		-	-
Bldgs & Infrastructure	Storm Drainage	Pond Improvements, sewer replacement	650,000	various	717,252	(67,252)
Bldgs & Infrastructure	Golf Course	Course improvements	5,000		-	-
Bldgs & Infrastructure	Golf Course	Parking lot improvements	8,000		-	-
Bldgs & Infrastructure	Golf Course	Clubhouse: general upkeep and repairs	8,000		-	-
Bldgs & Infrastructure	Golf Course	Clubhouse roof replacement	33,000		-	-
Total Buildings & Infrastructure			\$10,910,550		\$ 8,014,481	\$ 1,521,546
Total - All 2015 <u>Funded</u> CIP Items			\$14,403,820		\$ 10,274,508	\$ 2,284,139

REQUEST FOR COUNCIL ACTION

Date: November 9, 2015
Item No.: 8.d

Department Approval



City Manager Approval



Item Description: Twin Lakes Area East Collector Improvements Preliminary Design
Professional Services Contract

BACKGROUND

During recent discussions about the completion of Twin Lakes Parkway to Fairview Ave, it has been indicated on several occasions and by multiple parties, that it would be advantageous to make improvements to the transportation network east of Fairview in order to encourage traffic to use Terrace Drive/Lincoln Drive/County Road C2 as a preferred route to Snelling Ave from the intersection of Twin Lakes Parkway and Fairview Ave. This corridor will be referred to as the Twin Lakes Area East Collector roadway.

These potential improvements would modify the intersection of Terrace Drive and Lincoln Drive as well as Lincoln Drive and County Road C2 with capacity improvements at County Road C2 and Snelling Ave in order to promote this corridor as more of a through movement than exists today.

Staff has asked SRF Consulting Group to provide a proposal for professional services to provide conceptual and preliminary design for these proposed improvements. Once the preliminary design has been approved, staff will revisit this project with the City Council to discuss final design and construction timing options.

SRF has responded with a proposal of \$80,182 for the professional services as requested.

Staff will coordinate at least one public meeting to present the proposed concept plans to the public and area businesses this winter. Based on the outcome of those meetings and the City Council's reaction to the concept, construction may be able to occur in 2016.

Assuming the Council awards this Professional Services Contract, the next steps for this project requiring official action would be:

- Approval of Concept Plan and direction to prepare final plans and specifications
- Approval of plans and specifications and authorization for advertisement of bids
- Awarding contract to responsible bidder

POLICY OBJECTIVE

This project would enhance the City's transportation network in this area and make some improvements as identified in previous traffic studies of the Twin Lakes Area.

FINANCIAL IMPACTS

Staff recommends using funds from TIF District 13 to fund these improvements.

30 The Community Development Department has indicated that there are no further obligations for
31 TIF District 13 and therefore it intends to initiate decertification of the District later this year.
32 TIF District 13 is the College Properties TIF District which is in the general area of the proposed
33 improvements (Lincoln Drive, South of Lydia Avenue).

34 Following the decertification, the City will receive approximately \$800,000 in excess TIF
35 proceeds which could be utilized for these improvements.

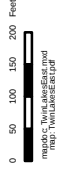
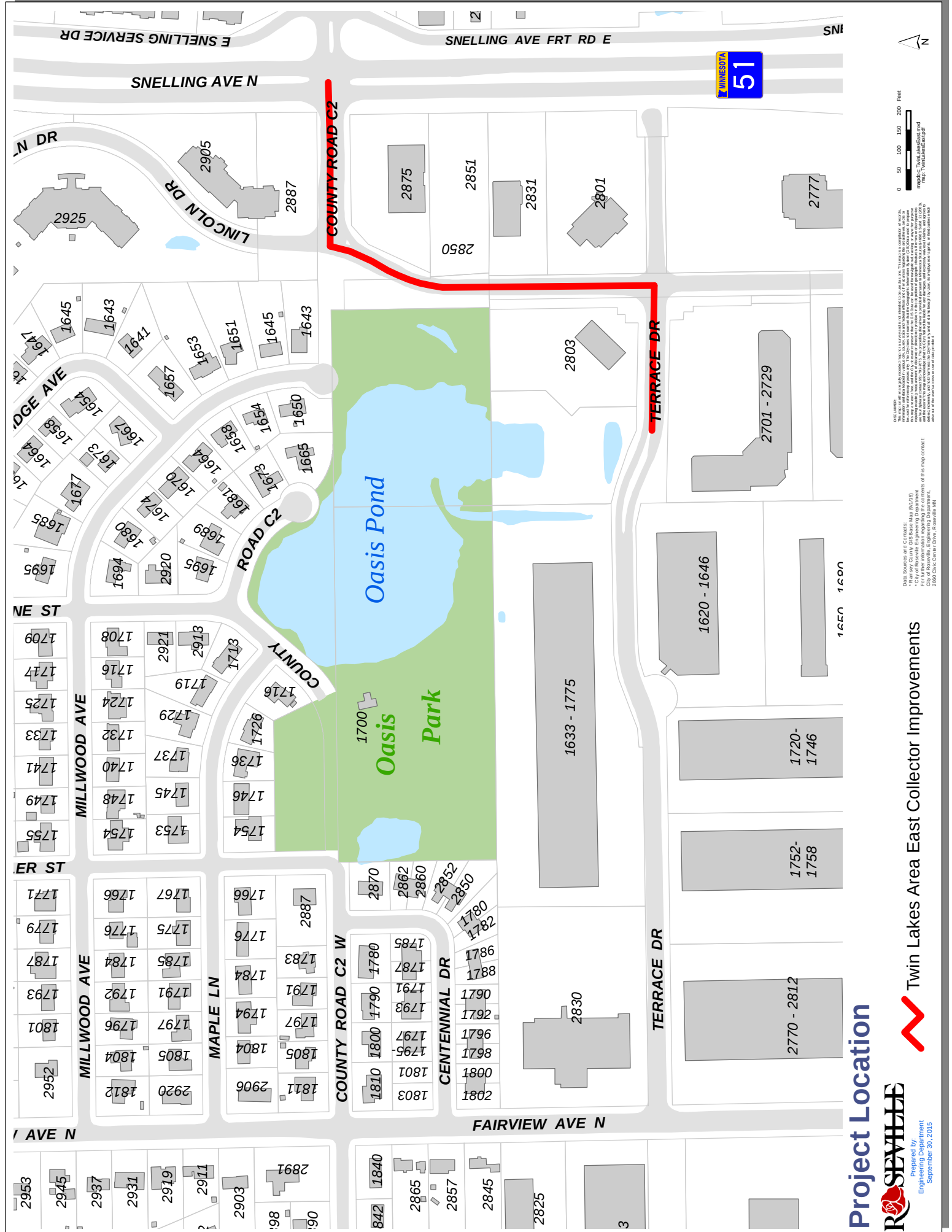
36 **STAFF RECOMMENDATION**

37 Staff recommends the Council award a professional services contract with SRF Consulting
38 Group for the Twin Lakes Area East Collector Improvements Preliminary Design in the amount
39 of \$80,182.

40 **REQUESTED COUNCIL ACTION**

41 Award a professional services contract with SRF Consulting Group for the Twin Lakes Area
42 East Collector Improvements Preliminary Design in the amount of \$80,182.

Prepared by: Marc Culver, Public Works Director
Attachments: A: Figure
B: Design Services Contract



DISCLAIMER: This map was prepared by the City of Roseville for informational purposes only. It is not intended to be used for legal or financial purposes. The City of Roseville is not responsible for any errors or omissions on this map. The City of Roseville is not responsible for any damages or losses resulting from the use of this map. The City of Roseville is not responsible for any claims or liabilities resulting from the use of this map. The City of Roseville is not responsible for any claims or liabilities resulting from the use of this map.

DATE: 09/30/2015
PROJECT: Twin Lakes Area East Collector Improvements
PREPARED BY: City of Roseville Engineering Department
APPROVED BY: City of Roseville Engineering Department

Standard Agreement for Professional Services

Standard Agreement for Professional Services Twin Lakes Area East Collector Preliminary Design City Project Number 16-11

This Agreement ("Agreement") is made on the _____ day of November, 2015, between the City of Roseville, a municipal corporation (hereinafter "City"), and SRF Consulting Group Inc., a Corporation (hereinafter "Consultant").

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of consultants to provide a variety of professional services for City projects. That policy requires that persons, firms or corporations providing such services enter into written 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 Consultant.

The City and Consultant agree as follows:

1. **Scope of Work Proposal.** The Consultant 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 Scope shall include the Work Tasks as indicated within Exhibit "A". The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Consultant.
2. **Term.** The term of this Agreement shall be from November 9, 2015, through December 31st, 2017, the date of signature by the parties notwithstanding.
3. **Compensation for Services.** The City agrees to pay the Consultant \$80,182.00 as compensation for tasks performed as described in Exhibit A 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 Consultant 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 Consultant when required by the complex or specialized nature of the Work when authorized in writing by the City. The Consultant 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 Representative and Special Requirements:**
 - A. The City Engineer 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 Consultant of such change in writing.
 - B. 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 B attached hereto. The parties agree that such special conditions and requirements are incorporated into and made a binding part of this Agreement and the Consultant agrees to perform the Work in accordance with, and that this Agreement shall be subject to, the conditions and requirements set forth in Exhibit B (none attached).

5. **Method of Payment.** The Consultant 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. For Work reimbursed on an hourly basis, the Consultant shall indicate for each employee, his or her name, job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due for each project task. For all other Work, the Consultant shall provide a description of the Work performed and the period to which the invoice applies. For reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an itemized listing and such documentation of such expenses as is reasonably required by the City. 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.
- B. To receive any payment pursuant to this Agreement, the invoice must include the following statement dated and signed by the Consultant: "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 Consultant 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 Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services performed prior to the delivery upon the Consultant of the written notice from the City of such suspension.
 - B. The Consultant 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 3B above.
6. **Project Manager and Staffing.** The Consultant has designated Steve Miller and Mike Turner ("Project Contacts") 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 Consultant as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. The Consultant may not remove or replace the Project Contacts without the prior approval of the City.
7. **Standard of Care.** All Work performed by the Consultant 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 Consultant under this Agreement which the City requests to be kept confidential

shall not be made available by the Consultant to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Consultant 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 Consultant 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 Consultant.

9. **Termination.** This Agreement may be terminated at any time by the City, with or without cause, by delivering to the Consultant at the address of the Consultant set forth in Provision 26 below, a written notice at least ten (10) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the Consultant shall be paid for services rendered (and reimbursable expenses incurred if required to be paid by the City under this Agreement) by the Consultant through and until the date of termination so long as the Consultant is not in default under this Agreement. If the City terminates this Agreement because the Consultant is in default of its obligations under this Agreement, no further payment shall be payable or due to the Consultant 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 consultant to undertake or complete the Work to be performed hereunder.
10. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. The Consultant shall promptly pay any subcontractor involved in the performance of this Agreement as required by the State Prompt Payment Act.
11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
12. **Non-Discrimination.** During the performance of this Agreement, the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant not specifically provided for herein shall be paid by the City.

15. **Compliance with Laws and Regulations.** The Consultant shall abide with all applicable federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work.

The Consultant 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 Consultant 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 Consultant agrees to defend, indemnify and hold the City, and its mayor, council members, officers, agents, employees and representatives harmless from and against all liability, claims, damages, costs, judgments, losses and expenses, including but not limited to reasonable attorney's fees, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its officers, agents, employees, contractors and/or subcontractors or any other person or entity for whom the Consultant is legally liable 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 Consultant 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 Consultant or by any subcontractor of the Consultant, 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 Consultant's coverage shall be primary and noncontributory in the event of a loss.

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

Worker's Compensation: Statutory Limits

Commercial General Liability: \$1,000,000 per occurrence
\$1,000,000 general aggregate
\$1,000,000 products – completed operations aggregate
\$5,000 medical expense

Comprehensive Automobile Liability: \$1,000,000 combined single limit (shall include coverage for all owned, hired and non-owned 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. During the entire term of this Agreement, and for such period of time thereafter as is necessary to provide coverage until all relevant statutes of limitations pertaining to the Work have expired, and as long as coverage is commercially available and reasonably affordable, the Consultant shall procure, maintain and pay for professional liability insurance, satisfactory to the City, which insures the payment of damages for liability arising out of the performance of professional services for the City, in the insured's capacity as the Consultant, if such liability is caused by the negligent acts, errors, and omissions, of the insured or any person or organization for whom the insured is liable. Said policy shall provide an aggregate limit of at least \$2,000,000.00.

E. The Consultant shall maintain in effect all insurance coverages required under this Provision 18 at Consultant'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, except the Professional Liability Insurance Policy, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);
- (ii) All policies, except the Professional Liability Insurance Policy and the Worker's Compensation Policy, shall name "the City of Roseville" as an additional insured;
- (iii) All policies, except the Professional Liability Insurance Policy and the Worker's Compensation Policy, shall insure the defense and indemnify obligations assumed by Consultant under this Agreement; and
- (iv) All policies shall contain a provision that coverages afforded thereunder shall not be canceled, 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 Consultant'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 Consultant's Work. Such documents evidencing insurance shall be in a form acceptable to the City and shall provide satisfactory evidence that the Consultant has complied with all insurance requirements. Renewal certificates shall be provided to the City 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 Consultant of any deficiencies in such documents, and receipt thereof shall not relieve the Consultant from, nor be deemed a waiver of, the City's right to enforce the terms of the Consultant's obligations hereunder. The City reserves the right to examine any policy provided for under this Provision 18.

19. **Ownership of Documents.** All plans, diagrams, analysis, reports and information created and paid for by Consultant in the performance of its obligations under this Agreement (“Information”) are instruments of service in respect to Consultant’s services, shall become the property of the City, but the Consultant 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 Consultant for such use. The Consultant 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. Notwithstanding the above paragraph, work papers, proprietary information, processes, methodologies, know-how and software (“Engineering Data”) previously belonging or licensed to Engineer and used to perform Consulting’s Services shall remain the property of Consultant. Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse at the direction of the Consultant), whether or not the Project is completed. To the extent the services perform by Consultant contain Engineering Data, Consultant hereby grants to City a non-exclusive, non-assignable, royalty-free, irrevocable license to use such Engineering Data for the purposes set forth herein, subject to the following limitation: City acknowledges that such Engineering Data are not intended or represented to be suitable for use or reuse by City on extension of the Project or on any other project without written verification or adaptation by Consultant and such reuse or modification of the Engineering Data without the written verification or adaptation by Consultant shall be done at the City’s sole risk and without liability to Consultant.
20. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of 90 days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. The cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Roseville unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a Mediated Settlement Agreement, which Agreement shall be enforceable as a settlement in any court having jurisdiction thereof.
21. **Annual Review.** Prior to January 1st of each year of this Agreement, the City shall have the right to conduct a review of the performance of the Work performed by the Consultant under this Agreement. The Consultant 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 Consultant relative to the remaining Work to be performed by the Consultant under this Agreement.
22. **Conflicts.** 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.
23. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.
24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

25. **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.

26. **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 an officer of the Consultant if such notice is to be given to the Consultant, 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 55113 Attn:
 City Manager

If to Consultant: _____

Attn: _____

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.

27. **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:

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

SRF Consulting Group, Inc.

By: _____

Its: _____

SRF Consulting Group, Inc.

Client: CITY OF ROSEVILLE

Project: INTERSECTION IMPROVEMENTS AT FAIRVIEW AVE AND TERRACE LANE, TERRACE LANE AT LINCOLN LANE REALIGNMENT, LINCOLN LANE TO SNELLING AVE REALIGNMENT; SIGNAL MODIFICATION AT SNELLING AVENUE

Work Tasks and Person-Hour Estimates



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Subconsultants:

TASK NO.	SUMMARY OF TASKS
1.0	PROJECT MANAGEMENT
2.0	DATA COLLECTION & UTILITY COORDINATION
3.0	PRELIMINARY DESIGN
4.0	TRAFFIC SIGNAL DESIGN - SNELLING AVE/LINCOLN LANE
5.0	PUBLIC ENGAGEMENT

Project Overview:

This project involves intersection improvements to Fairview Lane / Terrace Lane to facilitate safe signal operation. The Fairview Ave signal will be built under a different project. The project also includes intersection modifications at Terrace Dr / Lincoln Dr as well as Lincoln Dr / CR C2. these project are locally funded and are expected to be built in 2016 or 2017. Deliverables by SRF will be preliminary design in digital files in CAD format for the City's use in final design.

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**Work Tasks and Person-Hour Estimates**

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TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
	Assumptions: - A feasibility study will not be required for this project. - Project assumes Local funding only.									
1.0	PROJECT MANAGEMENT									
	Assumptions: - Project management will include work necessary for communication and completion of the project tasks on time and within budget.									
	Client Deliverables: - Scheduling MnDOT coordination meetings.									
1.1	Perform day to day Project Management & Administration.	4	40	0	0	0	0	0	44	\$6,480
1.2	Ongoing phone and email communications and coordination with city staff during the duration of the project.	0	10	0	0	0	0	0	10	\$1,430
1.3	Quality Assurance/Quality Control ("QA/QC"). SRF will perform QA/QC functions throughout the Project duration to ensure delivery of a quality product in accordance with the Project Schedule.	0	10	0	0	0	0	0	10	\$1,430
1.4	Meetings: Assume 3 coordination meetings with City staff at City Hall; includes kick-off meeting. (2 hours each includes travel time)	0	6	0	0	2	0	0	8	\$1,030
1.5	Attendance at coordination meeting with MnDOT (assume 1 mtg. includes travel)	0	3	0	0	0	0	0	3	\$429
	SUBTOTAL - TASK 1	4	69	0	0	2	0	0	75	\$10,799
2.0	DATA COLLECTION & UTILITY COORDINATION									
	Assumptions: Supplementing mapping in non-critical areas using GIS or digitizing aerial imagery is considered sufficient level of detail. Critical areas will be surveyed.									
	Client Deliverables: Provide record drawings for developed areas of the project.									
2.1	Survey	0	10	30	0	0	0	0	40	\$4,970
2.2	Perform limited topographic survey in areas of proposed roadway improvements at Terrace/Lincoln intersection and Lincoln/OR C2/Snelling intersection. Base File Mapping									

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Work Tasks and Person-Hour Estimates

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TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
	- Resource and supplement base mapping for project using survey, City CAD files and LIDAR to create base mapping for project delivery.	0	0	0	0	28	10	0	38	\$3,808
2.3	Utility Coordination Set up an initial Gopher State One Call (GSOC) for the project area	0	0	0	0	4	0	0	4	\$344
2.4	Review received utility as-builts									
	- Compile as-built information into project base files and plan set.	0	0	0	0	4	0	0	4	\$344
2.5	Arrange, prepare, attend and facilitate two utility coordination meetings as required by Minnesota Statute	0	0	0	0	6	0	2	8	\$648
2.6	Place verification ticket WITH GSOC within 90 days of bidding and review of mapping.	0	0	0	0	4	0	0	4	\$344
	SUBTOTAL - TASK 2	0	10	30	0	46	10	2	98	\$10,458

3.0 PRELIMINARY DESIGN**Assumptions:**

Preliminary landscape elements prepared with the Twin Lakes Parkway planning will be the basis of design and carried forward into plan development.

- Preliminary roadway geometric improvements for Terrace Lane and turn lanes on Fairview Ave are valid for the basis of developing intersection improvements.

- The project will need to comply with the Rice Creek Watershed District and the MPCA's NPDES permit

- HydroCAD will be utilized for hydrologic and hydraulic modeling of storm water BMPs.

- Assume proposed storm sewer can connect to existing storm sewer trunklines. No analysis of the existing trunk line is included.

- Assume one BMP is needed to meet permitting requirements. Stormwater credits may be applied if no available ponding sites are available. Hours shown will be used to coordinate and document use of the credits.

- A preliminary drainage design report will not be required. Significant issues will be noted on existing or proposed drainage area maps. Computations will be provided for review.

- No water main or sanitary sewer relocations will be necessary.

- Preliminary design (30%) deliverable is defined as CAD files of the major design elements listed below. Files will not necessarily include sufficient text for development of a construction plan set. Additional development of the files should be expected.

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 LANE, TERRACE LANE AT LINCOLN LANE REALIGNMENT, LINCOLN
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Work Tasks and Person-Hour Estimates

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
	Client Deliverables:									
	- Timely response to design decisions and review of submittals.									
	- Provide as-builts or construction plans of existing streets and utilities.									
3.1	30% Preliminary design will include: Geometric design and consensus of proposed section with City staff. Fairview Ave/Terrace Dr geometrics Lincoln Dr/CR C2 geometrics	0	4	0	0	40	4	0	48	\$4,572
3.2	Update preliminary design and base files reflecting City staff comments.	0	4	0	0	40	4	0	48	\$4,572
3.3	Identify impacts to right of way and quantify necessary easements through the development of cross sections.	0	0	0	0	10	0	0	10	\$860
		0	4	0	2	24	0	0	30	\$2,816
3.4	30% Base Files - Typical Sections - Topography and Utilities - Removals - Construction limits - Roadway alignments - Roadway Profiles - Landscape design and details - Cross Sections at 50 ft. spacing per roadway. - Drainage design (see task 3.5) - Signal at Lincoln Lane at Snelling (see signal scope) - Develop right of way, exhibits and descriptions (assumes 5 parcels).	0	0	0	0	16	0	0	16	\$0
		0	0	0	0	8	0	0	8	\$1,376
		0	0	0	0	8	0	0	8	\$688
		0	1	0	0	8	0	0	9	\$831
		0	0	0	0	2	0	0	2	\$172
		0	1	0	0	8	0	0	9	\$831
		0	2	0	0	12	0	0	14	\$1,318
		0	1	0	0	16	0	0	17	\$1,519
		0	0	0	0	0	0	0	0	\$0
		0	0	0	0	0	0	0	0	\$0
		0	10	0	0	0	10	0	20	\$2,830
3.5	Preliminary Drainage Design									
3.5.1	Coordination meeting with environmental agencies. (Assume two WR staff attending one meeting. Hours shown include preparation of materials and meeting documentation)	0	12	12	0	0	0	2	26	\$3,264
3.5.2	Collect and review all applicable data and permitting requirements relating to water resources. Prepare design criteria and regulatory criteria matrices and submit to City for review.	0	4	8	0	12	0	0	24	\$2,548
3.5.3	Perform a field walk to review existing conditions and prepare survey request.	0	8	0	0	8	0	0	16	\$1,832

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Work Tasks and Person-Hour Estimates

<u>TASK NO.</u>	<u>TASK DESCRIPTION</u>	<u>PRINCIPAL</u>	<u>SR. ASSOC.</u>	<u>ASSOCIATE</u>	<u>SR. PROF</u>	<u>PROF.</u>	<u>TECHNICAL</u>	<u>CLERICAL</u>	<u>TOTALS</u>	<u>EST. FEE</u>
3.5.4	Prepare existing conditions drainage area map, including existing storm drain and culvert infrastructure, hydrologic boundaries, and surface flow direction.	0	0	8	0	16	0	0	24	\$2,320
3.5.5	Review cross sections and determine proposed ditch locations. Propose special ditch grades as needed to provide roadway drainage and convey runoff to proposed BMPs.	0	0	0	0	8	0	0	8	\$688
3.5.6	Review soils and geological features and evaluate BMP locations for limitations to BMP types (infiltration in particular). Assess likelihood of impacts of groundwater.	0	4	4	0	0	0	0	8	\$1,044
3.5.7	Preliminary pond design to determine locations sizes, type as required to meet RCWD and NPDES permit requirements.	0	4	32	0	0	24	0	60	\$7,708
3.5.8	Assist with environmental document.	0	0	4	0	0	0	0	4	\$472
3.5.9	Prepare proposed conditions drainage area map, including proposed storm drain trunk lines and significant culvert infrastructure, hydrologic boundaries, proposed BMPs, and surface flow direction.	0	0	8	0	16	0	4	28	\$2,584
3.6	Preliminary cost estimate and quantity documentation.	0	0	0	2	24	0	0	26	\$2,244
SRF Deliverables: - 30% digital design files. - Right of way exhibits and descriptions (assumes 5 parcels)										
SUBTOTAL - TASK 3		0	59	76	4	276	42	6	463	\$47,777

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Work Tasks and Person-Hour Estimates

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
4.0	TRAFFIC SIGNAL DESIGN - SNELLING AVE/LINCOLN LANE									
	Assumptions:									
	- Assumes a Signal Justification Letter (SJL) and not a full ICE report or SJR will be prepared for the Snelling Avenue/Lincoln Lane intersection since only one lane has geometric impacts. Assume the SJL will have to be approved by both MnDOT and the City.									
	- Assumes no temporary signal system will be required to facilitate staging and construction of the project.									
	- Assumes signal revisions only to facilitate the changes on Lincoln Lane will be required. Assumes only a mast arm extension on one signal mast arm, a four-section signal head, and associated wiring would need to be modified in the plan.									
	- Assumes existing signal plans will be provided to SRF by the City or MnDOT for use in developing the signal revision plans.									
	Client Deliverables:									
	- Comments on Draft SJRs; comments on draft submittals of signal revision design.									
4.1	Signal Justification Letter (SJL) - Snelling Ave/Lincoln Lane	1	2	0	0	0	8	1	1	13
4.2	Signal Revision Design (P S & E) - Snelling Ave/Lincoln Lane	1	6	0	0	0	12	24	0	43
	SRF Deliverables:									
	- SJL; Permanent signal revision plans with details, Division SS special provisions and engineer's estimate to be incorporated into overall project construction documents submittals and final package.									
	SUBTOTAL - TASK 4	2	8	0	0	0	20	25	1	56
										\$6,810
5.0	PUBLIC ENGAGEMENT									
	Assumptions:									
	- City will coordinate meeting - open house format with no formal presentation.									
	Client Deliverables:									
	- City will coordinate meeting date and location, develop and send meeting notifications, develop and tally responses to any questionnaires, and prepare meeting summary.									

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Work Tasks and Person-Hour Estimates

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
5.1	Prepare up to ten (10) public meeting display boards. Includes drafts for City review and final.	0	6	0	0	24	0	0	30	\$0
5.2	Attend one (1) public information meeting. Includes travel, set up and meeting time. (2 SRF staff x 4 hours/meeting)	0	4	0	0	4	0	0	8	\$0
SRF Deliverables:										
Up to ten (10) public meeting display boards.										
SUBTOTAL - TASK 5		0	10	0	0	28	0	0	38	\$3,838
TOTAL ESTIMATED PERSON-HOURS										
AVERAGE HOURLY BILLING RATES		6	156	106	4	372	77	9	730	
ESTIMATED LABOR AND OVERHEAD		\$190	\$143	\$118	\$90	\$86	\$140	\$66		
ESTIMATED DIRECT NON-SALARY EXPENSES		\$1,140	\$22,308	\$12,508	\$360	\$31,992	\$10,780	\$594		\$79,682
TOTAL ESTIMATED FEE										\$480
										\$80,162

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ESTIMATE OF DIRECT NON-SALARY EXPENSES:										
	MILEAGE: 10 trips x 40 miles									
	REPRODUCTION:									
		Personal Vehicles		400	Miles @	\$0.575				\$230
		Copy Duplication		0	Copies @	\$0.10				\$0
		Color Copies		0	Copies @	\$0.35				\$0
		Bond Prints		0	Prints @	\$6.00				\$0
		Mylar Prints		0	Prints @	\$12.00				\$0
				0	Copies @	\$1.00				\$0
										\$150
	COURTHOUSE COPIES:									
	PRINTING:									
	SUPPLIES:									
	COMMUNICATIONS:									
		Mail, Express, Etc.								\$100
										\$0
										\$0
										\$480
SUBCONSULTANTS:										
ESTIMATED DIRECT NON-SALARY EXPENSES										
SUMMARY OF COSTS:										
1.0	PROJECT MANAGEMENT	\$ 760	\$ 9,867	\$ -	\$ -	\$ 172	\$ -	\$ -	\$ 10,799	
2.0	DATA COLLECTION & UTILITY COORDINATION	\$ -	\$ 1,430	\$ 3,540	\$ -	\$ 3,956	\$ 1,400	\$ 132	\$ 10,458	
3.0	PRELIMINARY DESIGN	\$ -	\$ 8,437	\$ 8,968	\$ 360	\$ 23,736	\$ 5,880	\$ 396	\$ 47,777	
4.0	TRAFFIC SIGNAL DESIGN - SNELLING AVE/LINCOLN LANE	\$ 380	\$ 1,144	\$ -	\$ -	\$ 1,720	\$ 3,500	\$ 66	\$ 6,810	
5.0	PUBLIC ENGAGEMENT	\$ -	\$ 1,430	\$ -	\$ -	\$ 2,408	\$ -	\$ -	\$ 3,838	
										\$79,682

SRF Consulting Group, Inc. Work Tasks and Person-Hour Estimates

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Project: INTERSECTION IMPROVEMENTS AT FAIRVIEW AVE AND TERRACE LANE, TERRACE LANE AT LINCOLN LANE REALIGNMENT, LINCOLN LANE TO SNELLING AVE REALIGNMENT; SIGNAL MODIFICATION AT SNELLING AVENUE



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TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
<u>OPTIONAL TASKS</u>										
A	RIGHT OF WAY ACQUISITION									
	Approximate cost: \$3,000/parcel									
A1	Project administration including management of RW field agents, title and appraisal subconsultants; coordination with roadway design team; preparation of and updates to Parcel Status Worksheet; preparation of initial property owner contact letters; preparation of Just Compensation Memos.									
A2	Field Title Investigation.									
A3	Includes appraisal coordination and management. Provide required information to appraiser. Submit appraisal to review appraiser for certification.									
A4	Property Owner Negotiations: Offer packages Offers (review - mail) Good Faith Negotiations Administrative Settlements Mortgage Involvement (assumed 14 mortgage companies- permanent easement parcels Last Written Offers									

REQUEST FOR COUNCIL ACTION

Date: November 9, 2015
Item No.: 8.e

Department Approval



City Manager Approval



Item Description: Twin Lakes Area Traffic Signals Professional Services Contract

BACKGROUND

As part of the overall Twin Lakes Area improvement plan, for which the City Council issued bonds to be repaid with revenue from TIF District 17, two new traffic signals were identified. These proposed traffic signals will be located at the following intersections:

- Cleveland Ave at County Road C2
- Fairview Ave at Twin Lakes Parkway/Terrace Drive

Both of these traffic signals were identified in the Twin Lakes Area Alternative Urban Area-wide Review (AUAR) as necessary improvements to support the full development of the Twin Lakes area.

The signal at Fairview Ave and Twin Lakes Parkway/Terrace Drive was originally in the Twin Lakes Parkway Phase 3 project, but due to some coordination issues with Ramsey County, was removed from the plans. At the time of the contract award, staff identified this and indicated that this signal would be constructed in a construction contract with the Cleveland Ave and County Road C2 signal.

SRF Consulting Group has provided a proposal for the design of the two traffic signals, preparation of plans and specifications and construction administration and inspection for the overall project. SRF proposes a total cost of \$49,951 for the professional services required for this project. Please note that this proposal does reflect the fact that the Fairview signal is almost fully designed as part of the Twin Lakes Parkway Phase 3 project. Most of the cost for this signal is related to final plan and specification preparation as well as construction administration and inspection.

The Fairview signal will be required to be operational by August 1st, 2015. The County Road C2 signal will have a much more flexible time line in order to allow for the best possible pricing from the contractor.

Assuming the Council awards this Professional Services Contract, the next steps for this project requiring official action would be:

- Approval of plans and specifications and authorization for advertisement of bids
- Awarding contract to responsible bidder

29 **POLICY OBJECTIVE**

30 This project would enhance the City's transportation network in this area and make some
31 improvements as identified in previous traffic studies of the Twin Lakes Area.

32 **FINANCIAL IMPACTS**

33 Staff recommends using funds from TIF District 17 bond revenues to fund the design services as
34 well as the costs for the actual construction of the traffic signals.

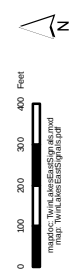
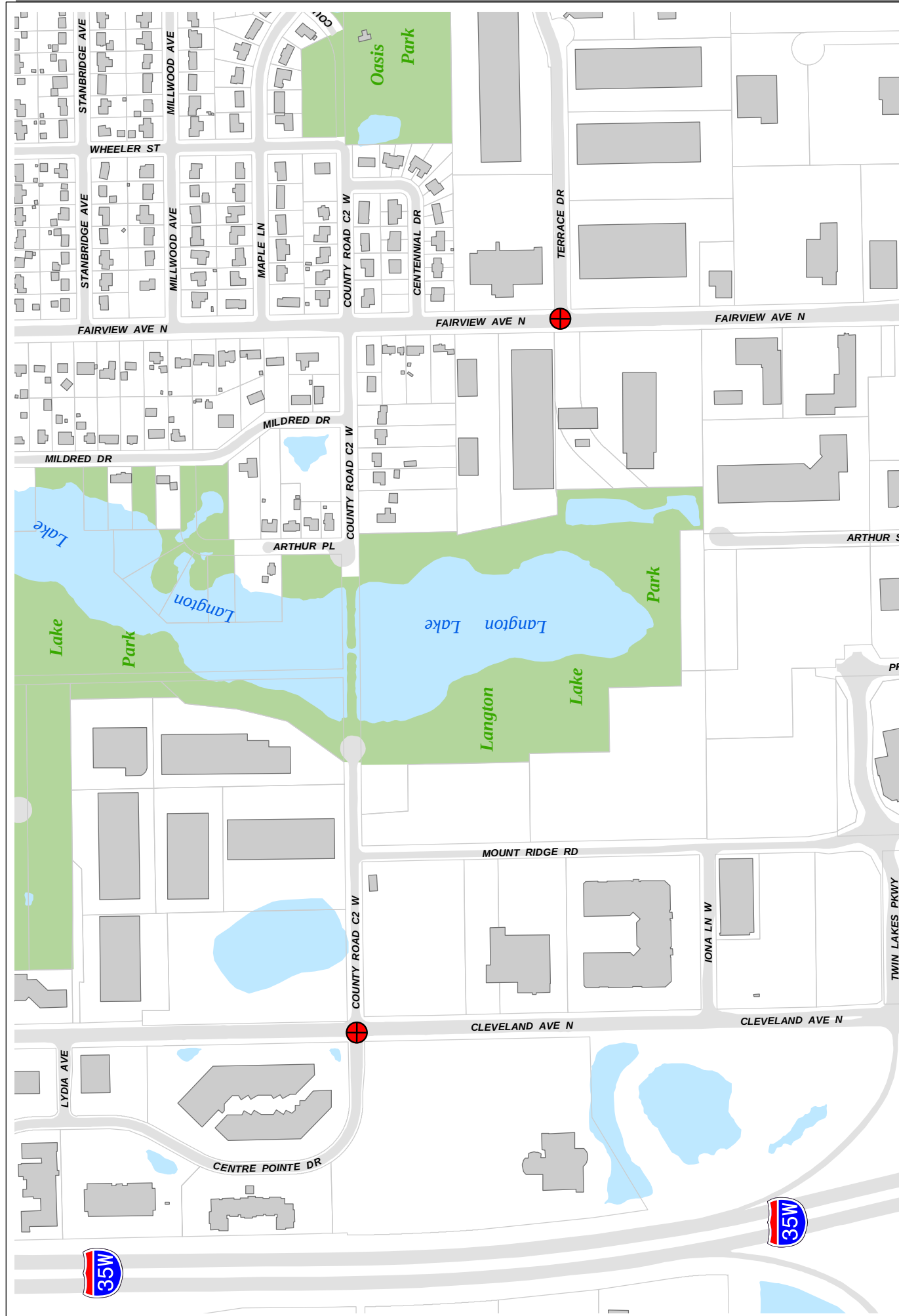
35 **STAFF RECOMMENDATION**

36 Staff recommends the Council award a professional services contract with SRF Consulting
37 Group for the Twin Lakes Area Traffic Signals in the amount of \$49,951.

38 **REQUESTED COUNCIL ACTION**

39 Award a professional services contract with SRF Consulting Group for the Twin Lakes Area
40 Traffic Signals in the amount of \$49,951.

Prepared by: Marc Culver, Public Works Director
Attachments: A: Figure
B: Design Services Contract



DISCLAIMER: The information on this map was prepared by the Roseville Engineering Department. The information is provided for informational purposes only and is not intended to be used for any other purpose. The information is provided as is, without any warranty, express or implied. The information is not to be used for any purpose other than that for which it was prepared. The information is not to be used for any purpose other than that for which it was prepared. The information is not to be used for any purpose other than that for which it was prepared.

Twin Lakes Area Traffic Signals

Project Location



Prepared by:
Engineering Department
October 21, 2015

Standard Agreement for Professional Services

Standard Agreement for Professional Services Twin Lakes Area Traffic Signals City Project Number 16-12

This Agreement ("Agreement") is made on the _____ day of November, 2015, between the City of Roseville, a municipal corporation (hereinafter "City"), and SRF Consulting Group Inc., a Corporation (hereinafter "Consultant").

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of consultants to provide a variety of professional services for City projects. That policy requires that persons, firms or corporations providing such services enter into written 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 Consultant.

The City and Consultant agree as follows:

1. **Scope of Work Proposal.** The Consultant 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 Scope shall include the Work Tasks as indicated within Exhibit "A". The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Consultant.
2. **Term.** The term of this Agreement shall be from November 1, 2015, through December 31st, 2017, the date of signature by the parties notwithstanding.
3. **Compensation for Services.** The City agrees to pay the Consultant \$49,951 as compensation for tasks performed as described in Exhibit A 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 Consultant 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 Consultant when required by the complex or specialized nature of the Work when authorized in writing by the City. The Consultant 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 Representative and Special Requirements:**
 - A. The City Engineer 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 Consultant of such change in writing.
 - B. 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 B

attached hereto. The parties agree that such special conditions and requirements are incorporated into and made a binding part of this Agreement and the Consultant agrees to perform the Work in accordance with, and that this Agreement shall be subject to, the conditions and requirements set forth in Exhibit B (none attached).

5. **Method of Payment.** The Consultant 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. For Work reimbursed on an hourly basis, the Consultant shall indicate for each employee, his or her name, job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due for each project task. For all other Work, the Consultant shall provide a description of the Work performed and the period to which the invoice applies. For reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an itemized listing and such documentation of such expenses as is reasonably required by the City. 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.
 - B. To receive any payment pursuant to this Agreement, the invoice must include the following statement dated and signed by the Consultant: "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 Consultant 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 Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services performed prior to the delivery upon the Consultant of the written notice from the City of such suspension.
 - B. The Consultant 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 3B above.
6. **Project Manager and Staffing.** The Consultant has designated Steve Miller and Mike Turner ("Project Contacts") 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 Consultant as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. The Consultant may not remove or replace the Project Contacts without the prior approval of the City.
7. **Standard of Care.** All Work performed by the Consultant 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 Consultant under this Agreement which the City requests to be kept confidential

shall not be made available by the Consultant to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Consultant 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 Consultant 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 Consultant.

9. **Termination.** This Agreement may be terminated at any time by the City, with or without cause, by delivering to the Consultant at the address of the Consultant set forth in Provision 26 below, a written notice at least ten (10) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the Consultant shall be paid for services rendered (and reimbursable expenses incurred if required to be paid by the City under this Agreement) by the Consultant through and until the date of termination so long as the Consultant is not in default under this Agreement. If the City terminates this Agreement because the Consultant is in default of its obligations under this Agreement, no further payment shall be payable or due to the Consultant 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 consultant to undertake or complete the Work to be performed hereunder.
10. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. The Consultant shall promptly pay any subcontractor involved in the performance of this Agreement as required by the State Prompt Payment Act.
11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
12. **Non-Discrimination.** During the performance of this Agreement, the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant not specifically provided for herein shall be paid by the City.

15. **Compliance with Laws and Regulations.** The Consultant shall abide with all applicable federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work.

The Consultant 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 Consultant 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 Consultant agrees to defend, indemnify and hold the City, and its mayor, council members, officers, agents, employees and representatives harmless from and against all liability, claims, damages, costs, judgments, losses and expenses, including but not limited to reasonable attorney's fees, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its officers, agents, employees, contractors and/or subcontractors or any other person or entity for whom the Consultant is legally liable 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 Consultant 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 Consultant or by any subcontractor of the Consultant, 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 Consultant's coverage shall be primary and noncontributory in the event of a loss.

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

Worker's Compensation:	Statutory Limits
Commercial General Liability:	\$1,000,000 per occurrence \$1,000,000 general aggregate \$1,000,000 products – completed operations aggregate \$5,000 medical expense
Comprehensive Automobile Liability:	\$1,000,000 combined single limit (shall include coverage for all owned, hired and non-owned 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. During the entire term of this Agreement, and for such period of time thereafter as is necessary to provide coverage until all relevant statutes of limitations pertaining to the Work have expired, and as long as coverage is commercially available and reasonably affordable, the Consultant shall procure, maintain and pay for professional liability insurance, satisfactory to the City, which insures the payment of damages for liability arising out of the performance of professional services for the City, in the insured's capacity as the Consultant, if such liability is caused by the negligent acts, errors, and omissions, of the insured or any person or organization for whom the insured is liable. Said policy shall provide an aggregate limit of at least \$2,000,000.00.

E. The Consultant shall maintain in effect all insurance coverages required under this Provision 18 at Consultant'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, except the Professional Liability Insurance Policy, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);
- (ii) All policies, except the Professional Liability Insurance Policy and the Worker's Compensation Policy, shall name "the City of Roseville" as an additional insured;
- (iii) All policies, except the Professional Liability Insurance Policy and the Worker's Compensation Policy, shall insure the defense and indemnify obligations assumed by Consultant under this Agreement; and
- (iv) All policies shall contain a provision that coverages afforded thereunder shall not be canceled, 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 Consultant'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 Consultant's Work. Such documents evidencing insurance shall be in a form acceptable to the City and shall provide satisfactory evidence that the Consultant has complied with all insurance requirements. Renewal certificates shall be provided to the City 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 Consultant of any deficiencies in such documents, and receipt thereof shall not relieve the Consultant from, nor be deemed a waiver of, the City's right to enforce the terms of the Consultant's obligations hereunder. The City reserves the right to examine any policy provided for under this Provision 18.

19. **Ownership of Documents.** All plans, diagrams, analysis, reports and information created and paid for by Consultant in the performance of its obligations under this Agreement (“Information”) are instruments of service in respect to Consultant’s services, shall become the property of the City, but the Consultant 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 Consultant for such use. The Consultant 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. Notwithstanding the above paragraph, work papers, proprietary information, processes, methodologies, know-how and software (“Engineering Data”) previously belonging or licensed to Engineer and used to perform Consulting’s Services shall remain the property of Consultant. Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse at the direction of the Consultant), whether or not the Project is completed. To the extent the services perform by Consultant contain Engineering Data, Consultant hereby grants to City a non-exclusive, non-assignable, royalty-free, irrevocable license to use such Engineering Data for the purposes set forth herein, subject to the following limitation: City acknowledges that such Engineering Data are not intended or represented to be suitable for use or reuse by City on extension of the Project or on any other project without written verification or adaptation by Consultant and such reuse or modification of the Engineering Data without the written verification or adaptation by Consultant shall be done at the City’s sole risk and without liability to Consultant.
20. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of 90 days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. The cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Roseville unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a Mediated Settlement Agreement, which Agreement shall be enforceable as a settlement in any court having jurisdiction thereof.
21. **Annual Review.** Prior to January 1st of each year of this Agreement, the City shall have the right to conduct a review of the performance of the Work performed by the Consultant under this Agreement. The Consultant 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 Consultant relative to the remaining Work to be performed by the Consultant under this Agreement.
22. **Conflicts.** 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.
23. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.
24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

25. **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.

26. **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 an officer of the Consultant if such notice is to be given to the Consultant, 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 55113 Attn:
 City Manager

If to Consultant: _____

Attn: _____

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.

27. **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:

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

SRF Consulting Group, Inc.

By: _____

Its: _____

SRF Consulting Group, Inc.

Client: CITY OF ROSEVILLE

Project: Signal System Implementation at County Road C2/Cleveland Avenue and Twin Lakes Parkway /Fairview Avenue

Work Tasks and Person-Hour Estimates



P15770

Subconsultants:

<u>TASK NO.</u>	<u>SUMMARY OF TASKS</u>
1.0	PROJECT MANAGEMENT
2.0	DATA COLLECTION & UTILITY COORDINATION
3.0	BIDDING ADMINISTRATION
4.0	PERMITTING
5.0	IN-CONSTRUCTION SERVICES
6.0	TRAFFIC SIGNAL DESIGN - FAIRVIEW AVE/TWIN LAKE PARKWAY AND CLEVELAND AVENUE/CR C2

Project Overview:
This project includes design and construction of a signalized interestion at Fairview Avenue and Twin Lakes Parkway /Terrace Lane. The project also includes signal design and construction at the intersection of County Road C2 and Cleveland Avenue.

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: CITY OF ROSEVILLE
 Project: Signal System Implementation at County Road C2/Cleveland Avenue
 and Twin Lakes Parkway /Fairview Avenue



P15770

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
	<u>Assumptions:</u> - A feasibility study will not be required for this project. - Project duration: from authorization to proceed to construction completion (October 2015 to September 2016). - Design Phase: October 2015 through March 2016 - Bidding Phase: March 2016 through April 2016 (2 weeks to execute CDs) - Construction Phase: May 1, 2016 through September 1, 2016 - Construction Completion Date: August 1, 2016									
1.0	PROJECT MANAGEMENT									
	<u>Assumptions:</u> Project management will include work necessary for communication and completion of the project tasks on time and within budget.									
1.1	Perform day to day Project Management & Administration, including scheduling and project management.	2	10	0	0	0	0	0	12	\$1,810
1.2	Ongoing phone and email communications and coordination with city staff during the duration of the project.	0	10	0	0	0	0	0	10	\$1,430
1.3	Quality Assurance/Quality Control ("QA/QC"). SRF will perform QA/QC functions throughout the Project duration to ensure delivery of a quality product in accordance with the Project Schedule.	0	5	0	0	0	0	0	5	\$715
1.4	Meetings: Assume 2 coordination meetings with City staff at City Hall; includes kick-off meeting. (1 staff-2 hours each includes travel time)	0	4	0	0	0	0	0	4	\$572
	SUBTOTAL - TASK 1	2	29	0	0	0	0	0	31	\$4,527
2.0	DATA COLLECTION & UTILITY COORDINATION									
	<u>Assumptions:</u> Supplementing mapping in non-critical areas using GIS or digitizing aerial imagery is considered sufficient level of detail. Survey and mapping obtained previously at Fairview Avenue and Twin Lakes Pkwy/Terrace Lane is sufficient to complete base mapping at that location.									
	<u>Client Deliverables:</u> Provide record drawings for developed areas of the project.									
2.1	Perform topographic survey at the Cleveland Avenue and CR C2 intersection for signal.	0	4	10	0	0	0	0	14	\$1,752
2.2	Base File Mapping									
	- Resource and supplement base mapping for project using previously obtained data.	0	0	0	0	8	0	0	8	\$688

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: CITY OF ROSEVILLE
 Project: Signal System Implementation at County Road C2/Cleveland Avenue
 and Twin Lakes Parkway /Fairview Avenue



P15770

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
2.3	Utility Coordination									
	- Set up a Gopher State One Call (GSOC) for the project area	0	0	0	0	4	0	0	4	\$344
	- Review received utility as-builts	0	0	0	0	4	0	0	4	\$344
	- Compile as-built information into project basefiles and planset.	0	0	0	0	6	0	0	6	\$516
	- Arrange, prepare, attend and facilitate two utility coordination meetings as required by Minnesota Statute	0	0	0	0	2	0	0	2	\$172
	SUBTOTAL - TASK 2	0	4	10	0	24	0	0	38	\$3,816
3.0	BIDDING ADMINISTRATION									
3.1	Prepare and post Advertisement for Bids to 2 publications per State Statute	0	3	0	0	0	0	0	3	\$429
3.2	Prepare and post Project Manual on Quest CDN	0	25	0	0	0	0	0	25	\$3,575
3.3	Answer bidding questions, prepare addenda as necessary	0	10	0	0	0	0	0	10	\$1,430
3.4	Attend bid opening	0	4	0	0	0	0	0	4	\$572
3.5	Tabulate bids per State Statute	0	4	0	0	0	0	0	4	\$572
3.6	Make an award recommendation.	0	2	0	0	0	0	0	2	\$286
	SUBTOTAL - TASK 3	0	48	0	0	0	0	0	48	\$6,864
4.0	PERMITTING									
	<u>Client Deliverables:</u>									
	- The City will pay for all permitting.									
4.1	Ramsey County right of access permit.	0	0	0	0	4	0	0	4	\$344
	SUBTOTAL - TASK 4	0	0	0	0	4	0	0	4	\$344
5.0	IN-CONSTRUCTION SERVICES									
	<u>Assumptions:</u>									
	- Staking hours are for signals only. Assume May 1 to August 1, 2016 construction									
5.1	CONSTRUCTION STAKING	0	2	0	0	8	8	0	18	\$2,094
5.2	CONSTRUCTION OBSERVATION	2	8	0	0	60	0	0	70	\$6,684
	Conduct Preconstruction conference									
	Signal systems observation									
	- Attend necessary coordination meetings									
	- Coordinate survey staking									
	- Document in daily field diary									
	- Temporary and permanent erosion control									
	- Traffic control									
	- Measure and document pay items									
	- Coordinate and schedule materials testing									
	- Prepare monthly pay voucher									
	- Final Documentation									
	SUBTOTAL - TASK 5	2	10	0	0	68	8	0	88	\$8,778

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: CITY OF ROSEVILLE
 Project: Signal System Implementation at County Road C2/Cleveland Avenue
 and Twin Lakes Parkway /Fairview Avenue



P15770

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR_ASSOC.	ASSOCIATE	SR_PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
6.0	TRAFFIC SIGNAL DESIGN - FAIRVIEW AVE/TWIN LAKE PARKWAY AND CLEVELAND AVENUE/CR C2									
	<u>Assumptions:</u>									
	- Assumes a SJR (not an ICE) will be prepared for the Cleveland Avenue/CR C2 intersection, consistent with current MnDOT State Aid requirements.									
	- Hours include traffic data collection for the Cleveland Ave at CR C2 ICE.									
	- Assumes no temporary signal systems will be required at either intersection to facilitate staging and construction of the project.									
	- No interconnect will be required for the Cleveland Ave at CR C2 signal.									
	- Includes design of conduits and handholes or vaults for future interconnect along Fairview Ave between Twin Lakes parkway and County Road C within the project limits. Will not include fiber schematics or the inclusion of interconnect wire or fiber.									
	- Assumes partially completed signal design and SJR for Fairview Avenue and Twin Lakes Parkway will be further developed, completed, and included as part of this project. Plans and SJR will be modified to include any changes to geometrics.									
	<u>Client Deliverables:</u>									
	- Comments on Draft SJRs; comments on draft submittals of signal design.									
6.1	Signal Justification Report (SJR) - Cleveland Ave/CR C2	1	4	0	0	16	4	1	26	\$2,764
6.2	Finalize Signal Justification Report - Fairview Ave/Twin Lakes Parkway	0	4	0	0	4	0	0	8	\$916
6.3	Signal Design (P S & E) - Cleveland Ave/CR C2	2	18	0	0	35	75	2	132	\$16,596
6.4	Modify Signal Design (P S & E) - Fairview Ave/Twin Lakes Parkway	0	8	0	0	12	16	0	36	\$4,416
	<u>SRF Deliverables:</u>									
	SJRs; Permanent signal plans with details, Division SS special provisions and engineer's estimate to be incorporated into overall project construction documents submittals and final package.									
	SUBTOTAL - TASK 6	3	34	0	0	67	95	3	202	\$24,692
	TOTAL ESTIMATED PERSON-HOURS	7	125	10	0	163	103	3	411	
	AVERAGE HOURLY BILLING RATES	\$190	\$143	\$118	\$90	\$86	\$140	\$66		
	ESTIMATED LABOR AND OVERHEAD	\$1,330	\$17,875	\$1,180	\$0	\$14,018	\$14,420	\$198		\$49,021
	ESTIMATED DIRECT NON-SALARY EXPENSES									\$930
	TOTAL ESTIMATED FEE									\$49,951

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: CITY OF ROSEVILLE
 Project: Signal System Implementation at County Road C2/Cleveland Avenue
 and Twin Lakes Parkway /Fairview Avenue



P15770

<u>TASK NO.</u>	<u>TASK DESCRIPTION</u>	<u>PRINCIPAL</u>	<u>SR. ASSOC.</u>	<u>ASSOCIATE</u>	<u>SR. PROF</u>	<u>PROF.</u>	<u>TECHNICAL</u>	<u>CLERICAL</u>	<u>TOTALS</u>	<u>EST. FEE</u>
ESTIMATE OF DIRECT NON-SALARY EXPENSES:										
	MILEAGE: 20 trips x 40 miles	Personal Vehicles		800	Miles @	\$0.575				\$460
	REPRODUCTION:	Copy Duplication		200	Copies @	\$0.10				\$20
		Color Copies		0	Copies @	\$0.35				\$0
		Bond Prints		0	Prints @	\$6.00				\$0
		Mylar Prints		0	Prints @	\$12.00				\$0
				0	Copies @	\$1.00				\$0
	COURTHOUSE COPIES:									\$150
	PRINTING:									\$200
	SUPPLIES:	Survey Supplies								\$100
	COMMUNICATIONS:	Mail, Express, Etc.								\$0
										\$0
	SUBCONSULTANTS:									\$0
	ESTIMATED DIRECT NON-SALARY EXPENSES									<u>\$930</u>

SUMMARY OF COSTS:

	<u>PRINCIPAL</u>	<u>SR. ASSOC.</u>	<u>ASSOCIATE</u>	<u>SR. PROF</u>	<u>PROF.</u>	<u>TECHNICAL</u>	<u>CLERICAL</u>	<u>TOTALS</u>
1.0 PROJECT MANAGEMENT	\$ 380	\$ 4,147	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,527
2.0 DATA COLLECTION & UTILITY COORDINATION	\$ -	\$ 572	\$ 1,180	\$ -	\$ 2,064	\$ -	\$ -	\$ 3,816
3.0 BIDDING ADMINISTRATION	\$ -	\$ 6,864	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,864
4.0 PERMITTING	\$ -	\$ -	\$ -	\$ -	\$ 344	\$ -	\$ -	\$ 344
5.0 IN-CONSTRUCTION SERVICES	\$ 380	\$ 1,430	\$ -	\$ -	\$ 5,848	\$ 1,120	\$ -	\$ 8,778
6.0 TRAFFIC SIGNAL DESIGN - FAIRVIEW AVE/TWIN LAKE PARKWAY AND CLEVELAND AVENUE/CR C2	\$ 570	\$ 4,862	\$ -	\$ -	\$ 5,762	\$ 13,300	\$ 198	\$ 24,692
								<u>\$49,021</u>

REQUEST FOR COUNCIL ACTION

Date: November 9, 2015
Item No.: 8.f

Department Approval



City Manager Approval



Item Description: Adopt a Resolution to Accept the Work Completed and Authorize Final Payment on the Fairview Pathway Project (aka Northeast Suburban Campus Connector Bike/ Pedestrian Project) - Phase II

BACKGROUND

On August 27, 2012 the City Council awarded the Fairview Pathway Project (aka Northeast Suburban Campus Connector Bike/ Pedestrian Project)- Phase II to T. A. Schifsky & Sons, Inc., of North St. Paul, Minnesota. Work completed under the contract totaled \$601,815.33. T. A. Schifsky & Sons, Inc. successfully completed the majority of the work in 2013 however the contract was held open for items related to landscaping warranties. The Fairview Pathway Project- Phase 1 included the following work:

- Construction of a sidewalk along the north side of Larpenteur Avenue between Cleveland Ave and Coffman Ave in Falcon Heights.
- Construction of segments of sidewalk along the east side of Fairview Ave between County Road B and the Fairview entrance into Rosedale.
- Reconstruction of the sidewalk along the west side of Fairview Ave between Gluek Lane and the Fairview entrance into Rosedale.
- Upgrading all signal systems to meet ADA standards, including audible pedestrian countdown timers and truncated dome pedestrian ramps.

The original awarded contract price for this project was \$583,392.63. There were three supplemental agreements that increased the contract price to \$634,918.56. The supplemental agreements were needed to address additional signal equipment requirements as well as additional pedestrian ramp improvements that were necessary to meet State and County requirements.

This project marks the end of a very impressive partnership with the City of Falcon Heights, the University of Minnesota and the City of Roseville to improve bike and pedestrian facilities around Rosedale and the University and points between. Staff will look to build on this success in future federal aid applications.

POLICY OBJECTIVE

City policy requires that the following items be completed to finalize a construction contract:

- Certification from the City Engineer verifying that all of the work has been completed in accordance with plans and specifications.
- A resolution by the City Council accepting the contract and beginning the one-year warranty.

30 **FINANCIAL IMPACTS**

31 The final contract amount, \$601,815.33, is \$18,422.70 more than the awarded amount of
32 \$583,392.63, but \$30,103.23 lower than the final contract price of. This represents an increase in
33 the contract of 3.2%. The cost increase is due to additional signal components that were required
34 to upgrade the signal systems and additional pedestrian ramps that were required to be
35 reconstructed to meet state design requirements. This project was funded 100% with Federal
36 funds received through Transit for Livable Communities, Non-Motorized Transportation Pilot
37 Program which the City applied for in 2008 and was awarded in 2009.

38 This was Phase II of a larger overall project. Phase I was completed in 2012 and final payment
39 was made in 2014. The total project between both phases was \$1,362,272.01, of which
40 \$1,121,815.33 was funded with federal funds, \$11,237.38 from the City of Falcon Heights,
41 \$84,767.24 from the University of Minnesota and the remaining \$144,452.06 by the City of
42 Roseville.
43

44 **STAFF RECOMMENDATION**

45 The work was completed in accordance with project plans and specifications, staff recommends
46 the City Council approve a resolution accepting the work completed as the Fairview Pathway
47 Project (aka Northeast Suburban Campus Connector Bike/ Pedestrian Project)- Phase II, and
48 authorizing final payment.

49 **REQUESTED COUNCIL ACTION**

50 Approve the resolution accepting the work completed as Fairview Pathway Project (aka
51 Northeast Suburban Campus Connector Bike/ Pedestrian Project)- Phase II and authorizing final
52 payment.

Prepared by: Marc Culver, Public Works Director
Attachments: A: Resolution
B: Certification from City Engineer
C: Project Map

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 9th day of November, 2015, at 6:00 p.m.

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

Councilmember introduced the following resolution and moved its adoption:

**FINAL CONTRACT ACCEPTANCE
FAIRVIEW PATHWAY PROJECT (NORTHEAST SUBURBAN CAMPUS
CONNECTOR BIKE/PEDESTRIAN PROJECT)- PHASE II**

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

WHEREAS, pursuant to a written contract signed with the City on August 27, 2012, T. A. Schifsky & Sons, Inc., of North St. Paul, Minnesota has satisfactorily completed the improvements associated with the Fairview Pathway Project (aka Northeast Suburban Campus Connector Bike/ Pedestrian Project)- Phase II contract.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, MINNESOTA, that the work completed under said contract is hereby accepted and approved; and

BE IT FURTHER RESOLVED: That the City Manager is hereby directed to issue a proper order for the final payment of such contract, taking the contractor's receipt in full; and

BE IT FURTHER RESOLVED: That the one year warranty period as specified in the contract shall commence on November 10, 2015.

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

WHEAREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 9th day of November, 2015, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 9th day of November, 2015.

Patrick Trudgeon, Interim City Manager

(SEAL)



November 4, 2015

TO THE CITY COUNCIL, CITY OF ROSEVILLE, MINNESOTA

RE: Fairview Pathway Project
(aka Northeast Suburban Campus Connector Bike/ Pedestrian Project)- Phase II
Contract Acceptance and Final Payment

Dear Council Members:

I have observed the work executed as a part of the Fairview Pathway Project (aka Northeast Suburban Campus Connector Bike/ Pedestrian Project)- Phase II. I find that this contract has been fully completed in all respects according to the plans, specifications, and the contract. I therefore recommend that final payment be made from the improvement fund to the contractors for the balance on the contract as follows:

Original Project amount (based on estimated quantities)	\$583,392.63
Change Orders/Supplemental Agreements	\$51,525.93
Final Contract Amount	\$634,918.56
Actual amount due (based on actual quantities)	\$601,815.33
Previous payments	\$595,815.33
Balance Due	\$6,000.00

Please let me know if you have any questions or concerns with the information presented on this project.

Sincerely,

Marcus J. Culver, P.E.
Public Works Director

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 11/9/2015

Item No.: 8.g

Department Approval

Timothy O'Neill

City Manager Approval

Samuel Trueman

Item Description: Consider Authorizing Use of HGACBuy Program For Purchase Of New Self-Contained Breathing Apparatus (SCBA)

BACKGROUND

Houston-Galveston Area Council (HGAC) is a unit of local government and a political subdivision of the State of Texas. The HGACBuy Program is over 30 years old and specializes in high ticket, capital intensive products and services that require technical, detailed specifications and extensive professional skills to evaluate bid responses.

On July 22, 2013 Roseville City Council approved membership in the Interlocal Contract to join HGACBuy Program.

The City of Roseville currently has an active Interlocal contract for cooperative purchasing in which the Fire Department is interested in using for the selection and purchase of its new SCBAs scheduled for replacement in 2016.

The Fire Department has a replacement budget and funding within the Capital Improvement Plan (CIP) for the scheduled replacement of SCBAs. The current budget for replacement of the SCBAs is \$350,000. While this amount is the budgeted amount, due to reduced staffing and the development of a more full-time based Fire Department, we are prepared to fully revamp replace our SCBA system for about \$260,000, which results in about \$90,000 of savings of the original budgeted amount.

Replacing SCBAs requires months of product research, department input, and finding a product which will meet the specialized need and use of the Fire Department staff and our day-to-day operation.

Therefore, we believe we will be better positioned using the HGACBuy Program to assure we are able to purchase the best replacement apparatus for our Department rather than utilizing the lowest bid process for purchase.

The Fire Department will seek Council approval for the final purchase amount and purchase contract prior to placing the order.

32 **FINANCIAL IMPACTS**

33 There are no financial impacts associated with the use of this purchasing program.

34 **STAFF RECOMMENDATION**

35 Staff recommends Council approve the Fire Department's use of the HGACBuy Program for
36 purchase of new SCBAs.

37 **REQUESTED COUNCIL ACTION**

38 Authorize the Fire Department to use the HGACBuy Program for purchase of the replacement of
39 SCBAs.

40

41

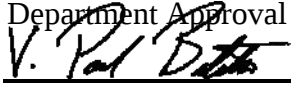
42

Prepared by: Timothy O'Neill, Fire Chief

REQUEST FOR COUNCIL ACTION

DATE: 11/9/2015
ITEM NO: 8.h

Department Approval



City Manager Approval



Item Description: Confirm Acquisition of Properties Located at County Road C and Victoria Street and Disposal of Property Located at 2668 Lexington Avenue are Consistent with Roseville Comprehensive Plan

BACKGROUND

Minnesota Statute 462.356 establishes how a City is to effect or realize the goals of its Comprehensive Plan once adopted. This particular statute actually precedes the requirement to adopt a zoning code that reinforces the Comprehensive Plan, and it requires the City's "planning agency" to review all proposals by the City (or a "special district or agency thereof") to acquire or dispose of land and make findings as to the compliance of the acquisition or disposal with the Comprehensive Plan. For Roseville, the Planning Commission is the "planning agency" identified in the statute.

The City of Roseville has had a long term agreement with the Roseville Area Schools District 623 to operate ballfields on District owned land at County Road C and Victoria. The School District made a decision that the former school property is now excess property and entered into an agreement with United Properties to develop a portion of the site as high density residential, which is as the property is guided. The City has been negotiating with United Properties to purchase the Owasso Ballfields site to preserve its historic use for Parks and Recreation purposes.

As part of the negotiation process, it has been proposed that the City-owned lot at 2668 Lexington Avenue be sold to United Properties for inclusion in the proposed Cherrywood Pointe assisted living project that was before the Planning Commission recently.

REVIEW OF COMPREHENSIVE PLAN

The Owasso Ballfields are guided for Park/Open Space on the Comprehensive Plan, which is the purpose that the City is trying to maintain with this proposed purchase. If the City did not purchase this property for Park and Recreation purposes, it is assumed it would also be put on the market for development. If that were to occur, a developer would likely find it very difficult to identify a viable private development use that could comply with the Parks/Open Space land use designation.

The City-owned lot on Lexington is guided High Density Residential. The proposed Cherrywood Pointe project that this sale would facilitate is a High Density Residential use. The City-owned lot is too small (approximately 0.3 acres) to support a High Density Residential use on its own and therefore must be combined with adjacent lots in order to implement the guidance in the Comprehensive Plan.

RECOMMENDED ACTION

32 **Pass a motion to receive the report of the Planning Commission's findings that the**
33 **proposed acquisition and disposal of the subject parcels is in compliance with the 2030**
34 **Comprehensive Plan.**

35 **ALTERNATIVE ACTIONS**

36 **Pass a motion to table the item for future action.** Tabling will have no impact on meeting the
37 statutory requirement, as it merely mandates that the Planning Commission's findings be
38 reported to the City Council within 45 days of its review. The statute does not require the City
39 Council to accept or take any action based on the report.

40 **Pass a motion to reject the report.** This, too, will have no impact on meeting the statutory
41 requirement, as it merely mandates that the Planning Commission's findings be reported to the
42 City Council within 45 days of its review. The statute does not require the City Council to accept
43 or take any action based on the report.

Prepared by: Senior Planner Bryan Lloyd
651-792-7073 | bryan.lloyd@ci.roseville.mn.us

Attachments: A: Area map

B: Planning Commission minutes



REQUEST FOR PLANNING COMMISSION DISCUSSION

DATE: 10/7/2015

ITEM NO: 5

Division Approval

Agenda Section

DISCUSSION ITEM

Item Description: Review the contemplated acquisition of property containing the ballfields at County Road C and Victoria Street and the contemplated disposal of the high-density residential lot at 2668 Lexington Avenue by City of Roseville.

1 BACKGROUND

2 Minnesota Statute 462.356 establishes how a City is to effect or realize the goals of its
3 Comprehensive Plan once adopted. This particular statute actually precedes the requirement to
4 adopt a zoning code that reinforces the Comprehensive Plan, and it requires the City's "planning
5 agency" to review all proposals by the City (or a "special district or agency thereof") to acquire
6 or dispose of land and make findings as to the compliance of the acquisition or disposal with the
7 Comprehensive Plan. For Roseville, the Planning Commission is the "planning agency"
8 identified in the statute.

9 The City of Roseville has had a long term agreement with the Roseville Area Schools District
10 623 to operate ballfields on District owned land at County Road C and Victoria. The School
11 District made a decision that the former school property is now excess property and entered into
12 an agreement with United Properties to develop a portion of the site as high density residential,
13 which is as the property is guided. The City has been negotiating with United Properties to
14 purchase the Owasso Ballfields site to preserve its historic use for Parks and Recreation
15 purposes.

16 As part of the negotiation process, it has been proposed that the City-owned lot at 2668
17 Lexington Avenue be sold to United Properties for inclusion in the proposed Cherrywood Pointe
18 assisted living project that was before the Planning Commission recently.

19 REVIEW OF COMPREHENSIVE PLAN

20 The Owasso Ballfields are guided for Park/Open Space on the Comprehensive Plan, which is the
21 purpose that the City is trying to maintain with this proposed purchase. If the City did not
22 purchase this property for Park and Recreation purposes, it is assumed it would also be put on
23 the market for development. If that were to occur, a developer would likely find it very difficult
24 to identify a viable private development use that could comply with the Parks/Open Space land
25 use designation.

26 The City-owned lot on Lexington is guided High Density Residential. The proposed Cherrywood
27 Pointe project that this sale would facilitate is a High Density Residential use. The City-owned
28 lot is too small (approximately 0.3 acres) to support a High Density Residential use on its own
29 and therefore must be combined with adjacent lots in order to implement the guidance in the
30 Comprehensive Plan.

RCA Exhibit A

31 **RECOMMENDATION**

32 Based on the comments outlined in this report, Planning Division staff believes that the proposed
33 acquisition of the ballfields property to ensure continued operation of the recreational facility
34 and disposal of the high-density residential parcel to allow its appropriate development is in
35 compliance with the Comprehensive Plan.

36 **SUGGESTED ACTION**

37 **By motion, indicate the Commission's determination that the proposed acquisition and**
38 **disposal of the subject parcels is in compliance with the 2030 Comprehensive Plan,** based on
39 the comments and recommendation of this report.

Prepared by: Senior Planner Bryan Lloyd
651-792-7073 | bryan.lloyd@cityofroseville.com

Attachments: A: Area map

District 4

Planning District 4 begins at Lexington Avenue on the west, ends at the shoreline of Lake Owasso on the east, and is bounded by County Road D on the north and County Road C on the south.

Land-Use Issues

The park and lakefront make District 4 a desirable residential setting. The Comprehensive Plan supports the existing land-use pattern.

Future Land Use

The majority of the district continues to be guided for low-density residential. Infill and redevelopment should be compatible with the surrounding neighborhood.

Medium- and high-density housing form edges along County Road C and Lexington Avenue.



City-Owned Property

Ballfield Property

6. Discussion Item

Review the contemplated acquisition of property containing the ballfields at County Road C and Victoria Street; and the contemplated disposal of the High Density Residential (HDR) lot at 2668 Lexington Avenue by the City of Roseville

Prior to considering this item, Member Murphy noted his previous concern related to recusing himself from discussions on any United Properties' land use issues based on his involvement on the board at Cherrywood Point, another United Property, and any perceived conflict of interest. However, since then, Member Murphy advised that, following consultation with the City Attorney for an informal ethics opinion, he had advised that since this discussion item was not directly from United Properties but consideration of their comprehensive plan put forward, without any individual gain for Member Murphy, the City Attorney agreed that there was no conflict. Member Murphy advised that the City Attorney suggested, if there was any concern with the remainder of the Planning Commission in Member Murphy's participation as a Senior Cooperative Director occasional doing business with United Properties, they could advise him if they were uncomfortable with his participation and he could respond accordingly.

By consensus of the Commission when polled, Member Murphy was asked to remain and participate in this discussion and any action taken.

Community Development Director Bilotta briefly reviewed the City's contemplated acquisition of property containing the Owasso ballfields at County Road C and Victoria Street and its contemplated disposal of the HDR lot located at 2668 Lexington Avenue for access to the United Properties development.

Chair Boguszewski inquired whether anyone in attendance wished to comment on this item at 10:16 p.m.; no one spoke for or against.

MOTION

Member Bull moved, seconded by Member Gitzen the Planning Commission's review and ratification of the City Council's disposal of subject parcels in compliance with the 2030 Comprehensive Plan; based on the comments, findings and recommendations of the staff report dated October 7, 2015.

At the request of Chair Boguszewski, Mr. Bilotta confirmed that Independent School District 623 would serve to benefit from an affirming vote by the Commission tonight, specific to cash value of the property.

With that confirmation, Chair Boguszewski stated that as a current candidate for the I.S.D. 623 School Board, he would recuse himself from the actual vote, but would continue to serve in his role as Chair of the Planning Commission.

Ayes: 6

Nays: 0

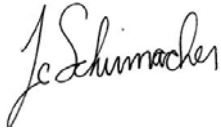
Abstentions: 1 (Boguszewski)

Motion carried.

REQUEST FOR COUNCIL ACTION

Date: 11/09/15
Item No.: 8.i

Department Approval



City Manager Approval



Item Description: Certify Unpaid Utility and Other Charges to the Property Tax Rolls

BACKGROUND

As authorized by City Code, Sections 506, 801, 802, and 906, the City annually certifies to the County Auditor any unpaid false alarm, water, sewer, and other charges that are in excess of 90 days past due, for collection on the following year's property taxes. Affected property owners are provided a hearing to dispute any charges against their property.

Beginning in 2010, the City Council began approving certifications for delinquent utilities on a quarterly basis. This ensures that any unpaid utilities are brought to the attention of new property owners in a more timely fashion. It will also allow the City to record a lien against the property in the event that a property goes into foreclosure and/or is being prepared for sale for other reasons.

Attached is the current list of delinquent charges. Payments (along with accrued interest) received in the Finance Office prior to December 4th 2015 will be accepted and not levied on the 2016 property taxes.

POLICY OBJECTIVE

Certifying delinquent charges are required under City Code.

FINANCIAL IMPACTS

Not applicable.

STAFF RECOMMENDATION

Staff recommends approval of the attached resolution levying unpaid utility and other charges for collection on the property taxes.

REQUESTED COUNCIL ACTION

Motion adopting the resolution approving the certification of unpaid utility and other charges to the County Auditor for collection on the property taxes.

Prepared by: Jason Schirmacher, Assistant Finance Director

Attachments: A: Resolution approving the certification of unpaid utility and other charges to Ramsey County
B: List of Delinquent Accounts - also noted as Schedule A on the Resolution

27 **EXTRACT OF MINUTES OF MEETING OF THE**
28 **CITY COUNCIL OF THE CITY OF ROSEVILLE**
29

30 * * * * *
31

32 Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville,
33 County of Ramsey, Minnesota was duly held on the 9th day of November, 2015 at 6:00 p.m.
34

35 The following members were present:
36 and the following were absent:
37

38 Member introduced the following resolution and moved its adoption:
39

40 **RESOLUTION _____**
41

42 **RESOLUTION DIRECTING THE COUNTY AUDITOR TO**
43 **LEVY UNPAID WATER, SEWER AND OTHER CITY CHARGES FOR PAYABLE 2015 or**
44 **BEYOND**
45

46 WHEREAS, the City Code of the City of Roseville, Sections 506, 801, 802, and 906 provides that the
47 City may certify to the County Auditor the amounts of unpaid sewer, water, and other charges to be
48 entered as part of the tax levy on said premises:
49

50 NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Roseville, Minnesota, as
51 follows:
52

53
54 1. Exhibit "A" attached hereto and made a part thereof by reference is a list of parcels of real
55 property lying within the City limits which are served by the City of Roseville, and on which there are
56 unpaid city water, sewer, and other charges as shown on the attached Schedule A.
57

58 2. The Council hereby certifies said list and requests the Ramsey County Auditor to include in the
59 real estate taxes due the amount set forth in Schedule A.
60

61 The motion for the adoption of the foregoing resolution was duly seconded by member and upon
62 a vote being taken thereon, the following voted in favor thereof:
63

64 and the following voted against the same:
65

66 WHEREUPON, said resolution was declared duly passed and adopted.
67

68 State of Minnesota)
69) SS
70 County of Ramsey)
71

72 I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State
73 of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of
74 minutes of a regular meeting of said City Council held on the 9th day of November , 2015 with the
75 original thereof on file in my office.

76
77 WITNESS MY HAND officially as such Manager this 9th day of November, 2015.
78

79
80 _____
81 Patrick Trudgeon
82 City Manager
83

84 Seal
85

Schedule A

More than 90 days past due
as of 5/31/2015

Delinquent Accounts 4th Qtr 2015
and Other Charges
for 2016 Tax Year

City of Roseville, MN
11/09/2015

PIN	SERVICE ADDRESS	\$ AMOUNT TO COLLECTIONS	COLLECTIONS + \$2.00 FEE
142923440027	1755 ALAMEDA ST	\$ 169.61	\$ 171.61
092923110027	2550 ALDINE ST	\$ 133.09	\$ 135.09
032923240061	2903 ALBERT ST	\$ 144.79	\$ 146.79
142923410072	1844 ALTA VISTA DR	\$ 116.37	\$ 118.37
032923220038	3014 ARONA ST	\$ 175.99	\$ 177.99
152923230037	1970 ASBURY ST	\$ 223.62	\$ 225.62
152923230007	1994 ASBURY ST	\$ 167.85	\$ 169.85
152923230003	2026 ASBURY ST	\$ 32.14	\$ 34.14
032923230071	2938 ASBURY ST	\$ 140.89	\$ 142.89
022923120044	3105 AVON ST	\$ 54.33	\$ 56.33
092923120042	2552 BEACON ST	\$ 105.79	\$ 107.79
142923110033	650 BELMONT LN	\$ 120.66	\$ 122.66
102923240009	1401 BROOKS AVE	\$ 20.05	\$ 22.05
132923120016	311 BURKE AVE	\$ 205.30	\$ 207.30
152923210038	1398 BURKE AVE	\$ 159.27	\$ 161.27
142923340020	1756 CHATSWORTH ST	\$ 63.81	\$ 65.81
142923320010	1849 CHATSWORTH ST	\$ 154.98	\$ 156.98
092923110036	2591 CHARLOTTE ST	\$ 105.79	\$ 107.79
082923440028	2255 CLEVELAND AVE	\$ 144.79	\$ 146.79
042923220012	3080 CLEVELAND AVE	\$ 164.89	\$ 166.89
122923440025	247 W CO RD B	\$ 172.14	\$ 174.14
132923120084	320 W CO RD B	\$ 308.15	\$ 310.15
142923210075	964 W CO RD B	\$ 194.47	\$ 196.47
152923110005	1204 W CO RD B	\$ 142.04	\$ 144.04
152923210004	1378 W CO RD B	\$ 163.56	\$ 165.56
122923310085	492 W CO RD B2	\$ 116.37	\$ 118.37
032923230038	1501 W CO RD C2	\$ 133.09	\$ 135.09
132923240005	2006 COHANSEY BLVD	\$ 136.00	\$ 138.00
042923420005	1785 CENTENNIAL DR	\$ 117.49	\$ 119.49
132923430029	284 DIONNE AVE	\$ 221.80	\$ 223.80
172923140044	2145 DRAPER AVE	\$ 136.99	\$ 138.99
162923240068	1841 DRAPER DR	\$ 359.89	\$ 361.89
142923110053	630 ELDRIDGE AVE	\$ 116.57	\$ 118.57
142923110077	659 ELDRIDGE AVE	\$ 185.01	\$ 187.01
152923210065	1368 ELDRIDGE AVE	\$ 272.46	\$ 274.46
132923140007	249 ELMER ST	\$ 365.96	\$ 367.96
082923340043	2224 EUSTIS ST	\$ 105.79	\$ 107.79
042923220100	3099 EVELYN ST	\$ 203.84	\$ 205.84
092923330256	2246 FERRIS LN	\$ 129.18	\$ 131.18
162923110013	2064 FRY ST	\$ 69.10	\$ 71.10
092923120020	2586 FAIRVIEW AVE	\$ 105.79	\$ 107.79

Schedule A

More than 90 days past due
as of 5/31/2015

Delinquent Accounts 4th Qtr 2015
and Other Charges
for 2016 Tax Year

City of Roseville, MN
11/09/2015

042923310023	2785 FAIRVIEW AVE	\$	1,891.42	\$	1,893.42
042923240044	2903 FAIRVIEW AVE	\$	172.09	\$	174.09
172923210008	2096 FAIRWAYS LN	\$	234.69	\$	236.69
132923310089	491 GLENWOOD AVE	\$	267.89	\$	269.89
152923440040	1200 GARDEN AVE	\$	136.00	\$	138.00
132923120064	2059 HAND AVE	\$	117.22	\$	119.22
092923120078	2598 HERSCHEL ST	\$	140.89	\$	142.89
132923310098	462 HILLTOP AVE	\$	116.37	\$	118.37
132923320007	511 HILLTOP AVE	\$	173.46	\$	175.46
152923420057	1890 HURON AVE	\$	116.37	\$	118.37
172923140061	1934 HYTHE ST	\$	117.49	\$	119.49
122923330003	590 HWY 36	\$	154.98	\$	156.98
112923340007	936 HWY 36	\$	350.72	\$	352.72
022923440081	648 IONA LN	\$	33.44	\$	35.44
032923120009	1265 JOSEPHINE RD	\$	42.81	\$	44.81
142923220065	2062 LEXINGTON AVE	\$	176.43	\$	178.43
122923310037	464 LOVELL AVE	\$	181.38	\$	183.38
142923440046	637 LARPEN TEUR AVE	\$	325.31	\$	327.31
132923440005	182 MCCARRONS BLVD	\$	154.98	\$	156.98
132923310030	493 S MCCARRONS BLVD	\$	201.67	\$	203.67
132923140040	250 N MCCARRONS BLVD	\$	146.40	\$	148.40
132923130016	269 MCCARRONS BLVD	\$	137.82	\$	139.82
012923330462	2650 MACKUBIN ST	\$	23.73	\$	25.73
052923230022	2524 MILLWOOD ST	\$	124.56	\$	126.56
042923140060	1650 MILLWOOD AVE	\$	158.74	\$	160.74
042923130040	1771 MILLWOOD AVE	\$	144.79	\$	146.79
122923440007	204 MINNESOTA AVE	\$	150.69	\$	152.69
122923440009	226 MINNESOTA AVE	\$	254.25	\$	256.25
122923310048	405 MINNESOTA AVE	\$	123.13	\$	125.13
042923130091	1776 MAPLE LN	\$	140.89	\$	142.89
112923340054	2207 NANCY PL	\$	197.88	\$	199.88
112923310031	2360 NANCY PL	\$	198.21	\$	200.21
052923230045	2960 OLD HWY 8	\$	64.09	\$	66.09
052923210073	3006 OLD HWY 8	\$	196.09	\$	198.09
032923240066	2904 PASCAL ST	\$	119.74	\$	121.74
032923240071	2942 PASCAL ST	\$	133.09	\$	135.09
052923220089	3051 PATTON RD	\$	117.49	\$	119.49
162923140013	1681 RIDGEWOOD LN NO	\$	105.79	\$	107.79
152923430027	1272 ROMA AVE	\$	172.14	\$	174.14
132923230058	577 ROSELAWN AVE	\$	142.11	\$	144.11
152923410005	1140 ROSELAWN AVE	\$	137.82	\$	139.82
162923130078	1745 ROSELAWN AVE	\$	156.49	\$	158.49
132923230034	554 RYAN AVE	\$	202.17	\$	204.17
132923230055	578 RYAN AVE	\$	187.48	\$	189.48

Schedule A

More than 90 days past due
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142923230037	1018 RYAN AVE	\$	116.37	\$	118.37
162923130058	1742 RYAN AVE	\$	229.70	\$	231.70
142923230024	1004 SHRYER AVE	\$	143.78	\$	145.78
152923130026	1317 SHRYER AVE	\$	129.90	\$	131.90
102923440099	1125 SANDHURST DR W	\$	120.66	\$	122.66
122923310046	2306 SOUTHHILL DR	\$	172.14	\$	174.14
032923230017	2936 SIMPSON ST	\$	287.59	\$	289.59
032923230028	2951 SIMPSON ST	\$	176.69	\$	178.69
032923210106	3019 SIMPSON ST	\$	154.67	\$	156.67
102923440024	1128 SHERREN ST	\$	149.04	\$	151.04
042923130007	1755 STANBRIDGE AVE	\$	113.72	\$	115.72
082923340044	2223 ST CROIX ST	\$	141.49	\$	143.49
082923340019	2266 ST CROIX ST	\$	105.79	\$	107.79
012923310040	388 TERRACE DR	\$	21.21	\$	23.21
082923130002	2323 TERMINAL RD # 1	\$	2,126.86	\$	2,128.86
082923130002	2323 TERMINAL RD # 2	\$	1,958.61	\$	1,960.61
142923310010	1829 VICTORIA ST	\$	167.76	\$	169.76
012923140019	2980 WOODBRIDGE ST	\$	21.03	\$	23.03
022923220014	1045 WOODLYNN AVE	\$	52.10	\$	54.10
132923310066	401 WOODRUFF AVE	\$	136.99	\$	138.99
132923120021	2077 WILLIAM ST	\$	146.40	\$	148.40
162923130039	1988 WHEELER ST	\$	129.79	\$	131.79
122923420089	2334 WESTERN AVE	\$	186.49	\$	188.49
092923110004	2560 FRY ST	\$	341.01	\$	343.01
112923340080	2203 VICTORIA ST	\$	180.72	\$	182.72
132923110088	2120 WILLIAM ST	\$	23.27	\$	25.27
112923410067	703 COPE AVE	\$	133.53	\$	135.53
152923420065	1867 DELLWOOD AVE	\$	150.69	\$	152.69
052923210071	3020 OLD HWY 8	\$	853.41	\$	855.41
122923430034	335 SANDHURST DR W	\$	167.85	\$	169.85
132923110012	2103 RICE ST	\$	37.61	\$	39.61
152923240043	1446 SHRYER AVE	\$	167.85	\$	169.85
152923110010	1164 W CO RD B	\$	176.43	\$	178.43
042923130042	1716 STANBRIDGE AVE	\$	152.59	\$	154.59
082923430044	2223 W CO RD B	\$	233.04	\$	235.04
102923430005	1252 W HWY 36	\$	163.56	\$	165.56
042923120065	3017 SHOREWOOD LN	\$	168.19	\$	170.19
122923420011	346 W CO RD B2	\$	176.43	\$	178.43
122923310044	415 SOUTHHILL DR	\$	152.67	\$	154.67
152923240086	1379 ROSELAWN AVE	\$	268.00	\$	270.00
012923430010	2687 GALTIER ST	\$	20.24	\$	22.24
132923230021	540 SHRYER AVE	\$	167.85	\$	169.85
042923420034	1680 TERRACE DR	\$	1,074.28	\$	1,076.28
142923120017	851 PARKER AVE	\$	133.53	\$	135.53

Schedule A

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112923320005	1016 W CO RD B2	\$	174.78	\$	176.78
122923340003	397 HWY 36	\$	231.70	\$	233.70
082923430090	2202 MIDLAND VIEW COURT N	\$	27.25	\$	29.25
152923410075	1194 SUMMER ST	\$	150.69	\$	152.69
142923230005	1065 SHRYER AVE	\$	142.11	\$	144.11
112923340010	925 SHERREN ST	\$	129.24	\$	131.24
142923330033	1067 DIONNE ST	\$	154.98	\$	156.98
032923220059	3025 ASBURY ST	\$	121.39	\$	123.39
152923140042	1194 SHRYER AVE	\$	124.95	\$	126.95
142923230056	1941 CHATSWORTH ST	\$	219.33	\$	221.33
052923220084	3082 HIGHCREST RD	\$	217.24	\$	219.24
112923310011	916 W CO RD B2	\$	154.80	\$	156.80
092923110047	2578 CHARLOTTE ST	\$	35.99	\$	37.99
112923330050	2168 OXFORD ST	\$	171.64	\$	173.64
142923210080	896 PARKER AVE	\$	219.33	\$	221.33
042923420026	1798 CENTENNIAL DR	\$	117.49	\$	119.49
042923140033	1692 STANBRIDGE AVE	\$	173.29	\$	175.29
122923330011	2194 DALE ST	\$	1,662.66	\$	1,664.66
102923430054	2226 DELLWOOD AVE	\$	167.85	\$	169.85
112923410036	644 GRANDVIEW AVE	\$	34.44	\$	36.44
142923410055	1827 DALE CT	\$	133.02	\$	135.02
142923330056	1765 CHATSWORTH ST	\$	230.47	\$	232.47
162923240090	1932 TATUM ST	\$	125.29	\$	127.29
032923240069	2924 PASCAL ST	\$	125.29	\$	127.29
152923420124	1866 HAMLINE AVE	\$	116.37	\$	118.37
132923430017	295 DIONNE AVE	\$	163.56	\$	165.56
042923240042	2911 FAIRVIEW AVE	\$	132.04	\$	134.04
042923210055	3021 FAIRVIEW AVE	\$	198.89	\$	200.89
042923120053	3061 SHOREWOOD LN	\$	141.19	\$	143.19
132923410019	1891 SHADY BEACH AVE	\$	215.61	\$	217.61
132923420026	330 MCCARRONS BLVD	\$	140.29	\$	142.29
042923220057	1990 BRENNER AVE	\$	218.89	\$	220.89
092923110020	2598 ALDINE ST	\$	140.89	\$	142.89
132923230028	555 RYAN AVE	\$	202.17	\$	204.17
122923340021	415 W CO RD B	\$	167.85	\$	169.85
152923410098	1134 RUGGLES ST	\$	172.05	\$	174.05
152923240090	1935 HAMLINE AVE	\$	173.46	\$	175.46
152923130034	1306 SHRYER AVE	\$	176.43	\$	178.43
112923430010	741 SHERREN ST	\$	172.14	\$	174.14
092923120097	2613 ALDINE ST	\$	133.69	\$	135.69
142923320008	1863 CHATSWORTH ST	\$	158.69	\$	160.69
152923420110	1825 FERNWOOD AVE	\$	150.60	\$	152.60
152923120017	1316 W CO RD B	\$	138.39	\$	140.39
152923210062	2115 HAMLINE AVE	\$	210.32	\$	212.32

Schedule A

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112923420081	823 COPE AVE	\$	166.86	\$	168.86
162923240062	1850 RYAN AVE	\$	168.19	\$	170.19
042923340002	2690 PRIOR AVE # 2	\$	1,513.46	\$	1,515.46
042923340002	2690 PRIOR AVE # 1	\$	1,654.91	\$	1,656.91
042923340002	2690 PRIOR AVE # 3	\$	1,513.46	\$	1,515.46
052923220125	2422 BRENNER CT	\$	164.29	\$	166.29
132923110146	2097 RICE ST	\$	22.65	\$	24.65
122923440015	2234 MARION ST	\$	140.89	\$	142.89
112923340056	979 W CO RD B	\$	163.75	\$	165.75
152923110061	2061 LEXINGTON AVE	\$	173.24	\$	175.24
112923410045	681 LOVELL AVE	\$	55.86	\$	57.86
122923310065	445 MINNESOTA AVE	\$	228.72	\$	230.72
132923110002	158 W CO RD B	\$	146.40	\$	148.40
132923430022	1748 GALTIER ST	\$	137.32	\$	139.32
052923220142	2410 W CO RD D #2	\$	380.90	\$	382.90
132923240034	480 BAYVIEW DR	\$	133.53	\$	135.53
162923110076	2096 FRY ST	\$	236.59	\$	238.59
042923130003	1724 LYDIA AVE	\$	129.19	\$	131.19
152923430034	1235 LARPENTEUR AVE	\$	251.88	\$	253.88
162923110079	2151 SNELLING AVE	\$	263.14	\$	265.14
032923240087	2966 SIMPSON ST	\$	158.29	\$	160.29
032923220010	1511 CLARMAR AVE	\$	165.04	\$	167.04
152923110065	1129 SKILLMAN AVE	\$	137.82	\$	139.82
112923310057	976 LOVELL AVE	\$	175.77	\$	177.77
112923440009	2237 DALE ST	\$	108.57	\$	110.57
152923130096	1293 DRAPER AVE	\$	43.73	\$	45.73
142923320069	1862 LEXINGTON AVE	\$	159.27	\$	161.27
152923110056	1120 ELDRIDGE AVE	\$	178.59	\$	180.59
132923110042	2058 ALBEMARLE ST	\$	188.90	\$	190.90
102923430021	2220 MERRILL ST	\$	91.65	\$	93.65
152923410108	1204 RUGGLES ST	\$	190.01	\$	192.01
152923430019	1235 ROMA AVE	\$	225.27	\$	227.27
132923110116	2142 ALBEMARLE CRT	\$	159.27	\$	161.27
052923230037	2994 OLD HWY 8	\$	176.29	\$	178.29
112923430044	772 SANDHURST DR W	\$	20.21	\$	22.21
152923240056	1371 RYAN AVE	\$	351.26	\$	353.26
162923110026	1620 W CO RD B	\$	207.29	\$	209.29
052923220041	2410 BRENNER CT	\$	168.81	\$	170.81
112923420060	761 LOVELL AVE	\$	91.83	\$	93.83
042923330002	2700 CLEVELAND AVE	\$	610.31	\$	612.31
112923140064	2469 DALE ST	\$	190.00	\$	192.00
122923430028	259 CAPITOL VIEW CR	\$	201.95	\$	203.95
012923330420	2731 MACKUBIN ST #39	\$	190.00	\$	192.00
012923340150	433 CO RD C	\$	190.00	\$	192.00

Schedule A

**More than 90 days past due
as of 5/31/2015**

**Delinquent Accounts 4th Qtr 2015
and Other Charges
for 2016 Tax Year**

**City of Roseville, MN
11/09/2015**

162923140014	1693 RIDGEWOOD LN NO	\$	306.60	\$	308.60
142923230067	1944 LEXINGTON AVE	\$	190.00	\$	192.00
142923320020	1836 AGLIN ST	\$	190.00	\$	192.00
112923310058	968 LOVELL AVE	\$	190.00	\$	192.00
012923340176	2726 MACKUBIN ST	\$	190.00	\$	192.00
152923430032	1695 FERNWOOD AVE	\$	56.25	\$	58.25
172923210001	2322 W CO RD B	\$	57.06	\$	59.06
162923110076	2087 SAMUEL ST. #3	\$	65.66	\$	67.66
142923210056	2067 VICTORIA ST	\$	167.17	\$	169.17
112923230095	2416 OXFORD ST	\$	143.08	\$	145.08
162923110076	2086 SAMUEL ST. #7	\$	42.99	\$	44.99
		\$	48,925.34	\$	49,381.34

City of Roseville Property Work for 2016 Taxes

<u>PIN</u>	<u>Address</u>	<u>\$ Amount to Collections</u>	<u>Collection + \$2.00 Fee</u>
082923430036	2226 Laurie Rd	\$ 397.00	\$ 399.00
142923410072	1844 Alta Vista Dr	\$ 435.00	\$ 437.00
132923120025	2051 Williams St	\$ 225.00	\$ 227.00
042923120023	3024 Fairview Ave	\$ 200.00	\$ 202.00
132923240005	2006 Cohansey Blvd	\$ 420.00	\$ 422.00
092923110004	2560 Fry St	\$ 1,820.00	\$ 1,822.00
		\$ 3,497.00	\$ 3,509.00

City of Roseville Police False Alarms & Nuisance Violations for 2016 Taxes

<u>PIN</u>	<u>Address</u>	<u>\$ Amount to Collections</u>	<u>Collection + \$2.00 Fee</u>
082923110015	2080 Co Rd C	\$ 1,070.00	\$ 1,072.00
052923410003	2805 I 35W	\$ 200.00	\$ 202.00
092923110036	2591 Charlotte St	\$ 200.00	\$ 202.00
092923430004	1800 HWY 36 W	\$ 100.00	\$ 102.00
092923130030	1595 HWY 36 W	\$ 320.00	\$ 322.00
042923410041	2801 Snelling Ave N	\$ 600.00	\$ 602.00
092923330233	2179 Ferris Lane	\$ 200.00	\$ 202.00
042923440022	1585 Co Rd C W	\$ 1,500.00	\$ 1,502.00
152923430034	1235 Larpenteur Ave W	\$ 100.00	\$ 102.00
032923330025	2704 Snelling Ave N	\$ 300.00	\$ 302.00
122923430040	374 Sandhurst Dr W	\$ 3,601.18	\$ 3,603.18
042923210041	1868 Brenner Ave	\$ 250.00	\$ 252.00
032923320018	2860 Snelling Ave N	\$ 100.00	\$ 102.00
		\$ 8,541.18	\$ 8,567.18

More than 90 days past due
as of 5/31/2015

Schedule A
Delinquent Accounts 4th Qtr 2015
and Other Charges
for 2016 Tax Year

City of Roseville, MN
11/09/2015

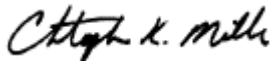
City of Roseville Nuisance Abatement Violations for 2016 Taxes

PIN	Address	\$ Amount to Collections	Collection + \$2.00 Fee
132923220029	2042 Dale St	\$ 460.00	\$ 462.00
132923220029	2044 Dale St	\$ 772.26	\$ 774.26
		\$ 1,232.26	\$ 1,236.26

REQUEST FOR COUNCIL ACTION

Date: 11/09/15
Item No.: 10.a

Department Approval



City Manager Approval



Item Description: Consider Changes to City Code Chapter 314.05: the 2016 Fee Schedule

BACKGROUND

Each year the City Council is asked to adopt a Fee Schedule which establishes the fees and charges for service for the City's regulatory functions. The presence of a fee schedule allows regulatory-type fees to be easily identified in one document, as opposed to being scattered throughout City Code. In addition, a fee schedule adopted on an annual basis provides the Council the opportunity to review fees for services in a comprehensive manner.

Over the past several months, Staff has reviewed the direct and indirect costs of the City's regulatory functions, to determine whether fee adjustments are necessary. In general, it was determined that the fees were appropriately set with a few exceptions. Based on this analysis, Staff recommends adjustments to the following existing fees:

- ☐ Building Permit & Plan Review Fees (various)
- ☐ Rental Registration Fees
- ☐ Right-of-Way Permit Fee
- ☐ Erosion Control Inspection Permit Fees
- ☐ Water & Sewer Connection Permit Fees

Staff is also recommended the establishment of several new fees. They include:

- ☐ Tree Preservation & Restoration Plan Application Fee - \$50.00
- ☐ Tree Preservation & Restoration Plan Escrow - Varies
- ☐ Sewer Connection Inspection Fee - \$75
- ☐ Water Connection Inspection Fee - \$75
- ☐ Manual Meter Read Surcharge - \$40 per quarter (billing cycle)
- ☐ Non-Standard Water Meter No Read Received Fee - \$50
- ☐ Denial of Access to Water Meter - \$100 per quarter (billing cycle)

Each of these new fees are described in greater detail below.

Tree Preservation Plan Fees

A Tree Preservation and Restoration Plan Application Fee is being added to cover the staff time needed to review and process the applications and coordinate the work of the outside consultant who will evaluate and ensure proper implementation of the Plans.

A Tree Preservation, Restoration and Landscaping Plan Escrow is being established to cover the cost of the outside consultant the City will use to evaluate tree preservation, restoration and landscaping plans and oversee their implementation. The amount of the escrow will be determined by the Community Development Staff based on the scope of the project.

SAC Research Fee

An hourly SAC research fee is being added due to Metropolitan Council rule changes. City staff have been spending many more hours researching and appealing Met Council SAC charges in-order to financially benefit the applicant and/or property owner. This fee simply recovers the associated costs.

Water & Sewer Related Fees

The sewer and water connection inspection fees reflect the actual staff costs of providing these services. The Manual Meter Read Surcharge and Non-standard Water Meter fee is associated with those water customers who elect *not* to have a new radio-read meter head installed. The proposed Denial of Access of Water Meter fee will allow us to charge water customers a fee if they deny the City access to the water meter. This allows us to penalize the customer without turning off the water. This fee will only commence once repeated attempts to gain access have been denied.

All of the Fee Schedule changes noted above are highlighted in yellow on the attached Fee Schedule, and generally reflect the need to recover increased regulatory costs, staff time related to special requests, or development-related impacts on city services.

The attached files contain the draft ordinance and ordinance summary to be considered at the Council meeting.

POLICY OBJECTIVE

Adopting an annual fee schedule is consistent with governmental best practices and ensures that the City's regulatory functions are properly funded.

FINANCIAL IMPACTS

Based on the recommended fee adjustments, it is projected that revised fees will generate revenues sufficient to cover the City's added regulatory costs. The applicable revenues and expenditures have been included in the 2016 Budget.

STAFF RECOMMENDATION

Staff recommends that the City Council approve an ordinance amending Chapter 314.05 adopting the 2016 Fee Schedule.

REQUESTED COUNCIL ACTION

Motion #1: Approve the attached Ordinance amending Chapter 314.05 adopting the 2016 Fee Schedule.

Motion #2: Approve the attached ordinance summary.

Prepared by: Chris Miller, Finance Director
Attachments: A: Ordinance adopting the 2016 Fee Schedule
B: Ordinance Summary
C: Proposed 2016 Fee Schedule

CITY OF ROSEVILLE
ORDINANCE NO. ____

AN ORDINANCE AMENDING CHAPTER 314.05, FEE SCHEDULE
ADOPTING THE 2016 FEE SCHEDULE

THE CITY OF ROSEVILLE HEREBY ORDAINS:

SECTION 1. Purpose. The City of Roseville annually adopts a Fee Schedule which establishes the fees and charges for service for the City's regulatory functions. The presence of a fee schedule allows regulatory-type fees to be easily identified in one document, as opposed to being scattered throughout City Code. In addition, a fee schedule adopted on an annual basis provides the City Council the opportunity to review fees for services in a comprehensive manner.

SECTION 2. Other Fee References

By enacting this ordinance, all fee amounts previously established and contained herein are hereby amended as submitted.

SECTION 3. Authority

The authority to enact the fees identified herein is established by City Code.

SECTION 4. Penalty

Failure to pay the fees identified herein is subject to penalties and interest as established by City Code.

SECTION 5. Fee Schedule

The 2016 Fee Schedule is as shown in *Exhibit A*.

SECTION 6. Effective Date. This ordinance shall be effective upon adoption and publication.

Passed this 9th day of November, 2015.

114 *Ordinance: Adopting the 2016 Fee Schedule*

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118 CITY OF ROSEVILLE

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BY: _____
Daniel J. Roe, Mayor

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124 ATTEST:

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Patrick Trudgeon, City Manager

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City of Roseville

ORDINANCE SUMMARY NO. ____

AMENDING CHAPTER 314.05, FEE SCHEDULE
ADOPTING THE 2016 FEE SCHEDULE

The following is the official summary of Ordinance NO. _____ approved by the City Council of Roseville on November 9th, 2015:

An Ordinance amending Chapter 314.05 of the Roseville City Code adopting the 2016 Fee Schedule which establishes the fees and charges for service for the City's regulatory functions.

A printed copy of the ordinance is available for inspection by any person during regular office hours in the office of the City Manager at the Roseville City Hall, 2660 Civic Center Drive, Roseville, Minnesota 55113. A copy of the ordinance and summary shall also be posted on the web page of the City of Roseville (www.ci.roseville.mn.us).

Attest: _____
Patrick Trudgeon, City Manager



2016 Fee Schedule

Effective January 1, 2016

Prepared by the Department of Finance

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General Business Licenses and Permit Fees

Item / Description	City Code	2015 Amount	2016 Amount
Amusement device – per machine	303	\$ 15.00	\$ 15.00
Benches in right-of-way	703	50.00	50.00
Assessment searches			
• Deferred / Pending	N/A	0.00	0.00
• Historical	N/A	100.00	100.00
		70.00	
Bowling alley			
• First alley	303	70.00	70.00
• Each additional alley	303	20.00	20.00
Burial Permit	401	100.00	100.00
Cigarettes, sale of	306	200.00	200.00
Compost and Woodchip Delivery from Compost Site	N/A	40.00	40.00
Construction noise variance	405.03	450.00	450.00
Conversation parlors	308	10,000.00	10,000.00
Copy charges per page	N/A	0.25	0.25
CPR Training charge per student	N/A	80.00	80.00
Daycare facility inspection fee	N/A	40.00	40.00
Dog and cat license			
• 2 Year; sterilized	501	10.00	10.00
• 2 Year; sterilized and micro chipped	501	5.00	5.00
• 2 Year; non-sterilized	501	35.00	35.00
• 2 Year; non-sterilized and micro chipped	501	25.00	25.00
• Lifetime; sterilized	501	30.00	30.00
• Lifetime; sterilized and micro chipped	501	5.00	5.00
• Lifetime; non-sterilized	501	150.00	150.00
• Lifetime; non-sterilized, but micro chipped	501	100.00	100.00
• Duplicate / address change	501	5.00	5.00
• Special multiple; 2 Year	501	40.00	40.00
Dog kennels	501	75.00	75.00
DVD / VHS Copy	N/A	5.00	5.00
Encroachment Agreement Application fee	N/A	300.00	300.00
Erosion control inspection permit			
Less than 1 acre	1017	600.00	625.00
1 to 5 acres	1017	880.00	900.00
More than 5 acres	1017	1,320.00	1,400.00
Erosion control permit <i>renewal</i>			
Less than 1 acre	1017	220.00	220.00
1 to 5 acres	1017	320.00	320.00
More than 5 acres	1017	480.00	480.00
Erosion control escrow fee	1017	3,000/acre	3,000/acre
Excavation, grading, and surfacing	705	See below	See below

General Business Licenses and Permit Fees - continued

Item / Description	City Code	2015 Amount	2016 Amount
False alarm fees – Police			
• Third false alarm	506	100.00	100.00
• Fourth	506	200.00	200.00
• Fifth	506	300.00	300.00
• Sixth	506	400.00	400.00
• Seventh and all subsequent alarms	506	500.00	500.00
False alarm fees – Fire			
• Third false alarm	506	300.00	300.00
• Fourth	506	400.00	400.00
• Fifth and all subsequent alarms	506	500.00	500.00
• Construction-related	N/A	150.00	150.00
Fertilizer, sale of	408	30.00	30.00
Fertilizer, applicator	408	100.00	100.00
Firearms, sale of	310	30.00	30.00
Fireworks, sale of consumer (existing retail)	N/A	100.00	100.00
Fireworks, sale of consumer (stand-alone, temporary)	N/A	350.00	350.00
Fire rescue and extrication fee	N/A	400.00	400.00
Fire safety training	N/A	80.00 / hr	80.00 / hr
Fuel storage tank inspection	N/A	100.00	100.00
Game room	303	175.00	175.00
Gas pumps – private business	310	60.00	60.00
Gasoline stations	310	130.00	130.00
Horse	501	5.00	5.00
Hospitals-veterinary	310	80.00	80.00
Lawful gambling			
One time event	304	25.00	25.00
Premises	304	3% of gross receipts	3% of gross receipts
Required contributions	304	10% of net profits	10% of net profits
Leaf Pickup fee		55.00	55.00

General Business Licenses and Permit Fees - continued

Item / Description	City Code	2015 Amount	2016 Amount
Liquor licenses:			
• On sale intoxicating liquor license	302	7,000.00	7,000.00
• On sale wine license (75 seats or less)	302	750.00	750.00
• On sale wine license (75+ seats)	302	1,500.00	1,500.00
• Temporary on sale (3 days)	302	50.00	50.00
• Temporary on sale in Central Park	302	20.00	20.00
• Sunday on sale license	302	200.00	200.00
• Special club license	302		
51-200 members	302	300.00	300.00
201-500	302	500.00	500.00
501-1,000	302	650.00	650.00
1,001-2,000	302	800.00	800.00
4,001-6,000	302	1,000.00	1,000.00
More than 6,000	302	2,000.00	2,000.00
• On sale brewery taproom	302	3,000.00	3,000.00
• On sale microdistillery cocktail room	302	750.00	750.00
• Off sale intoxicating liquor license	302	750.00	750.00
• Off sale intoxicating liquor (if conditions of MN Statute 340A.408 (Sub. 3c) are met	302	300.00	300.00
	302	200.00	200.00
Liquor License – investigation fee	302	300.00	300.00
Liquor License – sale outside of premises	302	25.00	25.00
Massage therapist	309	100.00	100.00
Massage therapy business establishment	309	150.00 / 300.00	150.00 / 300.00
Meter Deposits	N/A	See below	See below
Open burning permit	N/A	90.00	90.00
Park Dedication – residential	1103	3,500.00/unit	3,500.00/unit
Park Dedication – other (b)	1103	7.0 % of fmv	7.0% of fmv
Pawn Shop license	311	10,000.00	10,000.00
Pathway patching fee			
Concrete sidewalk – 2 panels		675.00	675.00
Bituminous (12' x 8')		500.00	500.00
Pawn shop and precious metal dealer license	311	13,000.00	13,000.00
Pawn shop fee (per transaction)	N/A	2.90	2.90
Pool and billiards			
First table	303	70.00	70.00
Each additional table	303	20.00	20.00
Precious metal dealer	311	10,000.00	10,000.00
Public improvement contract application fee (a)	N/A	550.00	550.00
Recycling contractor	403	125.00	125.00
Rental Registration (Housing) (d)	907	25.00	35.00
Rental Registration – Mid Year (Jan 1-Jun 30) (d)	907	12.50	17.50

General Business Licenses and Permit Fees - continued

Item / Description	City Code	2015 Amount	2016 Amount
Rental Registration – Administrative Fine	907	100.00 per unit	100.00 per unit
Right-of-way permits	703, 707	325.00	400.00
Sewer connection fees	802	see below	see below
Sewer usage fees	802	separate resolution	separate resolution
Soil contamination	406	\$1/cu.yd. up to \$300	\$1/cu.yd. up to \$300
Solid waste hauler	402	125.00	125.00
Stormwater drainage fees	803	separate resolution	separate resolution
Stormwater residential permit	n/a	250.00	250.00
Stormwater residential permit renewal (5-years)		100.00	100.00
Street patching fee (c)	n/a	650 / 1,300	650 / 1,300
Theaters – per viewing screen	310	70.00	70.00
Tree planting and removal	706	separate ordinance	separate ordinance
Utility service location fee	N/A	100.00	100.00
Vehicle forfeiture impound fee (per day)	N/A	20.00	20.00
Water connection fees	801	see below	see below
Water usage fees	801	separate resolution	separate resolution
Water tower permit – private use	801	separate resolution	separate resolution
Well permit	801	separate resolution	separate resolution
Wireless permit fee	1205	Negotiated	Negotiated

(a) In addition to the \$550 base fee, a charge of 4% (increased from 3%) of the total improvement cost is also collected. This fee is an escrow and is estimated only. Actual costs will be collected when the improvements are completed.

(b) Calculation is made on 7% of the estimated fair market value of unimproved land, as determined by the Ramsey County Assessor's office on the date of approval of the plat or subdivision.

(c) Street patching fee is \$650 without a curb, and \$1,300 with a curb.

(d) Includes technology fee.

Meter Deposit Fees

Meter	2015	2016
Res. 5/8" Meter	\$190.00	\$190.00
3/4" Meter	215.00	215.00
1" Meter	240.00	240.00
1.5" Meter	440.00	440.00
2" Meter Disc	535.00	535.00
2" Meter Compound	1,340.00	1,340.00
3" Meter Compound	1,910.00	1,910.00
6" Meter Compound	5,430.00	5,430.00

Administrative Fines

Item / Description	City Code	2015 Amount	2016 Amount
Alcohol and Tobacco Sales:			
Purchase, possession - underage		\$ 150.00	\$ 150.00
Lending ID to underage person		100.00	100.00
Selling tobacco – underage		200.00	200.00
Selling alcohol – underage		250.00	250.00
License holder	N / A	300.00	300.00
Other violation		100.00	100.00
Parking:			
Snowbird	N / A	25.00	25.00
Fires: No open fires		25.00	25.00
Fire Code	N / A	100.00	100.00
Animals:			
Vicious animal		50.00	50.00
Barking dog		50.00	50.00
Animal at large		50.00	50.00
Other animal violation	N / A	50.00	50.00
Miscellaneous:			
Building code		100.00	100.00
Fill permits		100.00	100.00
Failure to apply for license		50.00	50.00
Fireworks – use, possession, sale		250.00	250.00
Land use		100.00	100.00
Licenses (not occurring elsewhere)		50.00	50.00
Illegal dumping		150.00	150.00
Consuming alcohol-unauthorized places		250.00	250.00
Tampering with Civil Defense System		250.00	250.00
Seat belts		25.00	25.00
Expired license plates		35.00	35.00
Missing plate/tab		35.00	35.00
Trespassing		150.00	150.00
Golf cart / ATV violation		50.00	50.00
Noise complaint		250.00	250.00
Park ordinance violation		25.00	25.00
Peddling		75.00	75.00
Property nuisance starting with 3 rd call(a)	511	75.00	75.00
Public nuisance		100.00	100.00
Regulated businesses		100.00	100.00
Signs		50.00	50.00
Snowmobiles		50.00	50.00
Discharge, display of weapon	N / A	250.00	250.00
Wetland / Shore land		100.00	100.00

(a) Beginning with the 3rd call, the cost is \$250 plus the costs related to the call up to \$2,000.

Building Permit and Plan Review Fees

City Code Sections; 307, 801, 802, 901, 1014

Building Permit Fee – Zoning and Inspections:

Permit fee to be based on job cost valuation. The determination of value or valuation shall be made by the building official. The value to be used in computing the building permit and building plan review fees shall be the total of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment.

Total Valuation	2015 Amount	2016 Amount
\$1 - \$500	\$31.00	\$31.00
\$501 - \$2,000	\$31.00 for the first \$500 value, plus \$4 for each additional \$100 value or fraction thereof	\$31.00 for the first \$500 value, plus \$4.00 for each additional \$100 value or fraction thereof
\$2,001 - \$25,000	\$83.50 for the first \$2,000 value, plus \$16.55 for each additional \$1,000 value or fraction thereof	\$83.50 for the first \$2,000 value, plus \$16.55 for each additional \$1,000 value or fraction thereof
\$25,001 - \$50,000	\$464.15 for the first \$25,000 value, plus \$12.00 for each additional \$1,000 value or fraction thereof	\$464.15 for the first \$25,000 value, plus \$12.00 for each additional \$1,000 value or fraction thereof
\$50,001 - \$100,000	\$764.15 for the first \$50,000 value, plus \$8.45 for each additional \$1,000 value or fraction thereof	\$764.15 for the first \$50,000 value, plus \$8.45 for each additional \$1,000 value or fraction thereof
\$100,001 - \$500,000	\$1,186.65 for the first \$100,000 value, plus \$6.75 for each additional \$1,000 value or fraction thereof	\$1,186.65 for the first \$100,000 value, plus \$6.75 for each additional \$1,000 value or fraction thereof
\$500,001 - \$1,000,000	\$3,886.65 for the first \$500,000 value, plus \$5.50 for each additional \$1,000 value or fraction thereof	\$3,886.65 for the first \$500,000 value, plus \$5.50 for each additional \$1,000 value or fraction thereof
In excess of \$1,000,000	\$6,636.65 for the first \$1,000,000 value, plus \$4.50 for each additional \$1,000 value or fraction thereof	\$6,636.65 for the first \$1,000,000 value, plus \$4.50 for each additional \$1,000 value or fraction thereof
Inspections outside of normal business hours	\$67.25	\$68.50
Re-inspection fees (per State Building code)	\$67.25	\$68.50
Misc. inspection fees	\$67.25	\$68.50
Add'l plan review fee required by revisions	\$67.25	\$68.50

Building Permit and Plan Review Fees - continuedBuilding Permit Fee – Engineering:

Total Valuation	2015 Amount	2016 Amount
\$1 - \$500	\$ 5	\$ 5
\$501 - \$2,000	5	5
\$2,001 - \$25,000	25	25
\$25,001 - \$50,000	50	50
\$50,001 - \$100,000	75	75
\$100,001 - \$500,000	100	100
\$500,001 - \$1,000,000	200	200
In excess of \$1,000,000	300	300

Demolition Permit Fee:

Description	2015 Amount	2016 Amount
Tenant improvment/remodeling prior to building permit	\$73.00	\$75.00
Structures not connected to utilities	94.00	96.00
Residential structures connected to city utilities	160.00	163.00
Commercial structures connected to city utilities	\$415.00	\$425.00

Electrical Permit Fee:

Set through yearly contract with Contract Electrical Inspector

Fire Safety Inspection Fee:

An amount equal to eight percent (8%) of the amount determined by the Building Permit Fee (except for single-family dwellings) to be charged and used to defray the cost of fire safety inspections (Ord. 1237, 3-13-2000, eff. 5-1-2000)

Grading Plan Review Fee – Planning & Zoning:

Description	2015 Amount	2016 Amount
50 cubic yards or less	\$79	\$80
51 – 10,000 cubic yards	\$156.00 for the first 1,000 cubic yards, plus \$10.00 for each additional 1,000 yards or fraction thereof	\$160.00 for the first 1,000 cubic yards, plus \$10.00 for each additional 1,000 yards or fraction thereof
10,001 – 100,000 cubic yards	\$312.00 for the first 10,000 cubic yards, plus \$5.00 for each additional 10,000 yards or fraction thereof	\$318.00 for the first 10,000 cubic yards, plus \$5.00 for each additional 10,000 yards or fraction thereof
In excess of 100,000 cubic yards	\$832.00 for the first 100,000 cubic yards, plus \$10.00 for each additional 10,000 yards or fraction thereof	\$848.00 for the first 100,000 cubic yards, plus \$10.00 for each additional 10,000 yards or fraction thereof

Building Permit and Plan Review Fees - continuedGrading Plan Review Fee – Engineering:

Description	2015 Amount	2016 Amount
50 cubic yards or less	\$ 25.00	\$ 25.00
51 – 10,000 cubic yards	25.00	25.00
10,001 – 100,000 cubic yards	50.00	50.00
In excess of 100,000 cubic yards	75.00	75.00

Grading Permit Fee – Planning & Zoning:

Description	2015 Amount	2016 Amount
50 cubic yards or less	\$79	\$80
1 – 1,000 cubic yards	\$104.00 for the first 100 cubic yards, plus \$20.00 for each additional 100 yards or fraction thereof	\$106.00 for the first 100 cubic yards, plus \$20.00 for each additional 100 yards or fraction thereof
1,001 – 10,000 cubic yards	\$312.00 for the first 1,000 cubic yards, plus \$31.00 for each additional 1,000 yards or fraction thereof	\$318.00 for the first 1,000 cubic yards, plus \$32.00 for each additional 1,000 yards or fraction thereof
10,001 – 100,000 cubic yards	\$624.00 for the first 10,000 cubic yards, plus \$102.00 for each additional 10,000 yards or fraction thereof	\$636.00 for the first 10,000 cubic yards, plus \$104.00 for each additional 10,000 yards or fraction thereof
In excess of 100,000 cubic yards	\$1,560.00 for the first 100,000 cubic yards, plus \$82.00 for each additional 10,000 yards or fraction thereof	\$1,590.00 for the first 100,000 cubic yards, plus \$84.00 for each additional 10,000 yards or fraction thereof

Grading Permit Fee – Engineering:

Description	2015 Amount	2016 Amount
50 cubic yards or less	\$ 25.00	\$ 25.00
1 – 1,000 cubic yards	25.00	25.00
1,001 – 10,000 cubic yards	50.00	50.00
10,001 – 100,000 cubic yards	75.00	75.00
In excess of 100,000 cubic yards	100.00	100.00

Building Permit and Plan Review Fees - continuedInvestigation Fee: Work without a Permit

Whenever any work for which a permit is required from the city has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

Manufactured Home Permit Fee:

Description	2015 Amount	2016 Amount
New installation	\$ 270.00	\$ 275.00

Mechanical Permit Fee - Residential:

Description	2015 Amount	2016 Amount
Air conditioning – new	\$ 48.00	\$ 49.00
Air conditioning – replacement	60.00	61.00
Warm air furnace – new	100.00	102.00
Warm air furnace - replacement	60.00	61.00
Hot water boilers – new	100.00	102.00
Hot water boilers – replacement	60.00	61.00
Unit heaters	60.00	61.00
Swimming pool heaters	60.00	61.00
Misc. work & gas piping	1.28% of job cost	1.28% of job cost
Minimum fee	60.00	61.00
Gas fireplace	60.00	61.00
In floor heat	84.00	85.00
Solar panel installation	\$1.28 % of job cost / \$156.00 min fee	\$1.28 % of job cost / \$160.00 min fee

Mechanical Permit Fee - Commercial:

Description	2015 Amount	2016 Amount
All commercial work	1.28% of job cost / \$60.00 min fee	1.28% of job cost / \$61.00 min fee

House Moving Permit Fee:

Description	2015 Amount	2016 Amount
Over private property only	\$93.00	\$95.00
Over public streets	135.00	137.00
Investigation fee per hour	\$67.00	\$68.50

Building Permit and Plan Review Fees - continuedPlumbing Permit Fee:

Description	2015 Amount	2016 Amount
Administrative/minimum fee	\$ 60.00	\$ 61.00
Additional for each fixture opening	10.00	10.00
Miscellaneous work	1.28% of job cost	1.28% of job cost
Backflow prevention verification	\$ 27.00	\$ 28.00

Plan Review Fee:

When a building permit is required and a plan is required to be submitted, a plan checking fee shall be paid. Plan checking fees for all buildings, except for construction costs in R-1 and R-2 zones which do not involve new single family structures and are of less than seven thousand dollars (\$15,000.00), shall be sixty five percent (65%) of the building permit fee as set forth in Section 901.06 of this chapter, except as modified in M.S.B.C. Section 1300. (Ord. 1110, 4-13-1992)

The plan review fees specified are separate fees from the permit fees and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items an additional plan review fee shall be charged.

Expiration of plan review:

Applications for which no permit is issued within 180 days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official. The building official may extend the time for action by the applicant for a period not exceeding 180 days on request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

Refund Fee:

The building official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The building official may authorize a refunding of permit fees paid when no work has been done under a permit issued in accordance with this code.

The building official may authorize a refunding of plan review fees paid when an application for a permit for which a plan review fee has paid is withdrawn or canceled before any plan reviewing is done.

The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

Building Permit and Plan Review Fees - continuedMulti-Family Rental Licensing:

Description	2015 Amount	2016 Amount
Multi-Family Rental License annual fee	\$ 20.00/unit + \$100.00/building	\$ 20.00/unit + \$102.00/building
Reinstatement fee	\$100.00	\$102.00
Per Unit Re-inspection fee (after 1 st re inspection)	\$65.00	\$66.00
Failure to renew license within 30 days of expiration: Penalty Fee	\$500 (penalty will double every two weeks until license is paid)	\$500 (penalty will double every two weeks until license is paid)
Appeal to Council	0.00	\$50.00

Sewer Connection Permit Fee – Planning & Zoning:

Description	2015 Amount	2016 Amount
Residential	\$ 94.00	\$ 96.00
Commercial	297.00	303.00
Repair	60.00	61.00
Disconnect – residential	84.00	85.00
Disconnect – commercial	\$ 166.00	\$ 169.00

Sewer Connection/Inspection Permit Fee – Engineering:

Description	2015 Amount	2016 Amount
Connection: Residential	\$ 5.00	\$ 25.00
Connection: Commercial	25.00	75.00
Connection: Repair	5.00	25.00
Connection: Inspection	n/a	75.00
Disconnect – residential	25.00	25.00
Disconnect – commercial	75.00	75.00

Sign Permit Fee:

Utilize building permit fee schedule. No plan review fee

Description	2015 Amount	2016 Amount
Permanent Sign – minimum fee	\$ 55.00	\$ 55.00
Annual Sign	100.00	100.00
Temporary Sign	25.00	30.00
Attention-Getting Device	25.00	30.00

Building Permit and Plan Review Fees - continuedSwimming Pool Permit Fee – Planning & Zoning:

Description	2015 Amount	2016 Amount
Residential In-ground pool	\$ 208.00	\$ 212.00
Residential Seasonal pool	24.00	25.00
Commercial pool	Utilize building Permit fee Schedule	Utilize building Permit fee Schedule

Swimming Pool Permit Fee – Engineering:

Description	2015 Amount	2016 Amount
Residential pool	\$ 15.00	\$ 15.00

Water Connection Permit Fee – Planning & Zoning:

Description	2015 Amount	2016 Amount
Residential	\$ 94.00	\$ 96.00
Commercial	297.00	303.00
Repair	60.00	61.00
Disconnect – residential	84.00	85.00
Disconnect – commercial	\$ 166.00	\$ 169.00

Water Connection/Inspection Permit Fee – Engineering:

Description	2015 Amount	2016 Amount
Connection: Residential	\$ 5.00	\$25.00
Connection: Commercial	25.00	75.00
Connection: Repair	5.00	25.00
Connection: Inspection	n/a	75.00
Disconnect – residential	25.00	25.00
Disconnect – commercial	75.00	75.00
Water main tapping fee	325.00	0.00

Water Meter Program Fees – Engineering:

Description	2015 Amount	2016 Amount
Manual Meter Read Surcharge	n/a	\$ 40.00/qtr.
Non-Standard Water Meter No-Read Fee	n/a	50.00
Denial of Access to Water Meter	n/a	\$ 100.00/qtr.

Building Permit and Plan Review Fees - continued

Residential Property Improvement Permit Fee (Fences, Walls, Sheds, Driveways, Drain Tile System) – Planning & Zoning:

Description	2015 Amount	2016 Amount
Driveway permits	\$ 50.00	\$ 55.00
Fence permits – residential	67.00	52.00
Fence permits - commercial	Use Permit Fee Schedule	Use Permit Fee Schedule
Shed permits	57.00	52.00
Drain tile	115.00	115.00
Plan Review Fee – Hourly Rate	0.00	68.50
Other – utilize building permit fee schedule		

Miscellaneous Fees:

Description	2015 Amount	2016 Amount
Minimum roofing fee	\$ 100.00	\$ 102.00
Garage only re-roofing fee	55.00	56.00
Minimum window replacement fee	90.00	92.00
Minimum siding replacement fee	90.00	92.00
Administrative fee for abatement per hour	67.25	68.50
Wood burning fireplace	90.00	92.00
Verification of state contracting license	5.00	5.00
Replacement inspection card	20.00	21.00
Re-stamping job site plan sets	30.00	31.00
Certificate of Occupancy – conditional	100.00	102.00
Certificate of Occupancy – full	0.00	0.00
Certificate of Occupancy – copy	0.00	0.00
City contractor license fee	92.00	94.00
Administrative fee – R1 or R2 zones	67.25	68.50
Administrative fee – other zones	67.25	68.50
Footing/foundation permits – residential	100.00	102.00
Footing/foundation permits – commercial	468.00	477.00
Construction deposit – residential	800.00	800.00
Construction deposit – commercial	4,000.00	4,000.00
SAC Admin Fee	35.00	36.00
SAC Research Fee – Hourly Rate	0.00	68.50
Lead Abatement License Fee	5.00	5.00
Property Age Verification Fee	5.00	5.00
Outdoor storage/display permit: 1 occurrence	50.00	50.00
Outdoor storage/display permit: multiple	75.00	75.00
Outdoor sales/display permit: 1 occurrence	50.00	50.00
Outdoor sales/display permit: multiple	75.00	75.00
Outdoor temporary event: 1 occurrence	50.00	50.00

Outdoor temporary event: multiple	75.00	75.00
Outdoor storage/display permit: 1-5 occurrences	0.00	50.00
Outdoor storage/display permit: 6-10 occurrences	0.00	100.00
Outdoor storage/display permit: 11 or more	0.00	200.00
Outdoor sales/display permit: 1-5 occurrences	0.00	50.00
Outdoor sales/display permit: 6-10 occurrences	0.00	75.00
Outdoor sales/display permit: 11 or more	0.00	200.00
Outdoor temporary event: 1-5 occurrences	0.00	50.00
Outdoor temporary event: 6-10 occurrences	0.00	75.00
Outdoor temporary event: 11 or more	0.00	200.00

Community Development Department Permit and Miscellaneous Fees

Item/Permit	2015 Amount	2016 Amount
City Consultant and/or City Attorney Review/Research - Comm./Industrial/Multi-family land use, subdivision, economic development, utility, building permit review, traffic, or development or redevelopment projects or proposals payable as escrow or at building permit	100% of direct cost billed to applicant	100% of direct cost billed to applicant
Planned Unit Development – Amendment #	400	410
Planned Unit Development – Escrow (Amendment)****	\$2,000 minimum	\$2,000 minimum
PUD Escrow (historical data collection & analysis; site plan & survey review & analysis; city approval analysis; letter creation)	Staff hourly rate/1.9 times per hour. \$50.00 per hour minimum	\$68.50 per hour One hour minimum
Rezoning of Project Site or Parcel** #	650	675
Zoning Code Text Amendment** #	600	625
Comprehensive Plan – Amendment** #	900	925
Conditional Use - Residential** #	500	510
Conditional Use - Commercial** #	750	775
Subdivision – Escrow****	2,500 minimum	2,500 minimum
Minor Subdivision #	650 minimum	675 minimum
Subdivision Escrow (historical data collection & analysis; site plan & survey review & analysis; city approval analysis; letter creation)	Staff hourly rate/1.9 times per hour. \$50.00 per hour minimum	\$68.50 per hour One hour minimum
Subdivision – Preliminary Plat #	550	575
Subdivision - Final Plat #	500	510
Tree Preservation Restoration & Landscape Plan Application	0.00	50.00
Tree Preservation Restoration & Landscape Plan Escrow	0.00	As determined by Comm. Dev. Staff
Variance - Residential** #	350	360
Variance – Non Residential** #	450	475
Interim Use** #	650	675
Interim Use extension** #	200	225
Administrative Deviation #	100	110
Zoning Compliance Letter (historical data collection & analysis; site plan & survey review & analysis; city approval analysis; letter creation)	Staff hourly rate/1.9 times per hour. \$50.00 per hour minimum	\$68.50 per hour One hour minimum

Residential Variance Appeal Fee	150	150
Commercial Variance Appeal Fee	300	300
Master Sign Plan – residential/institutional	250	250
Master Sign Plan – commercial	350	350
Accessory Dwelling Unit Permit	100	100
Tax Increment Finance (establishment of district or review of proposal, including city consultants)	\$15,000 deposit – minimum fee plus consultants fees	\$15,000 deposit – minimum fee plus consultants fees
Planning Commission Agendas/Year (mailed)	10.00*	10.00*
Planning Commission Minutes/Year (mailed)	15.00*	15.00*
Comprehensive Plan CD	20.00*	20.00*
Zoning Code CD	20.00*	20.00*
Research Staff Time	Staff hourly rate/1.9 times per hour. \$50.00 per hour minimum	\$68.50 per hour One hour minimum
Copying	\$.25/sheet	\$.25/sheet
Maps*** – 8 ½ x 11 (black and white) – existing PDF maps	No Charge*	No Charge*
Maps – 8 ½ x 11 (color) – existing PDF maps	1.00*	1.00*
Maps – 11 x 17 (color) – existing PDF maps	2.00*	2.00*
Maps – 17 x 22 (color) – existing PDF maps	10.00*	10.00*
Maps – 22 x 34 (color) – existing PDF maps	20.00*	20.00*
Maps – 34 x 44 (color) – existing PDF maps	40.00*	40.00*
City Address Book (11x17)* – existing PDF maps	100.00 per book*	100.00 per book*

* Free/no charge on internet city home page and available for review at library and city hall

** If multiple requests (such as a subdivision, a variance, and a conditional use permit) are part of one application, City charges only for most expensive permit application

*** Maps/data that are to be created as custom requests are to be charged at a time and materials rate. (GIS Coordinator hourly rate times 1.9 multiplier)

**** The amount listed under the PUD and Subdivision Escrow is the minimum amount required for the application. A higher amount, as determined by the City, may be required for projects that will take a significant amount of time. City Attorney costs shall be paid as part of this escrow.

Includes technology fee

Electrical Permit Fees

- A. Minimum fee for each separate inspection of an installation, replacement, alteration or repair is limited to one inspection only:

2015 Amount	2016 Amount
\$ 35.00	\$ 40.00

- B. Services, changes of service, temporary services, additions, alterations or repairs on either primary or secondary services shall be computed separately:

Description	2015 Amount	2016 Amount
0 to 300 amp	\$50.00	\$ 50.00
301 to 400 amp	58.00	58.00
401 to 500 amp	72.00	72.00
501 to 600 amp	86.00	86.00
601 to 800 amp	114.00	114.00
801 to 1,000 amp	142.00	142.00
1,001 to 1,100 amp	156.00	156.00
1,101 to 1,200 amp	170.00	170.00
Add \$14 for each add'l 100 amps		

- C. Circuits, installation of additions, alterations, or repairs of each circuit or sub-feeder shall be computed separately, including circuits fed from sub-feeders and including the equipment served, except as provided for in (D) through (K):

Description	2015 Amount	2016 Amount
0 to 30 amp	\$ 8.00	\$ 8.00
31 to 100 amp	10.00	10.00
101 to 200 amp	15.00	15.00
201 to 300 amp	20.00	20.00
301 to 400 amp	25.00	25.00
401 to 500 amp	30.00	30.00
501 to 600 amp	35.00	35.00
601 to 700 amp	40.00	40.00
Add \$5 for each add'l 100 amps		

Description	2015 Amount	2016 Amount
Residential panel replacement	N/A	\$ 100.00
Residential sub panel	N/A	40.00
Minimum fee: Inspection only	N/A	\$40.00 plus \$1 State Surcharge
Minimum fee: Rough-in & Final	N/A	\$80.00 plus \$1 State Surcharge

Minimum fee: Single-family dwelling or townhouse not over 200 amps (3 inspections max)	N/A	\$175.00 plus \$1 State Surcharge
Apartment buildings: per unit (excludes cover service, unit feeders & house panels)	N/A	70.00
Swimming pool (up to 2 inspections)	N/A	80.00
Additions, remodels, or basement additions (up to 10 circuits and 2 inspections)	N/A	80.00
Accessory structures: panel	N/A	50.00
Accessory structures: per circuit	N/A	8.00
Accessory structures: inspection	N/A	80.00
Traffic signals: per standard	N/A	7.00
Street & Parking lot lights: per standard	N/A	4.00
Transformers and generators: up to 10KVA	N/A	10.00
Transformers and generators: 11-75KVA	N/A	40.00
Transformers and generators: 76-299KVA	N/A	60.00
Transformers and generators: over 299KVA	N/A	150.00
Retro fit lighting (per fixture)	N/A	0.65
Sign transformer (per each)	N/A	8.00
Remote control & signal circuits (per device)	N/A	0.75
Re-inspection fee (in addition to all others)	N/A	40.00
** Permit Fee is doubled if work is started before permit is issued **		

REQUEST FOR COUNCIL ACTION

Date: November 9, 2015
Item No.: 10.b

Department Approval

City Manager Approval



Item Description: Consider Adoption of Ordinance Regarding Wildlife Management in Roseville

BACKGROUND

On August 10, 2015, Staff brought forward a draft of a wildlife management ordinance that prohibited the feeding of wild animals. Both the City Council and the members of the public felt that the draft ordinance was inadequate as it didn't directly address the high deer population and mitigation efforts to reduce the number of deer in Roseville.

Based on this direction, staff has drafted a more complete ordinance that prohibits the feeding of wildlife and establishes a deer management plan that allows for deer hunts within the City. The deer management plan requires a deer population count at least every two years, the determination of suitable deer habitat, educational outreach to the public about coexisting with deer, and the provision for the City Council to order a deer hunt within the City.

Staff has also drafted a Deer Population Management Program and Policy document for City Council review and approval. This document more specifically lays out the deer population management program. It should be noted that Police Chief Rick Mathwig does not recommend the use of sharpshooters to manage the deer population.

On October 5, 2015, the City Council reviewed the revised draft ordinance and directed staff to make additional changes to the draft ordinance and policy. These revisions have been made and are shown in Attachment B.

POLICY OBJECTIVE

The intent of the proposed ordinance is to limit the concentration of wild animals that can cause damage to gardens and landscaping and create a public safety danger for the traveling public.

FINANCIAL IMPACTS

The enforcement of the ordinance will require an undetermined amount of additional staff time to enforce and communicate the wildlife feeding ban, the deer management program, and any potential hunt. Communication about the wildlife management ordinance and plan will be included in existing public outreach tools and materials. The Community Development Department will enforce violations of the wildlife feeding ban. The Administration Department, working along with other City Departments, will oversee the deer management program.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt the draft ordinance regarding wildlife management and adopt the proposed “Deer Population Management Program and Policy”. In addition, the City Council should adopt an ordinance summary for publication.

REQUESTED COUNCIL ACTION

Motion to adopt the draft ordinance regarding wildlife management

-and-

Motion to adopt an ordinance summary for publication.

-and-

Motion to adopt the proposed “Deer Population Management Program and Policy”.

Prepared by: Patrick Trudgeon, City Manager, (651) 792-7021 pat.trudgeon@cityofroseville.com

Attachments:

- A. October 5, 2015 City Council Minutes
- B. Draft Wildlife Management Ordinance & Draft Deer Population Management Program and Policy
- C. Ordinance Summary

Roseville. The Roseville City Council may also [generate] topics. Commissions may suggest topics for staff to include in discussion or forum sections of the module. Inclusion of suggested topics made by commissions shall be determined by the City Manager. Residents' ideas and discussion items shall be posted in the ideas section of the module; however, should staff determine that an idea should be escalated to a discussion or forum item it may choose to do so after consultation with the City Manager. Staff or commissions interested in employing the survey function of Speak Up, Roseville shall do so only after receiving approval from the City Council. Staff will also make it known that the surveys are for informational purposes and are not meant to serve as scientific measurements of public opinion."

Roll Call

Ayes: McGehee, Willmus, Laliberte, Etten and Roe.

Nays: None.

15. Business Items – Presentations/Discussions

a. Discuss a Draft Ordinance regarding Wildlife Management in Roseville

As previously directed by the City Council, City Manager Trudgeon briefly reviewed a draft of the more complete and broader ordinance prohibiting the feeding of wildlife and establishing a more specific policy and program for a deer management plan (Attachment B) allowing for deer hunts with the City of Roseville, as detailed in the RCA dated October 5, 2015 and related attachments; and subject to periodic adjustment accordingly.

Councilmember McGehee referenced various sections of the draft ordinance for clarification or questions as follows:

- In section 411.03, line 37, the definition of intentional feeding didn't specifically address the specific period (e.g. day, month or year).
- Line 44 – 45 regarding feeders 5' above ground, and how that addressed those in wheelchairs wishing to feed birds, opining that there was no reason why a feeder needed to be specified at that level
- Beginning with Line 49: she expressed her complete opposition to fees or ordinances, opining it was ridiculous from the beginning to try to manage deer
- In Section 411.04 Deer Management Plan, and the first 3 items (lines 66 – 70), opined there was no reason to include those items or pretend the City was doing so when agencies or governmental bodies with more authority than the City of Roseville (e.g. Ramsey County and/or the DNR) were already doing so.
- The most important component to here was that addressed in Item 4 related to education to residents
- Item 5: opined that while an annual report was a fine goal, it didn't need to state that a hunt was planned, again since Ramsey County was charged legislatively by the DNR whether or not to have a hunt, and they can ask if they

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feel it is needed in Roseville as well, without the City needing to overstep its authority.

- From line 22 on specific to intentional feeding, expressed strong support of the personal responsibility of residents to manage their own yards and protect their properties as needed, whether a hobby they enjoyed and engage in. Councilmember McGehee opined that for the City to attempt to add a lot of expense and another fee to its system, or spy in private backyards, was not necessary. While agreeing that intentional feeding of wildlife was not responsible, including deer or exceeding that feeding beyond a certain amount in one day, may be prudent to enforce, Councilmember McGehee stated that anything else beyond the educational aspect and encouraging responsibility of private property owners to manage their own yards, was both inadequate and unnecessary.

Councilmember Willmus stated, other than his agreement with Councilmember McGehee specifically on line 37, Item B regarding the need for a specific time frame, he had no problems with this latest draft brought forward by staff and would support it.

Under the Deer Management Plan referenced in Section 411.04 and development and maintenance of such a program, Councilmember Etten recognized Councilmember McGehee's question on who was performing the deer hunt, suggesting that information needed to be incorporated as part of the Plan.

City Manager Trudgeon concurred, and advised that staff anticipated using existing data and resources, not its own deer counts.

Mayor Roe noted the need to include that provision in language of the Plan to clarify that the City was not going to be undertaking the counting.

With that clarification, Councilmember Etten offered his support of this latest draft.

Mayor Roe suggested that in line 37 related to intentional feeding, adding "at any one time," may address that concern.

Public Comment

Timothy Callaghan, 3062 Shorewood Lane

Mr. Callaghan suggested some residents may not be happy if deer were coming into their yards specifically due to waste feed, with this proposed document not addressing their concerns and changing nothing. Mr. Callaghan brought up various diseases that result from animals and referenced studies about those tick borne or Lyme disease issues and questioned how this might impact those concerns. In reading this ordinance and in view of past ordinances and decisions, Mr. Callaghan questioned whether those already feeding wildlife shouldn't be "grandfa-

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thered in” and exempt from this ordinance unless the City Council intended to declare them a public nuisance. In his personal review of state law, he questioned how that would be addressed. Mr. Callaghan further questioned where funding for enforcement of this proposed ordinance would come from, and stated that it wasn’t going to come from him due to his religious belief that you do no harm to wild animals, and therefore was not going to pay for anything the City charged for hunting, including data gathering, suggesting the cost should not be borne by anyone objecting to such actions. Mr. Callaghan noted this ordinance, which didn’t say much, supported bow hunting, which was known to be one of the most painful and lengthy ways for an animal, which he found further objectionable.

Mr. Callaghan opined that residents needed to protect their own flowers and landscaping from deer hazards rather than the City attempting to enact an ordinance due to a few objecting to deer present that they knew were present when they moved into Roseville, or basically as a pre-existing condition.

Since he may consider legal action if forced to pay for such an ordinance and plan, Mr. Callaghan asked for a specific legal opinion on the grandfathering issue he brought forward.

Jim Bull, 3061 Woodbridge Street

As long-time residents who enjoy deer, Mr. Bull recognized that there was a growing deer population, and opined that people understood they were becoming a nuisance. Mr. Bull disagreed that a solution for preventing migration was fencing when limiting migration and numbers were much more obvious. Mr. Bull stated that his biggest concern was the cost factor and the enforceability of the ordinance. Based on his understanding of previous City Council discussions, staff was to discuss with Ramsey County their deer management program and how Roseville could become part of it. If the City of Roseville enacted this ordinance, Mr. Bull questioned if Ramsey County would exclude the city from their hunt; opining he would prefer to remain a part of theirs. Mr. Bull opined that this draft ordinance still had too many holes in it even though great progress had been made since the first iteration. Mr. Bull asked if vole management would be included in the next iteration for their management or eradication.

Mr. Bull expressed appreciation for the one gallon feed designation and a timeframe; but expressed opposition to enforcement and feeding (line 39) attracting wild animals, using fall displays and decorations that may attract wildlife (e.g. squirrels) and hoped people didn’t avoid decorating because of wildlife access. If this is taken to an extreme, Mr. Bull opined that residents may be subject to fine, and if hunts are only held bi-annually, would the City’s ordinance language be changed accordingly.

Mr. Bull stated his preference in participating and cooperating with Ramsey County’s management of deer without a separate Roseville ordinance.

Regarding his previous recommendation for inserting language “at any one time,” Mayor Roe recognized that it may not suffice and directed legal counsel and staff to work out revised language.

Regarding the grandfathering question from Mr. Callaghan, Mayor Roe, with concurrence from City Attorney Gaughan, clarified that this referred specifically to land use and zoning codes.

Regarding working cooperatively with Ramsey County, Mayor Roe asked staff to respond to how that was envisioned.

Parks & Recreation Director Lonnie Brokke

Mr. Brokke advised that the City of Roseville had been working with Ramsey County over the years and intended to continue doing so, with the county performing a count for which Roseville paid an annual participation fee to be included. Mr. Brokke noted that the county hired a helicopter during the winter for better visibility after a fresh snowfall, to take a county representative around for that count, whether or not it was scientific or not. However, Mr. Brokke clarified that Ramsey County only did a hunt on their property, and in Roseville that would include any county-owned property (e.g. Lake Josephine Park), which they would conduct after having alerted and received authorization from the City. For any hunts on city-owned property, Mr. Brokke clarified would be the responsibility of the City of Roseville, but would still be coordinated with Ramsey County in their work with the DNR.

At the request of Councilmember Etten, Mr. Brokke confirmed that Ramsey County conducted the deer count annually unless a lack of snowfall prevented them from doing so, thus the minimum standard of bi-annual counts referenced in ordinance language and as noted by Mayor Roe.

Since Ramsey County hunts on their land and in surrounding jurisdictions, Councilmember Laliberte asked if there was an identity of those properties, what cities and how often that may be driving the deer population to Roseville. Councilmember Laliberte opined that a broader understanding of that regional picture was needed if not tonight then asked that staff provide it at a later date.

Mr. Brokke responded that the annual Ramsey County hunt identified a number of sites, with ten identified this fall after which they would perform hunts in those areas indicated after receiving applicable individual community authorization for those hunts on county-owned property within those respective jurisdictions.

Since Ramsey County is charged in managing this herd, Councilmember McGehee asked if there was any reason they wouldn't ask to hunt on property they owned in Roseville if they thought it was necessary.

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Mr. Brokke clarified that Ramsey County managed the deer population only on their property and tracked it accordingly, with other cities performing hunts and providing that information to Ramsey County so they are aware of that other harvesting occurring in Roseville.

At the request of Councilmember Etten, Mr. Brokke confirmed that Ramsey County would still need to seek authorization from the City of Roseville before conducting their hunt on county-owned properties in Ramsey County, providing that check still in place; but them not currently doing so because such a hunt is not allowed anywhere in Roseville at this time without some type of ordinance like this in place.

At the request of Councilmember McGehee, Mr. Brokke advised that Ramsey County had strongly encouraged the City of Roseville to look at some type of control mechanism.

Councilmember Willmus opined that an ordinance of this type would be good and would start to help the City gain control of the deer population. Regarding placement of ornamental displays referenced by Mr. Bull, Councilmember Willmus opined that was a totally different situation than intended with this ordinance, and targeted to deliberate feeding. If the City Council wished to be responsible to concerns expressed by some residents in the community regarding the growing deer population, Councilmember Willmus opined that some type of control mechanism was needed to limit exposure to or availability of food for wildlife, as well as options available if and when the City needed to look at physically reducing their number. Therefore, Councilmember Willmus further opined that this ordinance helped set in place that path; and again expressed his support for such an ordinance.

In terms of a policy, Mayor Roe noted that while the draft ordinance talked about bow hunts, he wasn't sure the policy excluded other means; referencing his hearing today about another community's approach to trap deer and euthanize them at that time. Mayor Roe noted that any ordinance could be revised as needed by a majority vote.

Councilmember McGehee expressed her agreement with both speakers; opining that the original intent was to address those feeding deer, and now it had morphed into something else; and suggested reverting to a simple deer management plan.

Councilmember Etten disagreed with that synopsis, opining public testimony had indicated otherwise as heard over the last few months.

Councilmember McGehee responded that other wildlife problems brought forward were the result of improper enclosure under their decking. While this com-

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munity chose not to support organized trash collection as an example, Councilmember McGehee questioned how they could be willing to spend money on this enforcement that impacted residents in their back yards and those liking the wildlife aspect, creating the overpopulation of deer that the City was now being asked to manage, but not encompassing management of turkeys or other wildlife, which she found an imposition and terribly offensive.

Councilmember Etten noted his receipt of another neighbor communication about experiencing raccoon problems and their safety concerns due to intentional feeding of wildlife by others in that neighborhood.

Councilmember Laliberte stated that she was uncomfortable with the end of c (line 22) that intentional feeding causes concentration of wild animals and other details, questioning the need to get into that much detail. If the main issue is a concern with public safety and health, Councilmember Laliberte opined that language should suffice without any further editorializing about impacts to front yards. Councilmember Laliberte further suggested not listing species or categorizing waterfowl; while supporting more specificity in Item B ((lines 37 – 39) in defining time. Regarding fines, without apply them, Councilmember McGehee opined that the ordinance became a suggestion with no enforcement mechanism, even though from the beginning she has referred to this as a “tattle tale” ordinance, while also recognizing the various passionate emotions on this topic. While not in general disagreement with the draft ordinance, with further revisions, and in line with tonight’s discussion, Councilmember Laliberte expressed caution regarding her concerns.

Deer Population Management Program and Policy

Specific to the Deer Management Plan section, Councilmember Laliberte questioned if the City should completely adhere to the DNR sustainable deer habitat numbers that the City always exceeded, opining that the City had already seemed to sustain a relationship with a higher number of deer above those established by the DNR.

As noted by Councilmember McGehee, Councilmember Laliberte supported the main focus of this ordinance being one of educating the public as the lead versus burying it within the document as it is now and in an effort to make it more successful in the long-term.

In addition to annual deer population counts from Ramsey County, Councilmember Laliberte stated that she also expected a proposal from Ramsey County hot the sites and communities for their annual hunts allowing for a more global look at the deer population beyond Roseville borders; and perhaps even resulting in joint meetings with City Council’s and/or Mayors with neighboring communities specific to that issue.

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Regarding ordinance language stating that the City Council will discuss from time to time safety precautions on a hunt, Councilmember Laliberte stated that she was not comfortable with that language and suggested removing it entirely from ordinance language.

In the annual report to the City Council, Councilmember Laliberte suggested it include reports from surrounding areas.

While generally supportive of the Program and Policy, Councilmember Laliberte suggested it needed further revision and was not yet ready for prime time.

With no objections, Mayor Roe directed staff to augment language to include the context of communities and jurisdictions around Roseville; and stated he would work with staff offline on proposed language accordingly.

Councilmember McGehee asked Councilmember Laliberte if she had any interest in not having a section for fines, and only an educational component to remove the “tattle tale” concept by working with other communities surrounding Roseville. Councilmember Laliberte responded that, without some repercussions, the tendency would be to continue doing as you had been to-date. With Councilmember McGehee noting the cost of enforcement, Councilmember Laliberte responded that if enforcement of this ordinance proved as tricky as some other enforcement efforts by the City, it caused her some hesitation as she looked at it in light of what more the Community Development Department could realistically take on with current staff resources.

Specific to Councilmember Laliberte’s comments related to deer population counts and getting along up to this point, Councilmember Willmus stated he would push back by responding that he could recall hearing from residents as far back as ten years ago related to the excessive number of deer and damage to their gardens. Councilmember Willmus opined that this ordinance and policy were both long overdue, and at this point, he would not go so far as to attempt to limit it or any options to physically reduce the number of deer currently within the boundaries of Roseville.

Councilmember Laliberte clarified that her comment about options to reduce the herd was intended to suggest leaving it at the discretion of the City Council regarding that method – in both the policy and ordinance – and not indicating any opposition from her as to management of the herd in itself.

At the request of Mayor Roe, City Manager Trudgeon advised that he would review his notes and the meeting minutes from tonight’s discussion in drafting changes as noted to the ordinance and policy, with more emphasis to education, 5’ off the ground for feeders depending on the judgment of staff in enforcing things specific to handicapped issues, and any changes related to specificity of wild ani-

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mal lists and cognizant of addressing potential future wild animal issues (e.g. wild turkeys being experienced in the City of Shoreview). At that point, Mr. Trudgeon advised staff would return to the City Council with the next iteration.

16. City Manager Future Agenda Review

City Manager Trudgeon briefly reviewed upcoming agenda items.

Specific to the potential dissolution of the Housing & Redevelopment Authority (HRA) in light of the most recent bylaw changes provided by the HRA moving their authority to the City Council, Mr. Trudgeon noted the need to determine if and when to notice a public hearing accordingly or seeking further direction on how to proceed.

Discussion ensued regarding whether or not to schedule the public hearing to allow the public to weigh in versus public comment at the time that discussion is held by the City Council; and whether to hold a hearing without a specific intent or conclusion to dissolve the HRA.

Councilmember Willmus stated that his position had remained clear in his focus on economic development and redevelopment, and rather than backtracking, his intent at this point would be to move forward with dissolution of the HRA with ongoing administration of remaining HRA programs by the Community Development Department.

Councilmember Laliberte recalled that the City Council took a vote to initiate the process of dissolution of the HRA and no subsequent vote had been taken not to do so; therefore from a community engagement standpoint, opined that it would be disingenuous of the City Council to seek public comment and then pull back without hearing from the community on what was most important to them.

Councilmember McGehee noted input had been sought by the City Council many times, but it didn't listen to residents; and further noted that the original HRA had become a very different entity over time, especially with the discussions previously held and restructuring from a non-elected to an elected body that had yet to be discussed by the public but having many public implications. Councilmember McGehee opined that dissolution of the HRA didn't only affect the residents of Roseville, but the development and metropolitan community as well. Councilmember McGehee opined that there was no rush to discuss the issue until the October 19 City Council Worksession to determine whether or not to schedule a public hearing based on additional information from that discussion.

Mayor Roe noted that, without having included an item on tonight's agenda to discuss this issue, the most recent discussion was to consider dissolution on October 26 at a public hearing, and therefore any further preliminary discussion should be held on October 19th rather than tonight.

City of Roseville
ORDINANCE NO.

AN ORDINANCE CREATING

TITLE 4, CHAPTER 411

AN ORDINANCE RELATING TO THE MANAGEMENT OF WILDLIFE
IN THE CITY

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Title 1, Chapter 411 of the Roseville City Code is created to read as follows:

411.01: PURPOSE

It is the purpose of this Chapter to manage wildlife within the city and eliminate intentional feeding of wild animals for the following reasons:

- (a) Management of wildlife in urban areas is important to the health of residents and the animals.
- (b) Population management of wildlife is necessary to ensure a stable balance of resources and the reduction in nuisances for residents.
- (c) Intentional feeding causes unwanted concentrations of wild animals, ~~which can destroy garden crops and landscaping in areas of the city.~~
- (d) Intentional feeding results in an increased potential of public safety problems including car/animal crashes and the spreading of diseases.

411.02: DEFINITIONS

Wild Animal. Any animal that is not normally domesticated in the state, including but not limited to raccoons, turkeys, coyotes, deer, feral cats, foxes, ~~and~~ skunks, and waterfowl ducks, geese, swans, herons, and egrets.

411.03: FEEDING OF WILD ANIMALS PROHIBITED

A. Except as hereinafter provided no person shall intentionally feed wild animals within the City.

B. Intentional feeding is defined as distributing one gallon or more within in one 24-hour period of grain, vegetables, fruits, nuts, hay, or a salt lick on the ground or at a location less than 5 feet above the ground or at any other location or in any other manner that regularly attracts wild animals.

C. The provisions of Section 411.03 shall not apply to the following:

1. Persons maintaining incidental living food sources such as fruit trees and other live vegetation

2. Persons feeding common small backyard birds using self-enclosed feeding devices or containers at least 5 feet above the ground.

3. Persons that cannot physically place materials 5 feet or higher from the ground as long as they comply with the other standards contained in Chapter 411.03(B).

3. Employees or agents of the City, County, State, the Federal government or veterinarians who in the course of their official duties have wild animals in their custody or under their management.

4. Persons caring for animals at the Roseville Wildlife Rehabilitation Center

5. Persons bringing wildlife into Roseville for educational purposes.

D. Violation of this ordinance provision will be subject to an administrative fine of \$100 for the first violation, \$200 for a second violation, and \$300 for each subsequent violation within a 24-month period. This section does not prohibit, prevent, or bar any other applicable remedies available at law for any conduct described in Section 411.03 including, but not limited to, nuisance abatement, civil injunction or criminal prosecution.

E. The Community Development Department is authorized to implement and enforce the provisions of 411.03. The Community Development Director shall promulgate rules, regulations, and/or policies consistent with all provisions herein.

F. Any person or persons against whom an administrative fine is imposed under Section 411.05 may appeal such administrative penalty pursuant to Chapter 102 of City Code.

411.04: DEER MANAGEMENT PLAN

A. The City shall develop and maintain a deer management program to manage the number of deer that may be adequately supported by suitable habitat within the City of Roseville. At a minimum, the deer management plan shall contain the following:

14. Provision of education to residents on the best management practices for coexisting with the deer population.

24. A bi-annual deer population count, as weather permits, using methodology endorsed or utilized by Ramsey County.

32. Determination of the amount of suitable deer habitat utilizing Minnesota Department of Natural Resources information and resources.

43. Tracking of the location of vehicle/deer accidents.

~~4. Provision of education to residents on the best management practices for coexisting with the deer population.~~

5. Annual reports to the City Council on the deer management program, including information about other deer hunts conducted within Ramsey County.

B. Notwithstanding other provisions of this Code, for purposes of managing the deer population in accordance with the adopted deer management program, deer hunts may from time to time be approved by the City Council, including the timing, location, method, and safety precautions, among other provisions, for such hunts.

411.05 SEVERABILITY

If any provision of this ordinance is found to be invalid for any reason by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

SECTION 2: Title I, Chapter 503.10 of the Roseville City Code is hereby amended:

503.10 USE OF BOW AND ARROW

As used in this chapter, the term “bow and arrow” is defined as a bowed shaft of material such

95 as metal, wood or plastic, the ends of which are pulled into a bow formation by a string, cord,
96 wire or any other type of material and used for the purpose of propelling an arrow by means of
97 the power developed in pulling the string against the tension of the bow and further provided
98 that the arrow used is pointed or is equipped with a pointed head of metal, plastic or other
99 material capable of penetrating an object when propelled by the bow.

100
101 It is unlawful for any person to shoot a bow and arrow except: in a school program, on school
102 grounds and supervised by a member of its faculty, a community class, a City Council
103 authorized deer hunt pursuant to City Code Section 411.04, or on a bow and arrow range
104 specifically authorized by the Chief of Police.
105

106 SECTION 3 : Effective date. This ordinance shall take effect upon its passage and
107 publication.

| _____

1 5 *Ordinance – Title of Ordinance* 20 -
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CITY OF ROSEVILLE

BY: _____
Daniel J. Roe, Mayor

Patrick Trudgeon, City Manager

**City of Roseville
Deer Population Management Program and Policy**

Purpose of Policy:

Based on the City of Roseville's desire to balance the need for urban services with the protection and management of our natural surroundings, the city hereby authorizes its deer management program. The program is intended to maintain deer as an asset to the community; prevent starvation and disease from overpopulation of deer; reduce the number of motor vehicle accidents involving deer; and preserve and protect the land of property owners;

Scope

City staff will administer a program of deer management within the parameters established by this policy.

Deer Population Count

Bi-annually, an estimate of the deer population will be made using methodology endorsed by the Minnesota Department of Natural Resources (DNR) and conducted by Ramsey County. This information will also be shared with the DNR.

Suitable Deer Habitat

The amount of suitable deer habitat within Roseville will be determined by staff and updated periodically based on development trends. Suitable habitat within Roseville includes city-owned open space, private open space, wetlands (excluding water bodies), flood plains, and any other undeveloped land. Minnesota DNR wildlife specialists establish an upper limit on the number of deer that can be supported per square mile of suitable habitat.

Removal of Deer

The city may from time to time conduct a hunt in order to remove a portion of the deer within Roseville. The City Council may order a hunt at their discretion after reviewing the most recent deer population counts and amount of suitable deer habitat within Roseville. ~~Deer may be removed through the use of an archery hunt.~~

The city must comply with DNR regulations regarding the removal of deer. This includes receiving any applicable permits and removing deer during periods authorized by the DNR. Removal methods must be approved by the DNR and must ensure the highest degree of safety to residents.

Vehicle/Deer Accidents

Staff will review the locations of vehicle/deer accidents and take reasonable steps to improve the safety of these areas when possible and feasible.

Educating Residents

The city will provide education to residents on the best management practices for coexisting with the deer population. Other community education efforts will be undertaken to inform residents about the deer management program.

Annual Report to City Council

Annually, city staff will provide the city council with a report on the status of the deer management program, including information about other deer hunts conducted within Ramsey County.

Approved by Roseville City Council: _____

**CITY OF ROSEVILLE
OFFICIAL SUMMARY OF ORDINANCE NO.**

AN ORDINANCE RELATING TO THE MANAGEMENT OF WILDLIFE IN THE CITY

The City Council of the City of Roseville adopted Ordinance No. _____ on November 9, 2015 which is summarized as follows:

The Roseville City Code, Title 4, Health and Sanitation; and Title 5, Police Regulations has been amended to create wildlife management regulations for the City of Roseville.

A printed copy of the ordinance is available for inspection by any person during regular office hours in the office of the City Manager at the Roseville City Hall, 2660 Civic Center Drive, Roseville, Minnesota 55113. A copy of the ordinance and summary is also be posted at the Reference Desk of the Roseville Branch of the Ramsey County Library, 2160 Hamline Avenue, Roseville, MN. 55113, and on the internet website of the City of Roseville (www.cityofroseville.com).

Ord – Chapters XXXX & XXXXX

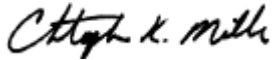
Attest: _____
Patrick Trudgeon, City Manager

Date: _____

REQUEST FOR COUNCIL ACTION

Date: 11/09/2015
Item No.: 12.a

Department Approval



City Manager Approval



Item Description: Public Hearing to Consider Approving the 2016 Liquor License Renewals

BACKGROUND

Under City Code, a public hearing is required to consider approving liquor license renewals for the following calendar year. The City has received the following completed renewal applications for 2016:

- ❖ 6 Off Sale Intoxicating liquor licenses (maximum of 10 permitted under City Code)
- ❖ 17 On Sale Intoxicating liquor licenses
- ❖ 10 On Sale 3.2 Non-Intoxicating Malt Liquor licenses
- ❖ 8 Off Sale 3.2 Non-Intoxicating Malt Liquor licenses
- ❖ 2 Club liquor licenses
- ❖ 9 Wine only liquor licenses

A detailed list of all liquor license renewals is included in *Attachment A*.

The following liquor establishments had liquor compliance failures during 2015:

Date	Establishment	Presumptive Penalty Imposed
7/8/2015	Wing Stop	\$1000 Fine, 1 Day Suspension
10/8/2015	D'Amico & Sons	Pending Fine and Suspension

The Council has discretion to factor in these compliance failures in considering whether to renew a liquor license.

POLICY OBJECTIVE

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

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.

25 **STAFF RECOMMENDATION**
26 All liquor license renewal applications have met Statutory and City Code requirements. Staff recommends
27 approval pending background checks.

28 **REQUESTED COUNCIL ACTION**
29 Motion to approve/deny the renewal of the requested liquor licenses for 2016.

30
Prepared by: Chris Miller, Finance Director
Attachments: A: Requested liquor license renewals for 2016.

31

Off-Sale

Cellars Wines & Spirits
Chuchao Liquor
Cub Liquor
Hamline Liquors
Roseville Wine & Spirits
Total Wine & More

On-Sale & Special Sunday Liquor Sales

Applebee's Neighborhood Grill & Bar
Big Bowl
Buffalo Wild Wings Grill & Bar
Chianti Grill
Courtyard by Marriott
Green Mill
Fantasy Flight Game Center
Joe Senser's Sports Grill & Bar
Kahn's Mongolian Barbeque
LaCastia
Ol Mexico
Old Chicago
Olive Garden #1245
OSAKA Roseville
Radisson Hotel Roseville
Red Lobster
Ruby Tuesday

On-Sale 3.2 Non-Intoxicating

Cedarholm Golf Course
Chipotle Mexican Grill
D'Amico & Sons
Davanni's Pizza & Hot Hoagies
Famous Dave's BBQ Shack
Good Earth Restaurant & Bakery
Kyoto Sushi
Noodles & Company
Szechuan
Wing Stop

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Off-Sale 3.2 Non-Intoxicating

- Cub Foods – Har Mar
- Cub Foods - Larpentuer
- Super America #4115
- Super America #4502
- Super America #4210
- Super America #4520
- Roseville Winner
- Target Store T-2101

On-Sale Club & Special Sunday Liquor Sales

- Midland Hills Country Club
- Roseville VFW

Wine

- Chipotle Mexican Grill
- D’Amico & Sons
- Davanni’s Pizza & Hot Hoagies
- Famous Dave’s BBQ Shack
- Good Earth Restaurant & Bakery
- Kyoto Sushi
- Noodles & Company
- Szechuan
- Wing Stop

REQUEST FOR COUNCIL ACTION

Date: November 9, 2015
Item No.: 12.b

Department Approval

City Manager Approval



Item Description: Public Hearing to Consider Cable Television Franchise Ordinance and Agreement with CenturyLink

BACKGROUND

As the City Council is aware, the North Suburban Communications Commission (“NSCC”) manages the City’s cable television franchises on behalf of the City. On October 7, 2015, the NSCC voted to recommend that each member city enter into a cable television franchise agreement with CenturyLink. The first step to consider granting a franchise is to conduct a public hearing. Mike Bradley, attorney for the NSCC will be present at the November 9 meeting to make a presentation about the proposed franchise.

In summary, the agreement has a proposed term of five years with a goal of a complete build-out of CenturyLink’s infrastructure within the city during that period. CenturyLink will provide 16 high-definition Access Channels to NSCC. CenturyLink will also allow cities to have public service announcements on non-public access channels during unsold/unused airtime and will provide 25 hours of video on demand of city content for subscribers to access through their TV. CenturyLink will pay a franchise fee based on 5% of the gross revenue from Roseville customers and pay a PEG fee of \$4.15 per month. These amounts are the same as Comcast is required to pay.

Since a cable franchise is granted by ordinance, the City must hold a public hearing on the cable franchise ordinance. At a subsequent meeting, the City will need to take action to approve or deny the proposed franchise ordinance and direct staff to draft findings consistent with its decision.

POLICY OBJECTIVE

Having a franchise agreement with CenturyLink will foster a competitive market for cable television subscribers.

FINANCIAL IMPACTS

At this point, it is not certain if allowing for a CenturyLink will provide additional revenue. While CenturyLink will pay Roseville a franchise fee, it is unclear whether the total cable TV subscription base will increase or if the existing subscriber base will remain stable and make a choice between Comcast and CenturyLink. Staff does not believe that the overall amount of franchise fees will decrease. The City currently receives slightly over \$400,000 annually in franchise fees.

STAFF RECOMMENDATION

31 Staff recommends that the City Council meeting conduct a public hearing on the CenturyLink Cable
32 Franchise Ordinance at this time. At a subsequent meeting, the City will need to take action to approve
33 or deny the proposed franchise ordinance and direct staff to draft findings consistent with its decision.
34

35 **REQUESTED COUNCIL ACTION**

36 Conduct a public hearing on the CenturyLink Cable Franchise Ordinance.

37

Prepared by: Patrick Trudgeon, City Manager (651) 792-7021

Attachments: A: Draft Findings of Fact – CenturyLink Cable Franchise
B: Draft Cable Television Franchise Ordinance with CenturyLink

CITY OF ROSEVILLE, MINNESOTA

In Re: CenturyLink Cable Franchise
Application

FINDINGS OF FACT

The City is one of nine member cities of the North Suburban Communications Commission (the “NSCC”). Following the submission of an application for a cable television franchise for each member city of the NSCC, the above-entitled matter initially came before the NSCC for a public hearing on Thursday, March 5, 2015, at the NSCC’s Office located at 2670 Arthur Street, Roseville, MN 55113. Said public hearing was held open through Friday, March 13, 2015, for the purpose of allowing additional written public comments. Following the public hearing, the NSCC’s Executive Director prepared a detailed report entitled “Staff Report on CenturyLink Cable Franchise Application” (the “Staff Report”). The NSCC received and filed the Staff Report and directed NSCC staff to negotiate a cable television franchise with CenturyLink.

The City, in furtherance of its obligations as a steward on behalf of consumers in the City, desires to promote competition in the delivery of cable services and to encourage the deployment of state-of-the-art broadband networks in the hope that true and effective competition between cable service providers will increase the availability and quality of cable services, spur the development of new technologies, improve customer service, minimize rate increases and generally benefit consumers of the City.

The City also recognizes that any facilities based, second cable entrant is in a different position than the incumbent cable provider because the second entrant faces a significant, up front capital investment prior to having the opportunity to compete for its first customer. It is beneficial to attract and retain second entrants because of the investment made in the community

and the creation of new jobs, as well as the benefits to consumers by having a cable service competitor in the City. Adoption of this Franchise is, in the judgment of the City Council, in the best interests of the City and its residents.

Having held a public hearing on the cable franchise application (via the NSCC) and having reviewed the negotiated cable franchise with CenturyLink, the City now makes the following findings:

FINDINGS OF FACT

1. The City has the authority to grant cable television franchises to cable service providers, pursuant to applicable law. *See* Minn. Stat. § 238.08, Subd. 1(a); and Cable Office Report, § 4.
2. In January, 2015, the NSCC published a Notice of Intent to Franchise in a newspaper of general circulation of the City. *See* Staff Report, § 1.
3. CenturyLink submitted a cable franchise application (the “Application”) on February 20, 2015. *See* Staff Report, § 1.
4. The NSCC held a public hearing on the Application on March 5, 2015, and left the public hearing open until March 13, 2015, for the purpose of receiving additional written comments from the public. *See* Staff Report, Executive Summary and § 1.
5. Following the public hearing, the NSCC’s Executive Director prepared a “Staff Report on CenturyLink Cable Franchise Application” (the “Staff Report”) dated April 9, 2015. The Staff Report is incorporated herein by Reference.

6. The Staff Report was received and filed by the NSCC on or about April 10, 2015, and the NSCC directed NSCC staff to negotiate a cable television franchise with CenturyLink.
7. NSCC staff negotiated a cable television franchise with CenturyLink and presented it to the NSCC on October 7, 2015.
8. The NSCC adopted a Findings of Fact and Recommendation on October 7, 2015, which recommended approval of the negotiated cable television franchise with CenturyLink by each member city.
9. The City held a public hearing on the CenturyLink Cable Television Franchise Ordinance on November 9, 2015.
10. The impact of competition and the challenges to a new cable operator, like CenturyLink, are identified in the Staff Report. *See* Staff Report, § 2.
11. The applicable federal, state and local legal cable franchising requirements, including the application requirements, are identified in the Staff Report. *See* Staff Report, §§ 5 - 8.
12. The Staff Report identified the issues raised by the public, including the incumbent franchised cable operator, Comcast. *See* Staff Report, § 9.
13. The NSCC has substantially complied with the state and local cable franchise application requirements identified in the Staff Report.
14. CenturyLink's application substantially complied with state and local cable franchise application requirements identified in the Staff Report.
15. In the cable television franchise, CenturyLink agrees it has constructed a legacy communications system throughout the City that is capable of providing

telephone and internet services. CenturyLink represents that it desires to upgrade its existing legacy communications system and to install certain new facilities and equipment in the City and intends to operate a cable communications system in the City. *See* Staff Report, Exhibits 2 and 3.

16. CenturyLink further represents that upon completion of its cable service headend, it will be capable of providing cable communications service to a portion of the City over its existing facilities, but currently has no market penetration in the cable communications service market in the City. *See* Staff Report, Exhibits 2 and 3.
17. The NSCC reviewed CenturyLink's franchise application, published a notice of intent to franchise and held a public hearing all in compliance with applicable law. *See* Staff Report, § 1.
18. Comcast of Minnesota, Inc. ("Comcast"), currently holds a non-exclusive franchise with the City, and, Comcast, through its predecessors in interest, has continuously held a franchise with the City since 1983. *See* Staff Report, § 3
19. CenturyLink will be the first facilities based franchised cable operator to compete against the incumbent provider in the City since the initial cable television franchise was granted in 1983. *See* Staff Report, § 3.
20. Section 621(a)(1) of the Cable Television Consumer Protection and Competition Act of 1992 was amended to provide that "...a franchising authority may not unreasonably refuse to award an additional competitive franchise." In support of its mandate, the Conference Report noted that "[W]ithout the presence of another multichannel video programming distributor, a cable system faces no local

competition. The result is undue market power for the cable operator as compared to that of consumers” *See* H.R. Conf. Rep. No. 102-862, at 1231 (1992); and 621 Order at ¶ 8.

21. *In the Matter of Section 621(a)(1) of the Cable Communications Policy Act of 1984 as amended by the Cable Television Consumer Protection and Competition Act of 1992*, Report and Order and Further Notice of Proposed Rulemaking, MB Docket No. 05-311 (Rel. March 5, 2007) (the “621 Order”), the FCC determined, based on Section 621(a)(1), that it is unlawful for a local franchising authority to refuse to grant a competitive franchise on the basis of unreasonable build-out mandates and that such mandates “can have the effect of granting de facto exclusive franchises, in direct contravention of Section 621(a)(1)’s prohibition of exclusive cable franchises.” *See* 621 Order, at ¶ 40; *see also*, Staff Report, § 7(E).
22. According to the FCC, “[b]ecause a second provider realistically cannot count on acquiring a share of the market similar to the incumbent’s share, the second entrant cannot justify a large initial deployment. Rather a new entrant must begin offering service within a smaller area to determine whether it can reasonably ensure a return on its investment before expanding.” *See* Staff Report, § 7(D).
23. In the 621 Order, the FCC found that “new cable competition reduced rates far more than competition from DBS [Direct Broadcast Satellite]. Specifically, the presence of a second cable operator in a market results in rates approximately 15 percent lower than in areas without competition.” *See also*, Staff Report, § 2.

24. The FCC also found that “competition for delivery of bundled services will benefit consumers by driving down prices and improving the quality of service offerings.” *See* Staff Report, § 2.
25. The FCC has concluded in the 621 Order that “broadband deployment and video entry are ‘inextricably linked’ and that broadband deployment is not profitable without the ability to compete with the bundled services that cable companies provide.” *See* 621 Order at ¶ 51; *see also*, Staff Report, §§ 2 and 7.
26. The City must, pursuant to the Federal Cable Act, “allow the applicant’s cable system a reasonable period of time to become capable of providing service to all households in the franchise area.” *See* Staff Report, § 7(A).
27. Minnesota Statutes, Chapter 238, among other things, requires a level playing field with the incumbent relating to area served (Minn. Stat. § 238.08, Subd. 1(b)) and a mandatory build out requirement within five years in initial cable franchises (Minn. Stat. § 238.084 Subd. 1(m)(3)). *See* Staff Report, § 8(A)-(B), and 11(c). CenturyLink has demonstrated a good faith basis for its position that applicable federal law preempts these provisions of Chapter 238 because they constitute an unreasonable barrier to entry. *See* Staff Report, § 11(c), and Exhibit 3 at ¶¶ 19-23.
28. CenturyLink claims the fact that these two provisions of the Minnesota Statutes constitute an unreasonable barrier to entry in the City is evidenced in part by the fact that there has been no facilities-based competitor since the initial cable communications franchise was granted. *See* Staff Report, Exhibit 3 at ¶¶ 19-23. CenturyLink has agreed to fully defend, indemnify and hold the City and the

NSCC harmless in the event this cable television franchise agreement is legally challenged. *See* Staff Report, § 11(c).

29. The cable television franchise ordinance is substantially similar to the Comcast cable television franchise, but also addresses a reasonable build-out of the City, and economic redlining.
30. The reasonable build-out provisions in the cable television franchise satisfy the state franchise requirement of requiring the cable system to be substantially complete within five (5) years and the federal franchise requirement of allowing a new cable service provider a reasonable period of time to become capable of providing cable service to all households in the franchise area. *See* Minn. Stat. § 238.084, Subd. 1(m); 47 U.S.C. § 541(a)(4)(A); and Staff Report, §§ 7(A), 7(D)-7(E), 8(B), and 11(c).
31. The 5-year cable television franchise requires CenturyLink to initially construct its system to serve fifteen percent (15%) of the City over 2 years. CenturyLink is required to make its best efforts to complete its initial deployment in less than 2 years and is required to equitably serve households throughout the City, including a significant number of households below the minimum income of the City. Quarterly meetings will allow the City and the NSCC to monitor CenturyLink's progress and compliance with the cable franchise and, if CenturyLink has market success, the cable television franchise has provisions to accelerate the construction of the cable communications system with the goal being complete coverage of the City by the end of the franchise term.

32. The state's cable franchising level playing field statute is satisfied because the cable television franchise requires (1) CenturyLink to pay the same franchise fee as Comcast; (2) the same area of coverage as Comcast; and (3) similar, and in some instances greater, public educational and governmental access requirements. *See* Minn. Stat. § 238.08, subd. 1(b); Staff Report, §§ 7(G), 8(A), and 11(d).
33. CenturyLink submitted an application that included a design for a state-of-the-art cable system that is capable or reliably providing a panoply of cable services to subscribers as required by the NSCC's Competitive Franchising Policies and Procedures. *See* Staff Report, § 10(3)(b).
34. The City has considered the financial, technical, and legal qualifications of CenturyLink. *See, e.g.,* Staff Report, § 10(3).
35. CenturyLink has the financial, technical, and legal qualifications to operate a cable communication system in the City.
36. A CenturyLink cable television franchise will provide a meaningful, distinct alternative to existing multichannel video programming distributors (including existing cable, direct broadcast satellite and other companies), will result in greater consumer choice, is in the public interest for economic development in the City. *See* Staff Report, Exhibits 2 and 3. CenturyLink has also promised to provide additional enhancements to PEG offerings to the City. For example, it has agreed in the franchise to provide every PEG channel in HD and to allow the City to share live programming with other cities in the Twin Cities by providing a Twin Cities Metro PEG Interconnect Network.

37. Consumers and residents of the City will also benefit from CenturyLink's competitive presence because it will drive broader deployment of higher broadband speeds. *See* Staff Report, Exhibits 2 and 3
38. CenturyLink has agreed to an initial deployment area, and it will serve additional areas based upon its market success, as defined in the franchise agreement, which the FCC has deemed to be a reasonable deployment model. *See* Staff Report, § 7(E)(b).
39. The City and its citizens will benefit from facilities based competition in the cable television market. *See* Staff Report, § 2.
40. All prior actions of the NSCC related to the CenturyLink Cable Franchise Application are hereby ratified and approved.

Therefore, based on the foregoing, the City Council has determined that it is in the best interests of the City and its residents to enter in to a cable television franchise ordinance/agreement with CenturyLink, in the form negotiated by the NSCC and that these Findings be incorporated therewith.

ORDINANCE NO. _____

CITY OF ROSEVILLE

CABLE TELEVISION FRANCHISE ORDINANCE

Date: _____, 2015

Prepared by:

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ORDINANCE NO. _____

AN ORDINANCE GRANTING A FRANCHISE TO QWEST BROADBAND SERVICES, INC., D/B/A CENTURYLINK, TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE COMMUNICATIONS SYSTEM IN THE CITY OF ROSEVILLE; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY IN CONJUNCTION WITH THE CITY'S RIGHT-OF-WAY ORDINANCE, IF ANY, AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN;

The City Council of the City of Roseville ordains:

STATEMENT OF INTENT AND PURPOSE

Qwest Broadband Services, Inc., d/b/a CenturyLink ("Grantee"), applied for a cable franchise to serve the City. The City will adopt separate findings related to the application and the decision to grant a cable franchise to Grantee, which shall be incorporated herewith by reference. The City intends, by the adoption of this Franchise, to bring about competition in the delivery of cable services in the City.

Adoption of this Franchise is, in the judgment of the Council, in the best interests of the City and its residents.

SECTION 1. SHORT TITLE AND DEFINITIONS

1. Short Title. This Franchise Ordinance shall be known and cited as the CenturyLink Cable Franchise Ordinance.
2. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.
 - a. "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. § 543(b)(7).
 - b. "City" means City of Roseville, a municipal corporation, in the State of Minnesota, acting by and through its City Council, or its lawfully appointed designee.
 - c. "City Council" means the governing body of the City.

- d. “Cable Service” or “Service” means the provision of communications and/or entertainment services as “Cable Service” is defined by Minn. Stat. § 238.01 *et seq.* and 47 U.S.C § 521 *et seq.*, as may be amended from time to time, but including Institutional Network services. Cable Service shall also include any video programming service for which a franchise from a local government is permitted under state law.
- e. “Cable System” or “System” means a system of antennas, cables, wires, lines, towers, waveguides, or other conductors, Converters, equipment, or facilities located in City and designed and constructed for the purpose of producing, receiving, transmitting, amplifying, or distributing audio, video, and data. System as defined herein shall not be inconsistent with the definitions set forth in Minn. Stat. § 238.02, subd. 3 and 47 U.S.C. § 522(7). This definition shall include any facility that is a “cable system” under federal law or a “cable communications system” under state law.
- f. “Commercial Need” or “Marketplace Need” means such need or market demand which City and Grantee may jointly determine requires action or performance by Grantee as specifically set forth in this Franchise. Such determination shall be based upon evidence and information presented by City, Grantee and other interested parties at a duly noticed public proceeding. Grantee shall have an opportunity to present evidence regarding the level of market demand, the cost of meeting such demand and the availability of technologies to meet such demand. Any decision regarding Commercial or Marketplace Need which requires action by Grantee shall not be unreasonable.
- g. “Commission” means the North Suburban Communications Commission, a municipal Joint Powers Commission.
- h. “Converter” means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the service.
- i. “Drop” means the cable that connects the ground block on the Subscriber's residence or institution to the nearest feeder cable of the System.
- j. “FCC” means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.
- k. “Franchise” or “Cable Franchise” means this ordinance and the regulatory and contractual relationship established hereby.
- l. “Grantee” is Qwest Broadband Services, Inc., d/b/a CenturyLink, its lawful successors, transferees or assignees.

- m. “Gross Revenues” shall be defined as and shall be construed broadly to include all revenues derived directly or indirectly by Grantee and/or an Affiliate that is a cable operator of the Cable System, from the operation of Grantee’s Cable System to provide Cable Services within the City (including cash, credits, property or other consideration of any kind or nature). Gross revenues include, by way of illustration and not limitation: monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services); installation, reconnection, downgrade, upgrade or similar charges associated with changes in subscriber Cable Service levels; fees paid to Grantee for channels designated for commercial/leased access use; converter, remote control, lockout device and other Cable Service equipment rentals and/or leases or sales; advertising revenues received or derived by Grantee and/or its Affiliates, including but not limited to, rep fees, Affiliate fees, rebates and commissions, but excluding unaffiliated agency fees; late fees, convenience fees and administrative fees; revenues from program guides; franchise fees; and commissions from home shopping channels and other revenue sharing arrangements. Gross Revenues subject to franchise fees shall include revenues derived from sales of advertising that run on Grantee’s Cable System within the City and shall be allocated on a *pro rata* basis using total Cable Service subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions paid to third parties associated with sales of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service subscribers reached by the advertising. Gross revenues shall not include: actual bad debt write-offs, provided, however, that all or part of any such actual bad debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected; and any taxes on services furnished by Grantee imposed by any municipality, state or other governmental unit, provided that franchise fees shall not be regarded as such a tax.
- (i) To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the most recent published rate card rate for the components, except it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee receives or derives revenues in the City, and must be updated within sixty (60) days of the date any rate change for cable and/or non-cable services is implemented for a service package containing Cable Service or the date any rate change is implemented for any service

included in a service package that contains Cable Service. The NSCC reserves its right to review and to challenge Grantee's calculations.

- (ii) For purposes of this definition, the term "Affiliates" means any person(s) and/or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Grantee but does not include affiliated entities that are not directly or indirectly involved with the programming, use, management, operation, construction, repair and/or maintenance of Grantee Corporation's cable systems.
- (iii) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the forgoing, the City and/or the Commission reserves its right to challenge Grantee's calculation of Gross Revenues, including the use or interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.
- n. "Household" means a distinct address in the Qwest Corporation ("QC") network database, whether a residence or small business, subscribing to or being offered cable service. Grantee represents and warrants that it has access to the QC network database and shall demonstrate to the City's reasonable satisfaction how the data required in Section 2 are calculated and reported using the QC network database.
- o. "Installation" means the connection of the System from feeder cable to the point of connection with the Subscriber Converter or other terminal equipment.
- p. "Lockout Device" means an optional mechanical or electrical accessory to a Subscriber's terminal which inhibits the viewing of a certain program, certain channel, or certain channels provided by way of the Cable Communication System.
- q. "North Suburbs Access Corporation" means that certain non-profit corporation or its lawful successor, designee, or assignee, which is delegated authority and responsibility for providing certain community programming functions including public access.
- r. "North Suburban System" means the Cable System located in those municipalities collectively comprising the North Suburban Cable Commission.

- s. “Pay Television” means the delivery over the System of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Cable Programming Services.
- t. “Person” is any person, firm, partnership, association, corporation, company, or other legal entity, but does not include the City or Commission.
- u. “Right-of-Way” or “Rights-of-Way” means the area on, below, or above any real property in City in which the City has an interest including, but not limited to any street, road, highway, alley, sidewalk, parkway, park, skyway, or any other place, area, or real property owned by or under the control of City, including other dedicated Rights-of-Way for travel purposes and utility easements.
- v. “Right-of-Way Ordinance” means the ordinance codifying requirements regarding regulation, management and use of Rights-of-Way in City, including registration and permitting requirements.
- w. “Set Top Box” means an electronic device (sometimes referred to as a receiver) which may serve as an interface between a System and a Subscriber’s television monitor and which may convert signals to a frequency acceptable to a television monitor of a Subscriber and may, by an appropriate selector, permit a Subscriber to view all signals of a particular service
- x. “Subscriber” means any Person who lawfully receives service via the System. In the case of multiple office buildings or multiple dwelling units, the “Subscriber” means the lessee, tenant or occupant.

SECTION 2. GRANT OF AUTHORITY AND GENERAL PROVISIONS

- 1. Grant of Franchise.
 - a. This Franchise is granted pursuant to the terms and conditions contained herein.
 - b. Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable City ordinance existing as of the Effective Date.
 - c. Each and every term, provision or condition herein is subject to the provisions of state law, federal law, and local ordinances and regulations. The Municipal Code of the City, as the same may be amended from time to time, is hereby expressly incorporated into this Franchise as if fully set out herein by this reference. Notwithstanding the foregoing, the City may not unilaterally alter the material rights and obligations of Grantee under this Franchise.
 - d. This Franchise shall not be interpreted to prevent the City from imposing additional lawful conditions, including additional compensation conditions for use of the Rights-of-Way, should Grantee provide service other than cable service.

- e. The parties acknowledge that Grantee intends that Qwest Corporation (“QC”), an affiliate of Grantee, will be primarily responsible for the construction and installation of the facilities in the Rights-of-Way, constituting the cable communications system, which will be utilized by Grantee to provide cable service. Grantee promises, as a condition of exercising the privileges granted by this Franchise, that any affiliate of the Grantee, including QC, directly or indirectly involved in the construction, management, or operation of the cable communications system will comply with all applicable federal, state and local laws, rules and regulations regarding the use of the City’s rights of way. The City agrees that to the extent QC violates any applicable laws, rules and regulations, the City shall first seek compliance directly from QC. In the event, the City cannot resolve these violations or disputes with QC, or any other affiliate of Grantee, then the City may look to Grantee to ensure such compliance. Failure by Grantee to ensure QC’s or any other affiliate’s compliance with applicable laws, rules and regulations shall be deemed a material breach of this Franchise by Grantee. To the extent Grantee constructs and installs facilities in the rights-of-way, such installation will be subject to the terms and conditions contained herein.
- f. No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:
 - (i) Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;
 - (ii) Any permit, agreement, or authorization required by the City for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or
 - (iii) Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.
- g. This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.
- h. This Franchise does not authorize Grantee to provide telecommunications service, or to construct, operate or maintain telecommunications facilities. This Franchise is not a bar to imposition of any lawful conditions on Grantee with respect to

telecommunications, whether similar, different or the same as the conditions specified herein. This Franchise does not relieve Grantee of any obligation it may have to obtain from the City an authorization to provide telecommunications services, or to construct, operate or maintain telecommunications facilities, or relieve Grantee of its obligation to comply with any such authorizations that may be lawfully required.

2. Grant of Nonexclusive Authority.

- a. The Grantee shall have the right and privilege, subject to the permitting and other lawful requirements of City ordinance, rule or procedure, to construct, erect, and maintain, in, upon, along, across, above, over and under the Rights-of-Way in City a Cable System and shall have the right and privilege to provide Cable Service. The System constructed and maintained by Grantee or its agents shall not interfere with other uses of the Rights-of-Way. Grantee shall make use of existing poles and other above and below facilities available to Grantee to the extent it is technically and economically feasible to do so.
- b. Notwithstanding the above grant to use Rights-of-Way, no Right-of-Way shall be used by Grantee if City determines that such use is inconsistent with the terms, conditions, or provisions by which such Right-of-Way was created or dedicated, or with the present use of the Right-of-Way.
- c. This Franchise shall be nonexclusive, and City reserves the right to grant a franchise to any Person at any time during the period of this Franchise for the provision of Cable Service. The terms and conditions of any such franchise shall be, when taken as a whole, no less burdensome or more beneficial than those imposed upon Grantee pursuant to this Franchise.

3. Lease or Assignment Prohibited. No Person may lease Grantee's System for the purpose of providing Service until and unless such Person shall have first obtained and shall currently hold a valid Franchise or other lawful authorization containing substantially similar burdens and obligations to this Franchise. Any assignment of rights under this Franchise shall be subject to and in accordance with the requirements of Section 10, Paragraph 5.

4. Franchise Term. This Franchise shall be in effect for a period of five (5) years from the date of acceptance by Grantee, unless sooner renewed, revoked or terminated as herein provided.

5. Compliance with Applicable Laws, Resolutions and Ordinances.

- a. The terms of this Franchise shall define the contractual rights and obligations of Grantee with respect to the provision of Cable Service and operation of the System in City. However, the Grantee shall at all times during the term of this Franchise be subject to all lawful exercise of the police power, statutory rights, local ordinance-making authority, and eminent domain rights of City. Except as

provided below, any modification or amendment to this Franchise, or the rights or obligations contained herein, must be within the lawful exercise of City's police power, in which case the provision(s) modified or amended herein shall be specifically referenced in an ordinance of the City authorizing such amendment or modification. This Franchise may also be modified or amended with the written consent of Grantee as provided in Section 13, Paragraph 3 herein.

- b. Grantee shall comply with the terms of any City ordinance or regulation of general applicability which addresses usage of the Rights-of-Way within City which may have the effect of superseding, modifying or amending the terms of Section 3 and/or Section 8, Paragraph 5(c) herein, except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.
 - c. In the event of any conflict between Section 3 and/or Section 8, Paragraph 5(c) of this Franchise and any City ordinance or regulation which addresses usage of the Rights-of-Way, the conflicting terms in Section 3 and/or Section 8, Paragraph 5(c) of this Franchise shall be superseded by such City ordinance or regulation, except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.
 - d. In the event any City ordinance or regulation which addresses usage of the Rights-of-Way adds to, modifies, amends, or otherwise differently addresses issues addressed in Section 3 and/or Section 8, Paragraph 5(c) of this Franchise, Grantee shall comply with such ordinance or regulation of general applicability, regardless of which requirement was first adopted except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.
 - e. In the event Grantee cannot determine how to comply with any Right-of-Way requirement of City, whether pursuant to this Franchise or other requirement, Grantee shall immediately provide written notice of such question, including Grantee's proposed interpretation, to the City with copy to the North Suburban Cable Communications Commission, in accordance with Section 2, Paragraph 8. The City or Commission shall provide a written response within fourteen (14) days of receipt indicating how the requirements cited by Grantee apply. Grantee may proceed in accordance with its proposed interpretation in the event a written response is not received within seventeen (17) days of mailing or delivering such written question.
6. Rules of Grantee. The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably

necessary to enable said Grantee to exercise its rights and perform its obligations under this Franchise and to assure uninterrupted service to each and all of its Subscribers; provided that such rules, regulations, terms and conditions shall not be in conflict with provisions hereto, the rules of the FCC, the laws of the State of Minnesota, City, or any other body having lawful jurisdiction.

7. Territorial Area Involved. This Franchise is granted for the corporate boundaries of City, as it exists from time to time. In the event of annexation by City, or as development occurs, any new territory shall become part of the territory for which this Franchise is granted, subject Paragraph 7(a) (Reasonable Build-Out of the Entire City) below. Access to cable service shall not be denied to any group of potential residential cable Subscribers because of the income of the residents of the area in which such group resides. .

- a. Reasonable Build-Out of the Entire City. The Parties recognize that Grantee, or its affiliate, has constructed a legacy communications system throughout the City that is capable of providing voice grade service. The Parties further recognize that Grantee or its affiliate must expend a significant amount of capital to upgrade its existing legacy communications system and to construct new facilities to make it capable of providing cable service. Further, there is no promise of revenues from cable service to offset these capital costs. The Parties agree that the following is a reasonable build-out schedule taking into consideration Grantee's market success and the requirements of Minnesota state law.
 - (i) Complete Equitable Build-Out. Grantee aspires to provide cable service to all households within the City by the end of the initial term of this Franchise. In addition, Grantee commits that a significant portion of its investment will be targeted to areas below the median income in the City.
 - (ii) Initial Minimum Build-Out Commitment. Grantee agrees to be capable of serving a minimum of fifteen percent (15%) of the City's households with cable service during the first two (2) years of the initial Franchise term, provided, however that Grantee will make its best efforts to complete such deployment within a shorter period of time. This initial minimum build-out commitment shall include deployment to households equitably throughout the City and to a significant number of households below the medium income in the City. Nothing in this Franchise shall restrict Grantee from serving additional households in the City with cable service;
 - (iii) Quarterly Meetings. Commencing January 1, 2016, and continuing throughout the term of this Franchise, Grantee shall meet quarterly with the Executive Director of the Commission. At each quarterly meeting, Grantee shall present information acceptable to the City/Commission (to the reasonable satisfaction of the City/Commission) showing the number of households Grantee is presently capable of serving with cable service and the number of households that Grantee is actually serving with cable service. Grantee shall also present information acceptable to the

City/Commission (to the reasonable satisfaction of the City/Commission) that Grantee is equitably serving all portions of the City in compliance with this Section 2, Paragraph 7. In order to permit the City/Commission to monitor and enforce the provisions of this section and other provisions of this Franchise, the Grantee shall promptly, upon reasonable demand, show to the City/Commission (to the City/Commission's reasonable satisfaction) maps and provide other documentation showing exactly where within the City the Grantee is currently providing cable service;

- (iv) Additional Build-Out Based on Market Success. If, at any quarterly meeting, Grantee is actually serving twenty seven and one-half percent (27.5%) of the Households capable of receiving cable service, then Grantee agrees the minimum build-out commitment shall increase to include all of the Households then capable of receiving cable service plus an additional fifteen (15%) of the total households in the City, which Grantee agrees to serve within two (2) years from the quarterly meeting; provided, however, the Grantee shall make its best efforts to complete such deployment within a shorter period of time. For example, if, at a quarterly meeting with the Commission's Executive Director, Grantee shows that it is capable of serving sixty percent of the households in the City with cable service and is actually serving thirty percent of those households with cable service, then Grantee will agree to serve an additional fifteen percent of the total households in the City no later than 2 years after that quarterly meeting (a total of 75% of the total households). This additional build-out based on market success shall continue until every household in the City is served;
- (v) Line Extension. Grantee shall not have a line extension obligation until the first date by which Grantee is providing Cable Service to more than fifty percent (50%) of all subscribers receiving facilities based cable service from both the Grantee and any other provider(s) of cable service within the City. At that time, the City/Commission, in its reasonable discretion and after meeting with Grantee, shall determine the timeframe to complete deployment to the remaining households in the City, including a density requirement that is the same or similar to the requirement of the incumbent franchised cable operator.

8. Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of Grantee or City's Administrator of this Franchise or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City:	City of Roseville 2660 Civic Center Drive Roseville, Minnesota 55113
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Attention: City Manager/Administrator

With copies to: North Suburban Cable Communications Commission
2670 Arthur Street
Roseville, Minnesota 55113

And to: Michael R. Bradley
Bradley Hagen & Gullikson, LLC
1976 Wooddale Drive, Suite 3A
Woodbury, Minnesota 55125

If to Grantee: Qwest Broadband Services, Inc., d/b/a CenturyLink
1801 California St., 10th Flr.
Denver, CO 80202
Attn: Public Policy

With copies to: Qwest Broadband Services Inc., d/b/a CenturyLink
200 S. 5th Street, 21st Flr.
Minneapolis, MN 55402
Attn: Public Policy

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

SECTION 3. CONSTRUCTION STANDARDS

1. Registration, Permits and Construction Codes

- a. Grantee shall strictly adhere to all state and local laws and building and zoning codes currently or hereafter applicable to location, construction, installation, operation or maintenance of the System in City and give due consideration at all times to the aesthetics of the property.
- b. Failure to obtain permits or comply with permit requirements shall be grounds for revocation of this Franchise or any lesser sanctions provided herein or in any other applicable law.

2. Repair of Rights-of-Way and Property. Any and all Rights-of-Way, or public or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance, expansion, extension or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to the same condition as that prevailing prior to Grantee's work, as determined by City. If Grantee shall fail to promptly perform the restoration required herein, after written request of City and reasonable opportunity to satisfy that request, City shall have the right to put the Rights-of-Way, public, or private property back into good condition. In the event City

determines that Grantee is responsible for such disturbance or damage, Grantee shall be obligated to fully reimburse City for such restoration.

3. Conditions on Right-of-Way Use.

- a. Nothing in this Franchise shall be construed to prevent City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Right-of-Way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.
- b. All System transmission and distribution structures, lines and equipment erected by the Grantee within City shall be located so as not to obstruct or interfere with the use of Rights-of-Way except for normal and reasonable obstruction and interference which might occur during construction and to cause minimum interference with the rights of property owners who abut any of said Rights-of-Way and not to interfere with existing public utility installations.
- c. If at any time during the period of this Franchise City shall elect to alter or change the grade or location of any Right-of-Way, the Grantee shall, at its own expense, upon reasonable notice by City, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures of the System and in each instance comply with the reasonable and lawful standards and specifications of City.
- d. The Grantee shall not place poles, conduits, or other fixtures of System above or below ground where the same will interfere with any gas, electric, telephone, water or other utility fixtures and all such poles, conduits, or other fixtures placed in any Right-of-Way shall be so placed as to comply with all reasonable and lawful requirements of City.
- e. The Grantee shall, upon request of any Person holding a moving permit issued by City, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and the Grantee shall be given not less than ten (10) days advance written notice to arrange for such temporary changes.
- f. The Grantee shall have the authority to trim any trees upon and overhanging the Rights-of-Way of City so as to prevent the branches of such trees from coming in contact with the wires and cables or other facilities of the Grantee.
- g. Grantee shall use its best efforts to give reasonable prior notice to any adjacent private property owners who will be negatively affected or impacted by Grantee's work in the Rights-of-Way.

4. Undergrounding of Cable. Unless otherwise required by action of City Council, Grantee must place newly constructed facilities underground in areas of City where all other

utility lines are placed underground. Amplifier boxes and pedestal mounted terminal boxes may be placed above ground if existing technology reasonably requires, but shall be of such size and design and shall be so located as not to be unsightly or unsafe, all pursuant to plans submitted with Grantee's permit application(s) and approved by City.

5. Installation of Facilities. No poles, conduits, amplifier boxes, pedestal mounted terminal boxes, similar structures, or other wire-holding structures shall be erected or installed by the Grantee without required permit of City.
6. Safety Requirements.
 - a. The Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injuries.
 - b. The Grantee shall install and maintain its System and other equipment in accordance with City's codes and the requirements of the National Electric Safety Code and all other applicable FCC, state and local regulations, and in such manner that they will not interfere with City communications technology related to health, safety and welfare of the residents.
 - c. All System structures, and lines, equipment and connections in, over, under and upon the Rights-of-Way of City, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of City or any Person.

SECTION 4. DESIGN PROVISIONS

1. System Design.
 - a. Grantee shall develop, construct and operate a state-of-the-art cable communications system, constructed in accordance with Section 2, Paragraph (7)(a).
 - b. All final programming decisions remain the discretion of Grantee, provided that Grantee notifies City and Subscribers in writing thirty (30) days prior to any channel additions, deletions, or realignments, and further subject to Grantee's signal carriage obligations hereunder and pursuant to 47 U.S.C. §§ 531-536, and further subject to City's rights pursuant to 47 U.S.C. § 545. Location and relocation of the PEG Channels shall be governed by Section 6, Paragraph 1(d).
2. Interruption of Service. The Grantee shall interrupt service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System. If service is interrupted for a total period of more than forty eight (48) hours in

any thirty (30) day period, Subscribers shall be credited pro rata for such interruption, upon request.

3. Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Sections 76.601 to 76.617, as applicable, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference.

4. Special Testing.

- a. The City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise. In addition, the City/Commission may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints regarding such construction or installation work or pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. Such tests shall be limited to the particular matter in controversy or unresolved complaints. The City shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing.
- b. Before ordering such tests, Grantee shall be afforded thirty (30) days following receipt of written notice to investigate and, if necessary, correct problems or complaints upon which tests were ordered. The City shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, City wishes to commence special tests and the thirty (30) days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted at Grantee's expense by a qualified engineer selected by City and Grantee, and Grantee shall cooperate in such testing.

5. Drop Testing and Replacement. The Grantee shall replace, at no separate charge to an individual Subscriber, all Drops and/or associated passive equipment incapable of passing the full System capacity at the time a Subscriber upgrades.

6. FCC Reports. The results of any tests required to be filed by Grantee with the FCC shall upon request of City also be filed with the City or its designee within ten (10) days of the conduct of such tests.

7. Interconnection. The System servicing the Cities of Arden Hills, Falcon Heights, Lauderdale, Little Canada, Mounds View, New Brighton, North Oaks, Roseville, and St. Anthony shall continue to be completely interconnected. In addition, Grantee shall make available for interconnection purposes one (1) channel for forward video purposes, one (1) six

(6) MHz channel for return video purposes, one (1) channel for forward data or other purposes, and one (1) channel for return data or other purposes between all Systems adjacent to the North Suburban System and under common ownership with Grantee. This commitment may be satisfied through the provision of the Twin Cities Metro PEG Interconnect Network, provided Grantee agrees to allow all cities adjacent to the North Suburban System to participate.

8. Nonvoice Return Capability. Grantee is required to use cable and associated electronics having the technical capacity for nonvoice return communications.

9. Lockout Device. Upon the request of a Subscriber, Grantee shall make available a Lockout Device at no additional charge to Subscribers.

SECTION 5. SERVICE PROVISIONS

1. Regulation of Service Rates.

- a. The City may regulate rates for the provision of Cable Service, equipment, or any other communications service provided over the System to the extent allowed under federal or state law(s). City reserves the right to regulate rates for any future services to the extent permitted by law.
- b. Grantee shall give City and Subscribers written notice of any change in a rate or charge at least one billing cycle prior to the effective date of the change. Bills must be clear, concise, and understandable, with itemization of all charges.

2. Sales Procedures. Grantee shall not exercise deceptive sales procedures when marketing any of its services within City. In its initial communication or contact with a non-Subscriber and in all general solicitation materials marketing the Grantee or its services as a whole, Grantee shall inform the non-Subscriber of all levels of service available, including the lowest priced and free service tiers. Grantee shall have the right to market door-to-door during reasonable hours consistent with local ordinances and regulation.

3. Subscriber Inquiry and Complaint Procedures.

- a. Grantee shall have a publicly listed toll-free telephone number which shall be operated so as to receive Subscriber complaints and requests on a twenty-four (24) hour-a-day, seven (7) days-a-week, 365 days a year basis. During normal business hours, trained representatives of Grantee shall be available to respond to Subscriber inquiries.
- b. Grantee shall maintain adequate numbers of telephone lines and personnel to respond in a timely manner to schedule service calls and answer Subscriber complaints or inquiries in a manner consistent with regulations adopted by the FCC and City where applicable and lawful. Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be

transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis. Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time. Grantee shall respond to written complaints with copy to City or its designee within thirty (30) days.

- c. Subject to Grantee's obligations pursuant to law regarding privacy of certain information, Grantee shall prepare and maintain written records of all complaints received from City and the resolution of such complaints, including the date of such resolution. Such written records shall be on file at the office of Grantee. Grantee shall provide City with a written summary of such complaints and their resolution upon request of City. As to Subscriber complaints, Grantee shall comply with FCC record-keeping regulations and make the results of such record-keeping available to City upon request.
- d. Subscriber requests for repairs shall be performed within thirty-six (36) hours of the request unless conditions beyond the control of Grantee prevent such performance. Grantee may schedule appointments for Installations and other service calls either at a specific time or, at a maximum, during a four hour time block during normal business hours. Grantee may also schedule service calls outside normal business hours for the convenience of customers. Grantee shall use its best efforts to not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If the installer or technician is late and will not meet the specified appointment time, he/she must use his/her best efforts to contact the customer and reschedule the appointment at the sole convenience of the customer. Service call appointments must be met in a manner consistent with FCC standards.

4. Subscriber Contracts. Grantee shall file with City any standard form Subscriber contract utilized by Grantee. If no such written contract exists, Grantee shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to customers. The length and terms of any Subscriber contract(s) shall be available for public inspection during normal business hours.

5. Refund Policy. In the event a Subscriber establishes or terminates service and receives less than a full month's service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which service was rendered to the number of days in the billing.

6. Late Fees. Fees for the late payment of bills shall not be assessed until after the service has been fully provided and, as of the due date of the bill notifying Subscriber of an unpaid balance, the bill remains unpaid. Late Fees may not exceed the actual costs to Grantee of late payment of bills and the servicing and collecting of such accounts.

7. Office Policy. The Grantee shall install, maintain and operate, throughout the term of this Franchise, a single staffed payment center with regular business hours in the Commission Franchise Area at a location agreed upon by the Commission and the Grantee. Additional payment centers may be installed at other locations. The purpose of the payment center(s) shall be to receive Subscriber payments. All subscriber remittances at a payment center shall be posted to Subscribers' accounts within forty-eight (48) hours of remittance. Subscribers shall not be charged a late fee or otherwise penalized for any failure by the Grantee to properly credit a Subscriber for a payment timely made. The Grantee shall, at the request of and at no delivery or retrieval charge to a Subscriber, deliver or retrieve electronic equipment (e.g., Set Top Boxes and remote controls). After consultation with the Commission, the Grantee shall provide Subscribers with at least sixty (60) days' prior notice of any change in the location of the customer service center serving the North Suburban System, which notice shall apprise Subscribers of the customer service center's new address, and the date the changeover will take place.

SECTION 6. ACCESS CHANNEL(S) PROVISIONS

1. Public, Educational and Government Access.
 - a. City or its designee is hereby designated to operate, administer, promote, and manage access (public, education, and government programming) (hereinafter "PEG access") programming on the Cable System.
 - b. Within one hundred twenty (120) days from the Effective Date, the Grantee shall provide sixteen (16) channels (the "Access Channels") to be used for PEG access programming on the basic service tier. The City and Commission have the sole discretion to designate the use of each Access Channel. Grantee shall provide a technically reliable path for upstream and downstream transmission of the Access Channels, which will in no way degrade the technical quality of the Access Channels, from an agreed upon demarcation point at the Commission's Master Control Center at the Commission's office, and from any other designated Access providers' locations, to Grantee's headend, on which all Access Channels shall be transported for distribution on Grantee's subscriber network. The Access Channels shall be delivered without degradation to subscribers in the technical format (e.g. HD or SD) as delivered by the Commission and any designated Access provider to Grantee at each demarcation point at the Commission Office and at the designated Access providers' locations.
 - (1) All of the Access Channels will be made available through a multi-channel display (i.e. a picture in picture feed) on a single TV screen called a "mosaic" (the "North Suburban Mosaic"), where a cable subscriber can access via an interactive video menu one of any of the sixteen Access Channels. The North Suburban Mosaic will be located on Channel 15. The sixteen Access Channels will be located at Channels 8010-8025. The North Suburban Mosaic will contain only Access Channels authorized by the Commission.

- (2) Grantee will make available to the Commission the ability to place detailed scheduled Access Channel programming information on the interactive channel guide by putting the Commission in contact with the electronic programming guide vendor ("EPG provider") that provides the guide service (currently Gracenote). Grantee will be responsible for providing the designations and instructions necessary to ensure the Access Channels will appear on the programming guide throughout the City and any necessary headend costs associated therewith. The Commission shall be responsible for providing programming information to the EPG provider.
- (3) For purposes of this Franchise, the term channel shall be as commonly understood and is not any specific bandwidth amount. The signal quality of the Access Channels shall be the same as the local broadcast channels, provided such signal quality is delivered to Grantee at the Access Channels' respective demarcation points.
- (4) Grantee will provide, at no cost to the Commission, air time on non-Access channels during periods in which ample unsold/unused air time on such channels exists for City public service announcements (PSAs). The Commission will provide a 30-second PSA prior to the start of each month on a mutually agreed-upon schedule.
- (5) In the event Grantee makes any change in the Cable System and related equipment and facilities or in its signal delivery technology, which requires the City or Commission to obtain new equipment in order to be compatible with such change for purposes of transport and delivery of the Access Channels to the Grantee's headend, Grantee shall, at its own expense and free of charge to the City, the Commission, or its designated entities, purchase such equipment as may be necessary to facilitate the cablecasting of the Access Channels in accordance with the requirements of the Franchise.
- (6) Neither the Grantee nor the officers, directors, or employees of the Grantee is liable for any penalties or damages arising from programming content not originating from or produced by the Grantee and shown on any public access channel, education access channel, government access channel, leased access channel, or regional channel.
- (7) Within one hundred twenty (120) days of a written request from the Commission, Grantee shall make available as part of Basic Service to all Subscribers a PEG Access Video-on Demand (PEG-VOD) Service and maintain a PEG-VOD system. The PEG-VOD system shall be connected by the Grantee such that:

- (i) Twenty-five (25) hours of programming per member city of the Commission, or such greater amount as may be mutually agreed to by the parties, as designated and supplied by the City, Commission, or its Designated Access Provider to the Grantee may be electronically transmitted and/or transferred and stored on the PEG-VOD system; and
 - (ii) A database of that programming may be efficiently searched and a program requested and viewed over the PEG-VOD system by any Subscriber in the City; and
 - (iii) Programming submitted for placement on the PEG-VOD system, shall be placed on and available for viewing from the PEG-VOD system within forty-eight (48) hours of receipt of said programming;
 - (iv) The hardware and software described in Subsection (8) below, shall be in all respects of the same or better technical quality as the hardware and software utilized by Grantee in the provision of any other video on demand services offered over the Cable System, and shall be upgraded at Grantee's cost, when new hardware or software is utilized on Grantee's Cable System for other video on demand services. Grantee shall provide reasonable technical assistance to allow for proper use and operation when encoding hardware or software is installed and/or upgraded at City's facilities.
- (8) To ensure compatibility and interoperability, the Grantee shall supply and maintain all necessary hardware and software to encode, transmit and/or transfer Government Access programming from the City to the PEG-VOD system. The City shall be responsible for all monitoring of any equipment provided under this Section, and notifying Grantee of any problems. Grantee shall provide all technical support and maintenance for the equipment provided to the City by Grantee under this Section. After notification of any equipment problems, Grantee shall diagnose and resolve the problem within forty eight (48) hours. Major repairs which cannot be repaired within the forty eight (48) hour timeframe shall be completed within seven (7) days of notice, unless, due to Force Majeure conditions, a longer time is required. "Major repairs" are those that require equipment to be specially obtained in order to facilitate the repairs. The quality of signal and the quality of service obtained by a Subscriber utilizing the PEG-VOD service shall meet or exceed the quality standards established for all other programming provided by the Grantee and as established elsewhere in this Franchise Agreement.

- c. All residential Subscribers who receive all or any part of the total services offered on the System shall be eligible to receive the Access Channels at no additional charge. City may rename, reprogram, or otherwise change the use of these channels in its sole discretion, provided such use is non-commercial, lawful, and retains the general purpose of the provision of community programming. Nothing herein shall diminish the City's rights to secure additional channels pursuant to Minn. Stat. § 238.084, which is expressly incorporated herein by reference. City shall provide ninety (90) days prior written notice to Grantee of City's intent to activate access channels.
 - d. Grantee may not move or otherwise change the channel number or location of any public or government access or community program channel, including the North Suburban Mosaic channel, without the written approval of the City or its designee. Upon six (6) months' notice to City, any other access channel may be moved by Grantee, but in no event more than once every two (2) years unless otherwise allowed by City, provided Grantee pays all reasonable costs or expenses arising out of the channel move including, but not limited to, equipment necessary to effect the change at the programmer's production or receiving facility (school frequency routing equipment, etc.), signage, letterhead, business cards, and reasonable marketing or other constituency notification costs. This paragraph shall not apply to Regional Channel 6.
2. Charges for Use. Channel time and playback of programming on the PEG access and community program channel(s) must be provided without charge to City and the public.
 3. Access Rules. City, or its designee, shall implement rules for use of any access channel(s).
 4. Access Support. Grantee shall pay a PEG Fee of \$4.15/subscriber/month from the effective date until the franchise renews. Starting with the 2016 calendar year, the City may elect to increase this fee based on the Consumer Price Index. Any such election must be made in writing to the Franchisee no later than September 1st prior to the year in which the increase shall apply. In no event shall the PEG Fee be in an amount different from the incumbent cable provider. In the event the incumbent recovers from subscribers a higher, or lower, PEG fee, Grantee will increase, or decrease, its PEG fee upon ninety (90) days written notice from the City. The PEG fee may be used for operational or capital support of PEG programming.
 5. Regional Channel 6. Grantee shall designate standard VHF Channel 6 for uniform regional channel usage.
 6. State and Federal Law compliance. Satisfaction of the requirements of this Section 6 satisfies any and all of Grantee's state and federal law requirements of Grantee with respect to PEG access.
 7. Future PEG Funding Obligations. Grantee agrees that financial support for PEG arising from or relating to the obligations set forth in this Section shall in no way modify or

otherwise affect Grantee's obligations to pay Franchise Fees to City. Grantee agrees that although the sum of Franchise Fees plus the payments set forth in this Section may total more than five percent (5%) of Grantee's Gross Revenues in any 12-month period, the additional commitments shall not be offset or otherwise credited in any way against any Franchise Fee payments under this Franchise Agreement.

8. Additional Payments. If the incumbent franchised cable operator agrees to provide any support of the Access Channels in excess of the amount identified above or to any payment in support of any other PEG-related commitment after the Effective Date of this Franchise, the Commission, in its reasonable discretion, after meeting with the Grantee, will determine whether Grantee's PEG Fee should be changed. If Grantee is required to pay any additional PEG Fee, such amount must be based upon a per subscriber/per month fee.

SECTION 7. SERVICES TO CITY

1. Twin Cities Metro PEG Interconnect Network. Grantee shall provide a discrete, non-public, video interconnect network, from an agreed upon demarcation point at the Commission's Master Control Center at the Commission's office, to Grantee's headend. The video interconnect network shall not exceed 50 Mbps of allocated bandwidth, allowing PEG operators that have agreed with Grantee to share (send and receive) live and recorded programming for playback on their respective systems. Where available the Grantee shall provide the video interconnect network and the network equipment necessary for the high-priority transport of live multicast HD/SD video streams as well as lower-priority file-sharing. Grantee shall provide 50 Mbps bandwidth for each participating PEG entity to send its original programming, receive at least two additional multicast HD/SD streams from any other participating PEG entity, and allow the transfer of files. Each participating PEG entity is responsible for encoding its own SD/HD content in suitable bit rates to be transported by the video interconnect network without exceeding the 50 Mbps of allocated bandwidth.

2. Cable Service to Public Buildings. Grantee shall, at no cost to the City or Commission, provide Basic Service and Expanded Basic Service (currently Prism Essentials) or equivalent package of Cable Service and necessary reception equipment to up to seven (7) outlets at the Commission Office and at each Member City City Hall and to each Independent School District at the current locations located in the Commission area that originates PEG programming. Grantee shall, at no cost to the City, provide Basic Service and Expanded Basic Service (currently Prism Essentials) or equivalent package of Cable Service and necessary reception equipment to up to three (3) outlets at all other government buildings, schools and public libraries located in the City where Grantee provides Cable Service, so long as these government addresses are designated as a Household and no other cable communications provider is providing complementary service at such location. For purposes of this subsection, "school" means all State-accredited K-12 public and private schools. Outlets of Basic and Expanded Basic Service provided in accordance with this subsection may be used to distribute Cable Services throughout such buildings; provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Such outlets may only be used for lawful purposes. If any location is not designated as a Household, it

will be provided the functionality to monitor PEG signals through a mutually agreeable alternate technology at the expense of the Grantee.

SECTION 8. OPERATION AND ADMINISTRATION PROVISIONS

1. Administration of Franchise. The City Manager or other designee shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operation under the Franchise. The City, or its designee, may issue such reasonable rules and regulations concerning the construction, operation and maintenance of the System as are consistent with the provisions of the Franchise and law.

2. Delegated Authority. The City may appoint a citizen advisory body or a Joint Powers Commission, or may delegate to any other body or Person authority to administer the Franchise and to monitor the performance of the Grantee pursuant to the Franchise. Grantee shall cooperate with any such delegatee of City.

3. Franchise Fee.

- a. During the term of the Franchise, Grantee shall pay quarterly to City or its delegatee a Franchise Fee in an amount equal to five percent (5%) of its quarterly Gross Revenues, or such other amounts as are subsequently permitted by federal statute.
- b. Any payments due under this provision shall be payable quarterly. The payment shall be made within thirty (30) days of the end of each of Grantee's fiscal quarters together with a report showing the basis for the computation.
- c. All amounts paid shall be subject to audit and recomputation by City and/or the Commission and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount. If an audit or review discloses an overpayment or underpayment of franchise fees, the City and/or the Commission shall notify Grantee of such overpayment or underpayment. The City's/Commission's audit or review expenses shall be borne by the City/Commission unless the audit or review determines that the payment to the City should be increased by more than five percent (5%) in the audited/reviewed period, in which case the costs of the audit/review shall be borne by Grantee, up to a cap of \$25,000, as a cost incidental to the enforcement of the Franchise. Any additional amounts due to the City as a result of the audit or review shall be paid to the City within thirty (30) days following written notice to Grantee by the City/Commission of the underpayment, which notice shall include a copy of the audit/review report. If the recomputation results in additional revenue to be paid to the City, such amount shall be subject to a ten percent (10%) annual interest charge.
- d. The City/Commission shall have the right to inspect and to require Grantee to provide any and all data, documents and records maintained by Grantee (or

maintained by an Affiliate or a third-party contractor/vendor on behalf of Grantee) reasonably related to the calculation and payment of franchise fees. The Grantee shall maintain such records, documents and data for a minimum of four (4) years.

- e. Grantee shall have no less than twenty (20) business days to respond fully and completely to any written request for data, documents and records issued by the City/Commission, unless an extension of time is granted by the City/Commission in writing. Grantee may request an extension of the twenty (20) business day deadline applicable to a written request for data, information and documents no later than ten (10) business days after the date of such request. Every request for an extension of time shall describe, in detail, the reasons the extension is necessary. The City/Commission may, in its sole discretion, grant or deny an extension request, and shall act reasonably in making such a determination based on the scope and complexity of the information request at issue and the facts cited by Grantee in its written extension request.
- f. In the event any franchise fee payment or recomputation amount is not made on or before the required date, Grantee shall pay, during the period such unpaid amount is owed, the additional compensation and interest charges computed from such due date, at an annual rate of ten percent (10%).
- g. Nothing in this Franchise shall be construed to limit any authority of the City to impose any tax, fee or assessment of general applicability.
- h. The franchise fee payments required by this Franchise shall be in addition to any and all taxes or fees of general applicability. Grantee shall not have or make any claim for any deduction or other credit of all or any part of the amount of said franchise fee payments from or against any of said taxes or fees of general applicability, except as expressly permitted by law. Grantee shall not apply nor seek to apply all or any part of the amount of said franchise fee payments as a deduction or other credit from or against any of said taxes or fees of general applicability, except as expressly permitted by law. Nor shall Grantee apply or seek to apply all or any part of the amount of any of said taxes or fees of general applicability as a deduction or other credit from or against any of its franchise fee obligations, except as expressly permitted by law.
- i. The Franchise Fee shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the City, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the Franchise Fee under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City. Any other license fees, taxes or charges shall be of general applicability in

nature and shall not be levied against Grantee solely because of its status as a cable operator or solely because of its status as such.

4. Access to Records. The City shall have the right to inspect, upon reasonable notice and during normal business hours, or require Grantee to provide within a reasonable time copies of any records maintained by Grantee which relate to System operations including specifically Grantee's accounting and financial records.

5. Reports and Maps.

- a. Grantee shall file with the City, at the time or payment of the Franchise Fee, a report of all Gross Revenues in form and substance as required by City.
- b. Grantee shall prepare and make available to City, at the times and in the form prescribed, such other reasonable reports with respect to Grantee's operations pursuant to this Franchise as City may require.
- c. If required by City, Grantee shall make available to the City Manager the maps, plats, and permanent records of the location and character of all facilities constructed, including underground facilities, and Grantee shall make available with City updates of such maps, plats and permanent records annually if changes have been made in the System.

6. Periodic Evaluation.

- a. The City may require evaluation sessions at any time during the term of this Franchise, upon fifteen (15) days written notice to Grantee.
- b. Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, System performance, programming offered, access channels, facilities and support, municipal uses of cable, subscriber rates, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies and any other topics City deems relevant.
- c. As a result of a periodic review or evaluation session, upon notification from City, Grantee shall meet with city and undertake good faith efforts to reach agreement on changes and modifications to the terms and conditions of the Franchise which are both economically and technically feasible.

SECTION 9. GENERAL FINANCIAL AND INSURANCE PROVISIONS

1. Performance Bond.
 - a. Within 30 days of the Effective Date of this Franchise, the Grantee shall deliver to the Commission a bond, that is effective as of the Effective Date and at all times thereafter, until the Grantee has liquidated all of its obligations with City, the Grantee shall furnish a bond to Commission in the amount of \$500,000.00 in a form and with such sureties as reasonably acceptable to City. This bond will be conditioned upon the faithful performance by the Grantee of its Franchise obligations and upon the further condition that in the event the Grantee shall fail to comply with any law, ordinance or regulation governing the Franchise, there shall be recoverable jointly and severally from the principal and surety of the bond any damages or loss suffered by City as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the Grantee, plus a reasonable allowance for attorneys' fees and costs, up to the full amount of the bond, and further guaranteeing payment by the Grantee of claims, liens and taxes due City which arise by reason of the construction, operation, or maintenance of the System. The rights reserved by City with respect to the bond are in addition to all other rights City may have under the Franchise or any other law. City may, from year to year, in its sole discretion, reduce the amount of the bond.
 - b. The time for Grantee to correct any violation or liability, shall be extended by City if the necessary action to correct such violation or liability is, in the sole determination of City, of such a nature or character as to require more than thirty (30) days within which to perform, provided Grantee provides written notice that it requires more than thirty (30) days to correct such violations or liability, commences the corrective action within the thirty (30) days period and thereafter uses reasonable diligence to correct the violation or liability.
 - c. In the event this Franchise is revoked by reason of default of Grantee, City shall be entitled to collect from the performance bond that amount which is attributable to any damages sustained by City as a result of said default or revocation.
 - d. Grantee shall be entitled to the return of the performance bond, or portion thereof, as remains sixty (60) days after the expiration of the term of the Franchise or revocation for default thereof, provided City has not notified Grantee of any actual or potential damages incurred as a result of Grantee's operations pursuant to the Franchise or as a result of said default.
 - e. The rights reserved to City with respect to the performance bond are in addition to all other rights of City whether reserved by this Franchise or authorized by law, and no action, proceeding or exercise of a right with respect to the performance bond shall affect any other right City may have.

2. Letter of Credit.
 - a. Within thirty (30) days of the Effective Date of this Franchise, Grantee shall deliver to Commission an irrevocable and unconditional Letter of Credit, that is effective as of the Effective Date, in form and substance acceptable to City, from a National or State bank approved by the Commission , in the amount of \$25,000.00.
 - b. The Letter of Credit shall provide that funds will be paid to City, upon written demand of City, and in an amount solely determined by City in payment for penalties charged pursuant to this Section, in payment for any monies owed by Grantee to City or any person pursuant to its obligations under this Franchise, or in payment for any damage incurred by City or any person as a result of any acts or omissions by Grantee pursuant to this Franchise.
 - c. In addition to recovery of any monies owed by Grantee to City or any person or damages to City or any person as a result of any acts or omissions by Grantee pursuant to the Franchise, City in its sole discretion may charge to and collect from the Letter of Credit the following penalties:
 - i. For failure to timely complete System upgrades as provided in this Franchise unless City approves the delay, the penalty shall be \$500.00 per day for each day, or part thereof, such failure occurs or continues.
 - ii. For failure to provide data, documents, reports or information or to cooperate with City during an application process or system review or as otherwise provided herein, the penalty shall be \$250.00 per day for each day, or part thereof, such failure occurs or continues.
 - iii. Fifteen (15) days following notice from City of a failure of Grantee to comply with construction, operation or maintenance standards, the penalty shall be \$500.00 per day for each day, or part thereof, such failure occurs or continues.
 - iv. For failure to provide the services Grantee has proposed, including, but not limited to, the implementation and the utilization of the access channels and the maintenance and/or replacement of the equipment and other facilities, the penalty shall be \$500.00 per day for each day, or part thereof, such failure occurs or continues.
 - v. For Grantee's breach of any written contract or agreement with or to the City or its designee, the penalty shall be \$500.00 per day for each day, or part thereof, such breach occurs or continues.
 - vi. For failure to comply with the reasonable build-out provisions and for economic redlining in violation of Section 2, Paragraph 7 above and 47

U.S.C. § 541(a)(3): Five Hundred dollars (\$500) per day for each day or part thereof that such violation continues.

- vii. For failure to comply with any of the provisions of this Franchise, or other City ordinance for which a penalty is not otherwise specifically provided pursuant to this paragraph c, the penalty shall be \$250.00 per day for each day, or part thereof, such failure occurs or continues.
- d. Each violation of any provision of this Franchise shall be considered a separate violation for which a separate penalty can be imposed.
- e. Whenever City finds that Grantee has violated one or more terms, conditions or provisions of this Franchise, or for any other violation contemplated in Section 9, Paragraph 2(c) above, a written notice shall be given to Grantee informing it of such violation. At any time after thirty (30) days (or such longer reasonable time which, in the sole determination of City, is necessary to cure the alleged violation) following local receipt of notice, provided Grantee remains in violation of one or more terms, conditions or provisions of this Franchise, in the sole opinion of City, City may draw from the Letter of Credit all penalties and other monies due City from the date of the local receipt of notice.
- f. Whenever the Letter of Credit is drawn upon, Grantee may, within seven (7) days of such draw, notify City in writing that there is a dispute as to whether a violation or failure has in fact occurred. Such written notice by Grantee to City shall specify with particularity the matters disputed by Grantee. All penalties shall continue to accrue and City may continue to draw from the Letter of Credit during any appeal pursuant to this subparagraph f.
 - i. City shall hear Grantee's dispute within sixty (60) days and render a final decision within sixty (60) days thereafter.
 - ii. Upon the determination of City that no violation has taken place, City shall refund to Grantee, without interest, all monies drawn from the Letter of Credit by reason of the alleged violation.
- g. If said Letter of Credit or any subsequent Letter of Credit delivered pursuant thereto expires prior to thirty (30) months after the expiration of the term of this Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than thirty (30) months after the expiration of this Franchise. The renewed or replaced Letter of Credit shall be of the same form and with a bank authorized herein and for the full amount stated in Paragraph A of this Section.
- h. If City draws upon the Letter of Credit or any subsequent Letter of Credit delivered pursuant hereto, in whole or in part, Grantee shall replace or replenish to its full amount the same within ten (10) days and shall deliver to City a like

replacement Letter of Credit or certification of replenishment for the full amount stated in Section 9, Paragraph 2(a) as a substitution of the previous Letter of Credit. This shall be a continuing obligation for any draws upon the Letter of Credit.

- i. If any Letter of Credit is not so replaced or replenished, City may draw on said Letter of Credit for the whole amount thereof and use the proceeds as City determines in its sole discretion. The failure to replace or replenish any Letter of Credit may also, at the option of the City, be deemed a default by Grantee under this Franchise. The drawing on the Letter of Credit by City, and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of Grantee which are in default, shall not be a waiver or release of such default.
 - j. The collection by City of any damages, monies or penalties from the Letter of Credit shall not affect any other right or remedy available to City, nor shall any act, or failure to act, by City pursuant to the Letter of Credit, be deemed a waiver of any right of City pursuant to this Franchise or otherwise.
3. Indemnification of City.
- a. City, its officers, boards, committees, commissions, elected officials, employees and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or death of any Person, arising out of or in connection with Grantee's construction, operation, maintenance, repair or removal of the System or as to any other action of Grantee with respect to this Franchise.
 - b. Grantee shall indemnify, defend, and hold harmless City, its officers, boards, committees, commissions, elected officials, employees and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the City's exercise, administration, or enforcement of the Franchise.
 - c. Nothing in this Franchise relieves a Person, except City, from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regarding, or changing the line of a Right-of-Way or public place or with the construction or reconstruction of a sewer or water system.
 - d. Grantee shall contemporaneously with this Franchise execute an Indemnity Agreement in the form of **Exhibit A**, which shall indemnify, defend and hold the City and Commission harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses arising out of the actions of the City and/or Commission in granting this Franchise. This obligation includes any claims by another

franchised cable operator against the City and/or Commission that the terms and conditions of this Franchise are less burdensome than another franchise granted by the City or that this Franchise does not satisfy the requirements of applicable state law(s).

4. Insurance.

- a. As a part of the indemnification provided in Section 8.3, but without limiting the foregoing, Grantee shall file with City at the time of its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including broadcaster's/cablecaster's liability and contractual liability coverage, in protection of the Grantee, and the City, its officers, elected officials, boards, commissions, agents and employees for any and all damages and penalties which may arise as a result of this Franchise. The policy or policies shall name the City as an additional insured, and in their capacity as such, City officers, elected officials, boards, commissions, agents and employees.
- b. The policies of insurance shall be in the sum of not less than \$1,000,000.00 for personal injury or death of any one Person, and \$2,000,000.00 for personal injury or death of two or more Persons in any one occurrence, \$500,000.00 for property damage to any one person and \$2,000,000.00 for property damage resulting from any one act or occurrence.
- c. The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of Grantee or for other reasons, except after sixty (60) days advance written notice have been provided to City.

SECTION 10. SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE

1. City's Right to Revoke.

- a. In addition to all other rights which City has pursuant to law or equity, City reserves the right to commence proceedings to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if it is determined by City that:
 - i. Grantee has violated material provisions(s) of this Franchise; or
 - ii. Grantee has attempted to evade any of the provisions of the Franchise; or
 - iii. Grantee has practiced fraud or deceit upon City.

City may revoke this Franchise without the hearing required by Section 10, Paragraph.2 herein if Grantee is adjudged a bankrupt.

2. Procedures for Revocation.

- a. City shall provide Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee thirty (30) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise. In the notice required herein, City shall provide Grantee with the basis of the revocation.
- b. Grantee shall be provided the right to a public hearing affording due process before the City Council prior to the effective date of revocation, which public hearing shall follow the thirty (30) day notice provided in subparagraph (a) above. City shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.
- c. Only after the public hearing and upon written notice of the determination by City to revoke the Franchise may Grantee appeal said decision with an appropriate state or federal court or agency.
- d. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires or unless continuation of the Franchise would endanger the health, safety and welfare of any person or the public.

3. Abandonment of Service. Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to City. Grantee may not abandon the System or any portion thereof without compensating City for damages resulting from the abandonment, including all costs incident to removal of the System.

4. Removal After Abandonment, Termination or Forfeiture.

- a. In the event of termination or forfeiture of the Franchise or abandonment of the System, City shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within City.
- b. If Grantee has failed to commence removal of System, or such part thereof as was designated by City, within thirty (30) days after written notice of City's demand for removal is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of City's demand for removal is given, City shall have the right to apply funds secured by the Letter of Credit and Performance Bond toward removal and/or declare all right, title, and interest to the System to be in City with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it.

5. Sale or Transfer of Franchise.

- a. No sale or transfer of the Franchise, or sale, transfer, or fundamental corporate change of or in Grantee, including, but not limited to, a fundamental corporate change in Grantee's parent corporation or any entity having a controlling interest in Grantee, the sale of a controlling interest in the Grantee's assets, a merger including the merger of a subsidiary and parent entity, consolidation, or the creation of a subsidiary or affiliate entity, shall take place until a written request has been filed with City requesting approval of the sale, transfer, or corporate change and such approval has been granted or deemed granted, provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and/or assets to secure an indebtedness. The foregoing notwithstanding, Grantee must seek approval of any transaction constituting a transfer under state law.
- b. Any sale, transfer, exchange or assignment of stock in Grantee, or Grantee's parent corporation or any other entity having a controlling interest in Grantee, so as to create a new controlling interest therein, shall be subject to the requirements of this Section 10, Paragraph 5. The term "controlling interest" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised. In any event, as used herein, a new "controlling interest" shall be deemed to be created upon the acquisition through any transaction or group of transactions of a legal or beneficial interest of fifteen percent (15%) or more by one Person. Acquisition by one Person of an interest of five percent (5%) or more in a single transaction shall require notice to City.
- c. The Grantee shall file, in addition to all documents, forms and information required to be filed by applicable law, the following:
 1. All contracts, agreements or other documents that constitute the proposed transaction and all exhibits, attachments, or other documents referred to therein which are necessary in order to understand the terms thereof.
 2. A list detailing all documents filed with any state or federal agency related to the transaction including, but not limited to, the MPUC, the FCC, the FTC, the FEC, the SEC or MnDOT. Upon request, Grantee shall provide City with a complete copy of any such document; and
 3. Any other documents or information related to the transaction as may be specifically requested by the City.
- d. City shall have such time as is permitted by federal law in which to review a transfer request.

- e. The Grantee shall reimburse City for all the legal, administrative, and consulting costs and fees associated with the City's review of any request to transfer. Nothing herein shall prevent Grantee from negotiating partial or complete payment of such costs and fees by the transferee. Grantee may not itemize any such reimbursement on Subscriber bills, but may recover such expenses in its subscriber rates.
- f. In no event shall a sale, transfer, corporate change, or assignment of ownership or control pursuant to subparagraph (a) or (b) of this Section 10 Paragraph 5 be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations thereunder, and assuming all other rights and obligations of the transferor to the City including, but not limited to, any adequate guarantees or other security instruments provided by the transferor.
- g. In the event of any proposed sale, transfer, corporate change, or assignment pursuant to subparagraph (a) or (b) of this Section 10, Paragraph 5, City shall have the right to purchase the System for the value of the consideration proposed in such transaction. City's right to purchase shall arise upon City's receipt of notice of the material terms of an offer or proposal for sale, transfer, corporate change, or assignment, which Grantee has accepted. Notice of such offer or proposal must be conveyed to City in writing and separate from any general announcement of the transaction.
- h. City shall be deemed to have waived its right to purchase the System pursuant to this Section only in the following circumstances:
 - i. If City does not indicate to Grantee in writing, within sixty (60) days of receipt of written notice of a proposed sale, transfer, corporate change, or assignment as contemplated in Section 10, Paragraph 5(g) above, its intention to exercise its right of purchase; or
 - ii. It approves the assignment or sale of the Franchise as provided within this Section.
- i. No Franchise may be transferred if City determines Grantee is in noncompliance of the Franchise unless an acceptable compliance program has been approved by City. The approval of any transfer of ownership pursuant to this Section shall not be deemed to waive any rights of City to subsequently enforce noncompliance issues relating to this Franchise even if such issues predated the approval, whether known or unknown to City.

SECTION 11. PROTECTION OF INDIVIDUAL RIGHTS

- 1. Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers (or group of potential subscribers) or general citizens on the basis of race, color, religion, national origin, sex, age, status as to public

assistance, affectional preference, or disability. Grantee shall comply at all times with all other applicable federal, state, and city laws, and all executive and administrative orders relating to nondiscrimination.

2. Subscriber Privacy.

- a. No signals may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever. Such permission shall be required for all channel activity planned for the purpose of monitoring individual viewing patterns or practices.
- b. No lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee or its agents for Grantee's service business use or to City for the purpose of Franchise administration, and also to the Subscriber subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.
- c. Written permission from the Subscriber shall not be required for the conducting of System wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in subparagraph (b) of this Section.

SECTION 12. UNAUTHORIZED CONNECTIONS AND MODIFICATIONS

1. Unauthorized Connections or Modifications Prohibited. It shall be unlawful for any firm, Person, group, company, corporation, or governmental body or agency, without the express consent of the Grantee, to make or possess, or assist anybody in making or possessing, any unauthorized connection, extension, or division, whether physically, acoustically, inductively, electronically or otherwise, with or to any segment of the System or receive services of the System without Grantee's authorization.

2. Removal or Destruction Prohibited. It shall be unlawful for any firm, Person, group, company, or corporation to willfully interfere, tamper, remove, obstruct, or damage, or

assist thereof, any part or segment of the System for any purpose whatsoever, except for any rights City may have pursuant to this Franchise or its police powers.

3. Penalty. Any firm, Person, group, company, or corporation found guilty of violating this section may be fined not less than Twenty Dollars (\$20.00) and the costs of the action nor more than Five Hundred Dollars (\$500.00) and the costs of the action for each and every subsequent offense. Each continuing day of the violation shall be considered a separate occurrence.

SECTION 13. MISCELLANEOUS PROVISIONS

1. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with applicable federal, state and local laws and regulations. The term of any renewed Franchise shall be limited to a period not to exceed fifteen (15) years.

2. Work Performed by Others. All applicable obligations of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise, however, in no event shall any such subcontractor or other performing work obtain any rights to maintain and operate a System or provide Cable Service. Grantee shall provide notice to City of the name(s) and address(es) of any entity, other than Grantee, which performs substantial services pursuant to this Franchise.

3. Amendment of Franchise Ordinance. Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to a review session pursuant to Section 7.5 or at any other time if City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws. Provided, however, nothing herein shall restrict City's exercise of its police powers or City's authority to unilaterally amend Franchise provisions to the extent permitted by law.

4. Compliance with Federal, State and Local Laws.

- a. If any federal or state law or regulation shall require or permit City or Grantee to perform any service or act or shall prohibit City or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation. Grantee and City shall conform to state laws and rules regarding cable communications not later than one year after they become effective, unless otherwise stated, and to conform to federal laws and regulations regarding cable as they become effective.
- b. If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all

the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and City.

5. Nonenforcement by City. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of City to enforce prompt compliance. City may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.

6. Rights Cumulative. All rights and remedies given to City by this Franchise or retained by City herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

7. Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes City has the power to make the terms and conditions contained in this Franchise.

8. Force Majeure. The Grantee shall not be deemed in default of provisions of this Franchise or the City Code where performance was rendered impossible by war or riots, labor strikes or civil disturbances, floods or other causes beyond the Grantee's control, and the Franchise shall not be revoked or the Grantee penalized for such noncompliance, provided that the Grantee, when possible, takes immediate and diligent steps to bring itself back into compliance and to comply as soon as possible, under the circumstances, with the Franchise without unduly endangering the health, safety and integrity of the Grantee's employees or property, or the health, safety and integrity of the public, the Rights-of-Way, public property or private property.

SECTION 14. PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS

1. Publication: Effective Date. This Franchise shall be published in accordance with applicable local and Minnesota law. The Effective Date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of Section 14, Paragraph 2.

2. Acceptance.

- a. Grantee shall accept this Franchise within sixty (60) of its enactment by the City Council, unless the time for acceptance is extended by City. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes provided, however, this Franchise shall not be effective until all City ordinance adoption procedures are complied with and all applicable timelines have run for the adoption of a City ordinance. In the event acceptance does not take place, or should all ordinance adoption procedures and timelines not be completed, this Franchise and any and all rights granted hereunder to Grantee shall be null and void.
- b. Upon acceptance of this Franchise, Grantee and City shall be bound by all the terms and conditions contained herein.
- c. Grantee shall accept this Franchise in the following manner:
 - i. This Franchise will be properly executed and acknowledged by Grantee and delivered to City.
 - ii. With its acceptance, Grantee shall also deliver any grant payments, performance bond and insurance certificates required herein that have not previously been delivered.

Passed and adopted this _____ day of _____, 2015.

ATTEST:

CITY OF ROSEVILLE

By: _____
Its: _____

By: _____
Its: _____

ACCEPTED: This Franchise is accepted and we agree to be bound by its terms and conditions.

Dated: _____

By: _____
Its: _____

EXHIBIT A - INDEMNITY AGREEMENT

INDEMNITY AGREEMENT made this ____ day of _____, 2015, by and between Qwest Broadband Services, Inc., a Delaware Corporation, party of the first part, hereinafter called "CenturyLink," and the City of Roseville, a Minnesota Municipal Corporation, party of the second part, hereinafter called "City" and the North Suburban Communications Commission, a Minnesota Municipal Joint Powers entity, hereinafter called "Commission."

WITNESSETH:

WHEREAS, the City of Roseville has awarded to Qwest Broadband Services, Inc. a franchise for the operation of a cable communications system in the City; and

WHEREAS, the City has required, as a condition of its award of a cable communications franchise, that it and the Commission be indemnified with respect to all claims and actions arising from the award of said franchise.

NOW THEREFORE, in consideration of the foregoing promises and the mutual promises contained in this agreement and in consideration of entering into a cable television franchise agreement and other good and valuable consideration, receipt of which is hereby acknowledged, CenturyLink hereby agrees, at its sole cost and expense, to fully indemnify, defend and hold harmless the City and the Commission, its officers, boards, commissions, employees and agents against any and all claims, suits, actions, liabilities and judgments for damages, cost or expense (including, but not limited to, court and appeal costs and reasonable attorneys' fees and disbursements assumed or incurred by the City in connection therewith) arising out of the actions of the City and Commission in granting a franchise to CenturyLink. This includes any claims by another franchised cable operator against the City that the terms and conditions of the CenturyLink franchise are less burdensome than another franchise granted by the City or that the CenturyLink Franchise does not satisfy the requirements of applicable federal, state, or local law(s). The indemnification provided for herein shall not extend or apply to any acts of the City or Commission constituting a violation or breach by the City or Commission of the contractual provisions of the franchise ordinance, unless such acts are the result of a change in applicable law, the order of a court or administrative agency, or are caused by the acts of CenturyLink.

The City or Commission shall give CenturyLink reasonable notice of the making of any claim or the commencement of any action, suit or other proceeding covered by this agreement. The City and Commission shall cooperate with CenturyLink in the defense of any such action, suit or other proceeding at the request of CenturyLink. The City and Commission may participate in the defense of a claim, but if CenturyLink provides a defense at CenturyLink's expense then CenturyLink shall not be liable for any attorneys' fees, expenses or other costs that City or Commission may incur if it chooses to participate in the defense of a claim, unless and until separate representation is required. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest, in accordance with the Minnesota Rules of Professional Conduct, between the City or the Commission and the counsel selected by CenturyLink to represent the City and/or the Commission, Century Link shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the City or

the Commission in defending itself with regard to any action, suit or proceeding indemnified by CenturyLink. Provided, however, that in the event that such separate representation is or becomes necessary, and City or the Commission desires to hire a counselor any other outside experts or consultants and desires CenturyLink to pay those expenses, then City and/or the Commission shall be required to obtain CenturyLink's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. Notwithstanding the foregoing, the parties agree that the City or Commission may utilize at any time, at its own cost and expense, its own attorney or outside counsel with respect to any claim brought by another franchised cable operator as described in this agreement.

The provisions of this agreement shall not be construed to constitute an amendment of the cable communications franchise ordinance or any portion thereof but shall be in addition to and independent of any other similar provisions contained in the cable communications franchise ordinance or any other agreement of the parties hereto. The provisions of this agreement shall not be dependent or conditioned upon the validity of the cable communications franchise ordinance or the validity of any of the procedures or agreements involved in the award or acceptance of the franchise, but shall be and remain a binding obligation of the parties hereto even if the cable communications franchise ordinance or the grant of the franchise is declared null and void in a legal or administrative proceeding.

It is the purpose of this agreement to provide maximum indemnification to the City and the Commission under the terms set out herein and, in the event of a dispute as to the meaning of this Indemnity Agreement, it shall be construed, to the greatest extent permitted by law, to provide for the indemnification of the City and the Commission by CenturyLink. This agreement shall be a binding obligation of and shall inure to the benefit of, the parties hereto and their successor's and assigns, if any.

QWEST BROADBAND SERVICES, INC.

Dated: _____, 2015

By: _____

Its: _____

STATE OF LOUISIANA

PARISH OF OUACHITA

The foregoing instrument was acknowledged before me this _____ day of 2015, by _____, the _____ of Qwest Broadband Services, Inc., a Delaware Corporation, on behalf of the corporation.

NOTARY PUBLIC

Print Name: _____
Bar Roll #/Notary ID #: _____
My Commission Expires: _____

CITY OF ROSEVILLE

By _____
Its: _____

Department Head Responsible
For Monitoring Contract

Approved as to form:

City Attorney

**NORTH SUBURBAN COMMUNICATIONS
COMMISSION**

By: _____
Its: _____

(To appear on CenturyLink letterhead)

October __, 2015

Mr. Michael R. Bradley
Bradley Hagen & Gullikson, LLC
1976 Wooddale Drive, Suite 3A
Woodbury, MN 55125

Re: Voluntary Commitments

Dear Mr. Bradley:

The purpose of this Letter is to set forth voluntary commitments by Qwest Broadband Services, Inc. d/b/a CenturyLink (“QBSI”) to the North Suburban Communications Commission (the “Commission”) and its Member Cities (the “Member Cities”) that are in addition to the obligations contained in the Franchise Agreement, to be adopted by each Member City and executed by QBSI (hereinafter the “Franchise”). The items set forth below have been negotiated in good faith and mutually agreed to by the parties. QBSI agrees that at no time shall it be permitted to in any way offset from franchise fee payments owed the City or pass through as a separate line item on Subscriber bills any costs associated with the voluntary commitments set forth within.

1. **Complimentary Prism Cable Service.** This letter will confirm that any City/Member City/Commission will not need to purchase separate internet service or any equipment in order to receive complimentary cable service from QBSI as set forth in the Franchise. The City will be allowed to choose any QBSI converter equipment for its complimentary equipment.
2. **Simulcasting PEG Channels.** This letter will confirm that QBSI may simulcast the City/Member City’s PEG channels in high definition (HD) and standard definition (SD). QBSI may simulcast the PEG channels in other formats provided from the City/Member City to QBSI. Simulcasting does not change the number of PEG channels being provided under each Franchise. For example, if the City is provided nine (9) PEG channels in the Franchise, QBSI may simulcast each of the 9 PEG channels in HD, and SD.
3. **Cost Reimbursement.** To the extent the Commission’s expenses exceeded the franchise application fee, QBSI will fully reimburse the City for all of its reasonable costs and expenses within 60 days of granting the Franchise.
4. **Twin Cities Metro PEG Interconnect.** The Commission and each Member City shall have the right to fully participate in the Twin Cities Metro PEG Interconnect, which will allow participants to share (send and receive) live PEG programming with one another provided the other City has agreed with QBSI to share its PEG programming.

Mr. Michael R. Bradley

October ____, 2015

Page 2 of 2

5. **Complimentary broadband service to a City facility location.** Within 90 days of executing the Franchise, QBSI shall make available complimentary commercial grade Wi-Fi enabled internet service and associated equipment at the highest speed available by Grantee to one public location (such as a community center) within each Member City. The Member City and/or the Commission shall determine the location in consultation with QBSI. QBSI shall have the option of co-branding the free public Wi-Fi with the City at said location. The Wi-Fi equipment shall be capable of providing Wi-Fi to the primary community meeting area of the Member City location. The service level quality shall be as provided to commercial customers and this commitment shall remain in place throughout the term of the Franchise.

The parties understand that voluntary commitments listed above supplement other obligations contained in the Franchise.

Enforcement of the terms of this Letter of Agreement shall be consistent with the enforcement procedures set forth in the Franchise. CenturyLink stipulates that a violation of these terms by CenturyLink may be considered by the City as a violation of the Franchise and shall subject CenturyLink to all remedies available to the City under the Franchise and pursuant to applicable law.

Acknowledged and agreed to this ____ day of October, 2015.

Qwest Broadband Services, Inc.

By: _____

Its: _____

Date: November 9, 2015

Item: 14.a

Consider 2016 Liquor License
Renewals

See Materials Under
Item 12.a

Date: November 9, 2015

Item: 14.b

Consider Century Link Cable
Television Ordinance

See Materials Under
Item 12.b

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 11-9-15
Item No.: 14.c

Department Approval

City Manager Approval



Item Description: **Community Development Department Request to Perform an Abatement for an Unresolved Violation of City Code at 3076 Woodbridge Street**

BACKGROUND

- The subject property is a single-family detached home which is owner-occupied.
 - o The current owner is Vernon Staff.
- Current violations include:
 - o Outside storage of junk and debris along east side of the detached garage (violation of City Code Section 407.02.D).
- A status update, including pictures, will be provided at the public hearing.

POLICY OBJECTIVE

Property maintenance through City abatement activities is a key tool to preserving high-quality residential neighborhoods. Both Imagine Roseville 2025 and the City's 2030 Comprehensive Plan support property maintenance as a means by which to achieve neighborhood stability. The Housing section of Imagine Roseville suggests that the City "implement programs to ensure safe and well-maintained properties." In addition, the Land Use chapter (Chapter 3) and the Housing and Neighborhoods chapter (Chapter 6) of the Comprehensive Plan support the City's efforts to maintain livability of the City's residential neighborhoods with specific policies related to property maintenance and code compliance. Policy 6.1 of Chapter 3 states that the City should promote maintenance and reinvestment in housing and Policy 2.6 of Chapter 6 guides the City to use code-compliance activities as one method to prevent neighborhood decline.

FINANCIAL IMPACTS

City Abatement:

An abatement would encompass the following:

- Remove junk and debris: \$ 600.00

Total: \$ 600.00

In the short term, costs of the abatement would be paid out of the HRA budget, which has allocated \$100,000 for abatement activities. The property owner would then be billed for actual and administrative costs. If charges were not paid, staff would recover costs as specified in Section 407.07B. Costs would be reported to Council following the abatement.

30 **STAFF RECOMMENDATION**

31 Staff recommends that the Council direct Community Development staff to abate the above referenced
32 public nuisance violation at 3076 Woodbridge Street.

33 **REQUESTED COUNCIL ACTION**

34 Direct Community Development staff to abate the public nuisance violation at 3076 Woodbridge Street
35 by hiring a general contractor to remove the outside storage of junk and debris along east side of the
36 detached garage.

37 The property owner will then be billed for actual and administrative costs. If charges are not paid, staff
38 is to recover costs as specified in Section 407.07B.

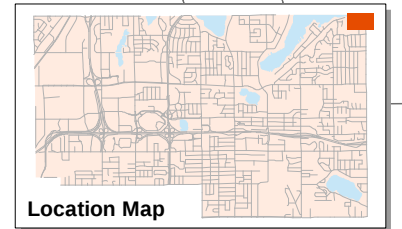
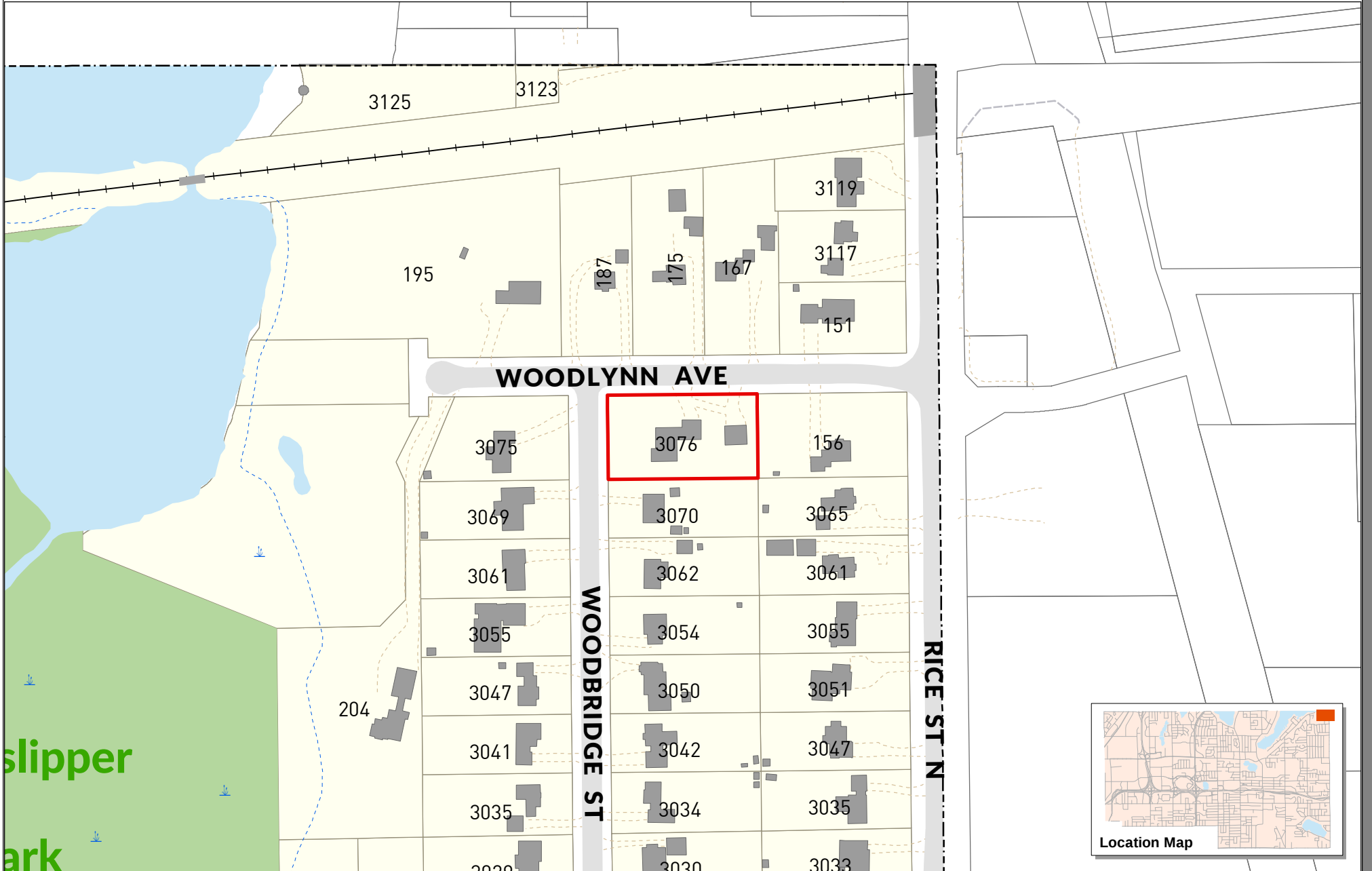
39

Prepared by: Don Munson, Permit Coordinator

Attachments: A: Map of 3076 Woodbridge Street
B: Photo

3076 Woodbridge St N

ATTACHMENT A



Data Sources
 * Ramsey County GIS Base Map (10/2/2015)
 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 (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-792-7085. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.

ATTACHMENT B



REQUEST FOR COUNCIL ACTION

Date: November 9, 2015
Item No.: 14.d

Department Approval

City Manager Approval



Item Description: Discussion of 2016 Policy Priority Planning Document

BACKGROUND

For the past several months, the City Council has been discussing and reviewing priorities for the City to focus on in 2016. At the October 19, 2015 meeting, the City Council spent significant time reviewing the priorities and provided input for changes to the policy planning document. Staff was directed to make those changes and bring the document back to the City Council for further consideration. The revised policy priority planning document is contained in Attachment A.

The revised document is in a different format than what was previously reviewed. Staff notes the following changes:

- The previous table format has been eliminated and the document now consists of nine pages.
- The first page lists the two strategic priorities (Housing and Economic Development & Infrastructure Sustainability).
- The first page also lists the strategic initiatives for each priority. The initiatives now have additional wording to better describe the action to be undertaken.
- The remaining pages each contain one strategic initiative listing the desired outcome(s), the goal/focus area for that initiative. Each page also lists who has responsibility for these tasks (including Commissions) and a timeline for each initiative.
- The timelines presented are very general at this point but does give a good sense on the timing of what will be done over the next year. These timelines and actions can be modified as the City Council sees fit.
- The City Council added a new strategic initiative on October 19th; Economic Development. The page listing that initiative is mostly blank at this time. The City Council should have additional discussion on what they would like to accomplish under this initiative.
- The City Manager suggests that this plan just focus on 2016. In the future, the City Council can consider how they would like to prioritize goals for 2017 and beyond.

POLICY OBJECTIVE

Adopting strategic priorities will provide the City Council and staff direction in providing City services and programs in a planned and targeted way.

28 **FINANCIAL IMPACTS**

29 There are not any costs for further discussion of the Policy Priority Planning document. As the
30 priorities are executed, any new costs will need be included in future budgets.

31 **STAFF RECOMMENDATION**

32 Staff recommends that the City Council should review, discuss, and make changes as necessary to the
33 revised Policy Priority Planning document.

34 **REQUESTED COUNCIL ACTION**

35 The City Council should review, discuss, and make changes as necessary to the revised Policy Priority
36 Planning document.

37

Prepared by: Patrick Trudgeon, City Manager (651) 792-7021

Attachments: A: Draft 2016 City Council Priority Plan



City Council Priority Plan 2016

Strategic Priorities – The city Council has determined that there will be two strategic priorities that the City will focus on in 2016:

Housing and Economic Development

Infrastructure Sustainability.

In order to implement these priorities, the City Council has identified strategic initiatives under each Strategic Priority.

Housing and Economic Development Strategic Initiatives

- Focus on Southeast Roseville
- Foster Twin Lakes Redevelopment
- Create Move-Up Housing Opportunities
- Increase Residential Housings Values
- Propel City-wide Economic Development

Infrastructure Sustainability Strategic Initiatives

- Categorize Infrastructure Condition
- Ensure Capital Improvement Funding

Roseville City Council Priority Plan 2016

Strategic Priority: Housing and Economic Development

Strategic Initiative: Focus on Southeast Roseville

Desired Outcomes: Increase in commercial market value
Increase in residential market value

Goals/Focus Area	Responsible Staff/Commission	Timeline
Create Southeast Roseville Redevelopment Plan	Staff Lead: Community Development Department Supporting Staff: Fire Department, Parks and Recreation Department, Police Department, Public Works Department, City Manager. Commissions: Community Engagement, Human Rights Commission, Parks and Recreation, Public Works, Environment, and Transportation. Others: Existing Neighborhood Organizations, Non-profit agencies serving the area, Roseville School District, Ramsey County, and adjacent municipalities.	1st Quarter, 2016 - Identify Stakeholders - Identify Issues - Develop Plan Scope 2nd Quarter, 2016 - Issue RFP - Hire Consultant 3rd Quarter, 2016 - Begin Planning Process 4th Quarter, 2016 - Complete Planning Process by end of the year. 2017 and Beyond - Implement Southeast Roseville Redevelopment Plan

Roseville City Council Priority Plan 2016

Strategic Priority: Housing and Economic Development

Strategic Initiative: Focus on Southeast Roseville

Desired Outcomes: Increase in commercial market value
 Increase in residential market value

Goals/Focus Area	Responsible Staff/Commission	Timeline
Formalize Karen Southeast Roseville Working Group	Staff Lead: City Manager/Administration Department Supporting Staff: Community Development Department, Fire Department, Parks and Recreation Department, Police Department, Public Works Department. Commissions: Community Engagement, Human Rights, Parks and Recreation, Public Works, Environment, and Transportation Commissions. Others: Karen Organization of Minnesota, Existing Neighborhood Organizations, Non-profit agencies serving the area, Roseville School District, Ramsey County, and adjacent	1st Quarter, 2016 • Continue Karen Working Group • Continue working sub-committees (Educational, Community Garden, Recreational Opportunities) 2nd Quarter, 2016 • Continue Karen Working Group • Continue working sub-committees 3rd Quarter, 2016 • Continue Karen Working Group • Continue working sub-committees • Participate in SE Roseville Planning Process 4th Quarter, 2016 • Participate in SE Roseville Planning Process • Report to City Council on work completed and new initiatives needed. 2017 and Beyond • Continue to meet to address issues as needed.

Roseville City Council Priority Plan 2016

Strategic Priority: Housing and Economic Development

Strategic Initiative: Foster Twin Lake Redevelopment

Desired Outcomes: Create 50 living wage jobs

Goals/Focus Area	Responsible Staff/Commission	Timeline
Establish Twin Lakes Economic Development Program	Staff Lead: Community Development Supporting Staff: Finance Department, City Manager Commissions: EDA, Finance Commission. Others: Consultants, Twin Lakes property owners	1st Quarter, 2016 - Complete Twin Lakes Brownfield Action Plan 2nd Quarter, 2016 - Adopt Twin Lakes Incentive Program 3rd Quarter, 2016 4th Quarter, 2016 2017 and Beyond

Roseville City Council Priority Plan 2016

Strategic Priority: Housing and Economic Development

Strategic Initiative: Create Move-Up Housing Opportunities

Desired Outcomes: Increase of 20+ new homes values at \$350,000 or higher

Goals/Focus Area	Responsible Staff/Commission	Timeline
Establish Move-Up Housing Program	Staff Lead: Community Development Supporting Staff: City Manager Commissions: EDA Others: Consultants	1st Quarter, 2016 - Review housing demand in Roseville 2nd Quarter, 2016 - Create draft guidelines for Move-Up Housing program - Identify potential priority infill target sites. 3rd Quarter, 2016 - Adopt guidelines for Move-Up Housing Program 4th Quarter, 2016 2017 and Beyond

Roseville City Council Priority Plan 2016

Strategic Priority: Housing and Economic Development

Strategic Initiative: Increase Residential Housing Values

Desired Outcomes: 10% increase in owner occupied housing values – 2015-2020
10% increase in rental housing value – 2015-2020

Goals/Focus Area	Responsible Staff/Commission	Timeline
Establish Housing Value Support Program	Staff Lead: Community Development Supporting Staff: City Manager Commissions: EDA Others: Consultants	1st Quarter, 2016 2nd Quarter, 2016 - Review factors in determining housing values 3rd Quarter, 2016 - Review existing programs (NEP, Rental Licensing, and Rental Registration) for effectiveness and impact to property values. - Explore other methods and programs to increase housing values. 4th Quarter, 2016 - Implement changes to existing programs and adopt new programs as determined. 2017 and Beyond - Track effectiveness of City programs to housing values.

Roseville City Council Priority Plan
2016

Strategic Priority: Housing and Economic Development

Strategic Initiative: Propel City-wide Economic Development

Desired Outcomes: _____

Goals/Focus Area	Responsible Staff/Commission	Timeline
	Staff Lead: Community Development	1st Quarter, 2016
	Supporting Staff: City Manager, Finance Department	2nd Quarter, 2016
	Commissions: EDA	3rd Quarter, 2016
	Others: Consultants	4th Quarter, 2016
		2017 and Beyond

Roseville City Council Priority Plan 2016

Strategic Priority: Infrastructure Sustainability

Strategic Initiative: Categorize Infrastructure Condition

Desired Outcomes: Adopted Standards for each asset category

Goals/Focus Area	Responsible Staff/Commission	Timeline
Establish measure of effectiveness for each infrastructure asset.	Staff Lead: Public Works Department Supporting Staff: Parks and Recreation Department, City Manager, Commissions: Public Works, Environment and Transportation Commission, Parks and Recreation Commission Others: Consultants	1st Quarter, 2016 • Research industry acceptable standards. • Create draft baseline standards for Roseville infrastructure. 2nd Quarter, 2016 • Review draft baseline standards for Roseville infrastructure with Commissions. • Adopt new baseline standards for Roseville infrastructure 3rd Quarter, 2016 4th Quarter, 2016 2017 and Beyond • Implement and utilize Roseville infrastructure standards.

Roseville City Council Priority Plan 2016

Strategic Priority: Infrastructure Sustainability

Strategic Initiative: Ensure Capital Improvement Funding

Desired Outcomes: Adopted comprehensive infrastructure plan and funding strategy

Goals/Focus Area	Responsible Staff/Commission	Timeline
Establish enterprise-wide consistency for asset management plan implementation	Staff Lead: Finance Department, Public Works Department, and Parks and Recreation Department Supporting Staff: City Manager Commissions: Public Works, Environment and Transportation Commission, Parks and Recreation Commission, Finance Commission Others:	1st Quarter, 2016 - Complete city-wide implementation of asset management program. - Review asset needs and costs. 2nd Quarter, 2016 3rd Quarter, 2016 - Utilize newly adopted infrastructure standards to plan for capital improvement funding. - Review infrastructure and funding needs with Commissions. 4th Quarter, 2016 2017 and Beyond

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: Nov. 9, 2015
Item No.: 15.a

Department Approval



City Manager Approval



Item Description: EDA Next Steps: HRA Appointment and process for establishing an EDA

BACKGROUND

On October 1, 2015, the Roseville Housing and Redevelopment Authority (RHRA) amended its by-laws to state that the current City Council members make up the RHRA Board. In order for the amendment to take full effect, the Council needs to adopt the attached resolution acknowledging its role as the RHRA Board.

After discussing the future direction of the RHRA and the possibility of establishing an Economic Development Authority (EDA), the Roseville City Council, on October 26, 2015, directed staff to start the process of developing an Economic Development Authority (EDA). Following are the next steps to establish an EDA, the process to transfer RHRA activities to the proposed EDA, and the actions taken to date on the matter:

Establishing an EDA

- To establish an EDA, a public hearing notice must be published for two consecutive weeks in advance of the public hearing.
 - A public hearing has been scheduled for the November 30, 2015, City Council meeting.
 - Notice of that hearing is scheduled to appear in the Roseville Review's November 10th and November 17th editions. The notice is also posted at City Hall.
 - After the public hearing concludes on November 30th, 2015, the Council could adopt a resolution creating an EDA and appointing members to serve on the EDA Board.

Transferring RHRA activities to the newly created EDA

- The RHRA Board could meet on December 7, 2015, and transfer all control, authority and operations of the RHRA to the newly created EDA.
- The newly created EDA Board would meet to accept the transfer from the RHRA Board on December 7th 2015.
- The newly created EDA could have its organizational meeting on January 4, 2016.
- The newly created EDA could develop its workplan in first quarter of 2016.

Once the proposed EDA is established and the transfer occurs, the RHRA essentially becomes inactive and all RHRA activities would be carried out by the EDA. A letter has been drafted that notifies the Department of Employment and Economic Development (Attachment D) that the City Council will now serve as the RHRA Board and that work is being done to create an EDA,

35 which would assume the control, authority, and operation of all RHRA projects.

36

37 The City Attorney has drafted the resolution found in Attachment A. Martha Ingram, the current
38 RHRA attorney who is creating all of the necessary documents for the creation of the EDA, will
39 be at the meeting to answer any questions Council members may have.

40 **POLICY OBJECTIVE**

41 These actions are in accordance with the City Council's policy directions on October 26, 2015.

42 **BUDGET IMPLICATIONS**

43 Staff and legal services have been and will continue to be necessary as the City Council moves
44 forward with HRA and EDA actions.

45 **STAFF RECOMMENDATION**

46 Adopt the attached resolution accepting the appointment as the RHRA board.

47 **REQUESTED COUNCIL ACTION**

48 Adopt the attached resolution accepting the appointment as the RHRA board.

Prepared by: Jeanne Kelsey, 651-792-7086
Attachments: A: Resolution accepting appointment of Council as RHRA Board
B: Certificate of Appointment
C: City Manager's Certificate of Filing Resolution of Reappointment
D: Letter to Department of Employment and Economic Development
E: Resolution #64 of the RHRA and adopted RHRA by-laws

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was held on the ninth day of November 2015, at 6:00 p.m.

The following members were present:

and the following were absent:

Councilmember _____ introduced the following resolution and moved its adoption:

RESOLUTION # _____

**RESOLUTION APPROVING MAYOR'S APPOINTMENT OF
THE ROSEVILLE CITY COUNCIL TO THE
HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR
THE CITY OF ROSEVILLE**

WHEREAS, on October 1, 2015 a special meeting was held by the Roseville Housing & Redevelopment Authority (RHRA) modifying the RHRA by-laws; and,

WHEREAS, the RHRA Board adopted Resolution No. 64 declaring that the membership of the RHRA Board must be comprised solely of the membership of the City Council; and,

WHEREAS, the City Council is agreeable to RHRA Resolution No. 64.

NOW, THEREFORE, BE IT RESOLVED, the Mayor hereby appoints the membership of the City Council, as it may be comprised and altered through election, appointment, or any other lawful means, to serve as the membership of the Board of the RHRA in accordance with its by-laws.

The motion for the adoption of the foregoing resolution was duly seconded by:

and upon vote taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.



CITY OF ROSEVILLE
STATE OF MINNESOTA

MAYOR'S CERTIFICATE
of
APPOINTMENT OF BOARD MEMBER
to the
HOUSING AND REDEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF ROSEVILLE

Pursuant to state law, I hereby appoint Jason Etten, Lisa Laliberte, Tam McGehee, Robert Willmus, and Dan Roe as members of the Roseville Housing and Redevelopment Authority. As provided by law, these appointments are subject to Council approval.

Councilmember Etten and Councilmember Laliberte are appointed to terms ending December 31, 2016. Mayor Dan Roe and Councilmember Tam McGehee and Councilmember Robert Willmus are appointed to terms ending December 31, 2018.

Witness my hand as the Mayor of the City of Roseville, Minnesota this ninth day of November, 2015.

Mayor Daniel J. Roe

**City Manager's Certificate of
Filing Resolutions on Appointment of
Roseville HRA Board Member**

I, the undersigned, being the duly appointed City Manager of the City of Roseville, Minnesota, hereby certify that on the _____ day of November, 2015, I caused a certified copy of Resolution No. _____ having been duly adopted by the Roseville City Council on November 9, 2015, to be filed in the office of the Commissioner of the Department of Employment and Economic Development of the State of Minnesota by mailing such resolution, postage prepaid, to said Commissioner in care of Commissioner Katie Clark Sieben, Department of Employment and Economic Development, 332 Minnesota Street, Suite E200, St. Paul, Minnesota 55101-1351.

Witness my hand as the Roseville City Manager and the official seal of the City this _____ day of November, 2015.

(SEAL)

Patrick Trudgeon
City Manager
City of Roseville, Minnesota

November 13, 2015

Commissioner Katie Clark Sieben
Department of Employment and Economic Development
332 Minnesota St
Suite E200
St. Paul, MN 55101-1351

RE: Notice of HRA Appointments

Dear Commissioner Clark Sieben:

Per Minnesota Statutes, Section 469.003, subd. 4, attached is a certified resolution regarding the appointment of Councilmember Jason Etten and Councilmember Lisa Laliberte to the Housing and Redevelopment Authority in and for the City of Roseville ("HRA"), for terms ending December 31, 2016; and Mayor Dan Roe and Councilmember Tam McGehee and Councilmember Robert Willmus to the HRA, for terms ending December 31, 2018.

The second purpose of this letter is to inform you that the City of Roseville has determined to establish an economic development authority ("EDA") pursuant to Minnesota Statutes, Sections 469.090 to 469.1081 (the "EDA Act"), and to transfer the control, authority, and operation of all existing HRA projects to the EDA, pursuant to Section 469.094 of the EDA Act. Thereafter, the EDA will be the entity responsible for all housing and redevelopment activities within the City of Roseville. It is not expected that any new HRA commissioners will be appointed upon the expiration of the terms described above.

Sincerely,

Patrick Trudgeon
City Manager

Enc.

**EXTRACT OF MINUTES OF MEETING
OF THE
HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF
ROSEVILLE, MINNESOTA**

Pursuant to due call and notice thereof, a regular meeting of the Housing and Redevelopment Authority in and for the City of Roseville, Minnesota was duly held on the 1st day of October, 2015, at 6:00 p.m.

The following members were present:

Jason Etten, Bill Masche, Susan Elkins, Bill Majerus and Vicki Lee

and the following were absent:

Dan Wall

Member Majerus introduced the following resolution and moved its adoption:

**HOUSING AND REDEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF ROSEVILLE, MINNESOTA**

RESOLUTION NO. 64

RESOLUTION APPROVING AMENDMENT OF BYLAWS

WHEREAS, the Board of Commissioners (the "Board") of the Housing and Redevelopment Authority in and for the City of Roseville, Minnesota (the "Authority") has considered proposed amendments to its Bylaws; and

WHEREAS, the Board has determined that it is reasonable, expedient and in the best interest of the public and City of Roseville (the "City") to amend the Bylaws of the Authority so that every member of the Board is a member of the City Council of the City; and

WHEREAS, Section 5.3 of the Bylaws provides for amendments to the Bylaws by majority vote of the Board at any regular or special meeting of the Authority, provided that a copy of the proposed amendment has been delivered to each Commissioner at least five days prior to the meeting at which such amendment is considered; and

WHEREAS, the amended Bylaws proposed by this Resolution were delivered to each Commissioner at least five days prior to the date hereof.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Housing and Redevelopment Authority in and for the City of Roseville, Minnesota as follows:

1. The Authority's Bylaws are amended in the form attached to this Resolution.
2. The Board hereby approves the amended Bylaws.
3. The amended Bylaws are effective upon adoption of this Resolution.

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

Jason Etten, Bill Masche, Susan Elkins, Bill Majerus and Vicki Lee

and the following voted against the same:

None

WHEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified Executive Director of the Housing and Redevelopment Authority in and for the City of Roseville, Minnesota (the "Authority"), do hereby certify that I have carefully compared the attached and foregoing resolution adopted at a regular meeting of the Authority held on October 1, 2015, with the original minutes on file in my office and the resolution is a full, true and correct copy of the Authority's Resolution No. 64, Resolution Approving Amended Bylaws, adopted on that date.

WITNESS My hand officially as such Executive Director this 2nd day of October, 2015.


Executive Director
Housing and Redevelopment Authority in and for
the City of Roseville, Minnesota

**BY-LAWS OF THE HOUSING AND
REDEVELOPMENT AUTHORITY
IN AND FOR THE
CITY OF ROSEVILLE, MINNESOTA**

1. THE AUTHORITY

SECTION 1.1 Name of the Authority. The name of the Authority shall be the Housing and Redevelopment Authority in and for the City of Roseville, Minnesota (hereinafter, the "Authority" or "HRA"), and its governing body shall be called the Board of Commissioners (hereinafter, the "Board" and each individual member a "Commissioner").

SECTION 1.2. Office. The principal office of the Authority shall be the Roseville City Hall.

SECTION 1.3. Seal. The Authority shall have no official seal.

2. BOARD MEMBERSHIP

SECTION 2.1. Board Membership and Terms. The Commissioners of the Authority shall be the same as the current members of the City Council, with terms running concurrent with the City Council terms.

SECTION 2.2. Compensation of Commissioners. Pursuant to Minnesota Statutes, Section 469.011, subdivision 4, as amended, Commissioners may receive necessary expenses and compensation.

SECTION 2.3. Meeting Attendance. It shall be the duty of each Commissioner to attend all regular and special meetings of the Authority and to attend each subcommittee meeting to which a member is appointed. Attendance of Commissioners shall be entered in the minutes of each meeting.

3. OFFICERS

SECTION 3.1. Officers. The officers of the Authority shall consist of a Chairperson, an Acting Chairperson, a Secretary, and an Executive Director. The Chairperson, the Acting Chairperson, and the Secretary shall be members of the Board.

SECTION 3.2. Chairperson. The Chairperson shall preside at all meetings of the Authority. The Chairperson, with the assistance of the Executive Director, will set the monthly Board agenda. On at least a quarterly basis, the Chairperson shall meet with the City Manager to discuss Authority matters.

SECTION 3.3. Acting Chairperson. The Acting Chairperson shall preside at any meeting of the Board in the absence of the Chairperson and may exercise all powers and perform all responsibilities of the Chairperson if the Chairperson cannot exercise or perform the same due to absence or other inability.

SECTION 3.4. Secretary. In the absence of the Executive Director, the Secretary shall keep minutes of all meetings of the Board and shall maintain all records of the Authority. The Secretary shall also have such additional duties and responsibilities as the Board may from time to time and by resolution prescribe.

SECTION 3.5. Chairperson Pro Tem. In the absence or inability of the Chairperson and the Acting Chairperson at any meeting, the Board may appoint any remaining Commissioner as Chairperson Pro Tem to preside at such meeting.

SECTION 3.6. Executive Director. The Authority shall appoint an Executive Director nominated by the City Manager. The Executive Director shall be the chief appointed executive officer of the Authority, and shall have such additional responsibilities and authority as the Board may from time to time by resolution prescribe. In addition, the Executive Director is responsible for recording and maintaining accurate records of the meetings of the Board and of all official actions taken by or on behalf of the Authority.

SECTION 3.7. Election or Appointment; Vacancies. The Chairperson, Acting Chairperson, and Secretary shall be elected by the Commissioners at the first meeting of each new year, and shall hold such office until his/her successor is elected. Should the office of Chairperson, Acting Chairperson, or Secretary become vacant, the Authority shall appoint a successor from its membership at the next regular meeting, and such appointment shall be for the unexpired term of the said office.

4. MEETINGS OF THE HRA BOARD

SECTION 4.1. Annual Meeting. The annual meeting of the Board shall be held in the month of January in each year.

SECTION 4.2. Regular Meetings. The Board shall hold regular meetings upon a schedule to be determined by the Board.

SECTION 4.3. Special Meetings. Special meetings of the Board may be called by the Chairperson or, in the event of the Chairperson's absence or inability, by the Acting Chairperson at any time, upon twenty-four hours prior notice to all Commissioners and the City Clerk and Executive Director. Upon the same notice, special meetings of the Board may also be called by any two Commissioners. The City Clerk shall post notice of any special meeting in the principal office of the Authority no less than three days prior to such special meeting, or such other period required for notice of special meetings under Minnesota Statutes, Chapter 13D.

SECTION 4.4. Quorum. A quorum of the Board shall consist of three of the five Commissioners. In the absence of a quorum, no official action may be taken by, on behalf of, or in the name of the Board or the Authority.

SECTION 4.5. Adoption of Resolutions. Resolutions of the Board shall be deemed adopted if approved by not less than a simple majority of all Commissioners present, except as otherwise required by law. Resolutions may but need not be read aloud prior to vote taken thereon and may but need not be executed after passage.

SECTION 4.6. Rules of Order. The presider shall conduct the meetings of the Board in such a fashion as to efficiently transact public business in compliance with law and fairness. In this regard, Rosenberg's Rules of Order may be used as a parliamentary guide, but the sense of the Board operating in compliance with law and fairness rather than Rosenberg's Rules of Order shall prevail in resolving all procedural issues. Commissioners may appeal procedural decisions of the presider by a motion that is made and seconded at the time of the presider's action or inaction. Such appeal motion shall have priority over all other motions.

A majority of the quorum in attendance voting in favor of the appeal motion is sufficient to reverse the presider's ruling.

SECTION 4.7. Conflict of Interest. Any Commissioner or employee who has a financial interest in any matter that is before the Authority shall publicly state the nature of said interest, excuse himself or herself from participation in the discussion or any decision-making process regarding the matter, and comply with the requirements of Minnesota Statutes, Section 469.009, as amended.

5. PROCEDURES OF THE HRA BOARD

SECTION 5.1. Fiscal Year. The fiscal year of the Authority shall be the calendar year.

SECTION 5.2. Execution of Contracts. All contracts, notes and other written agreements or instruments to which the Authority is a party or signatory or by which the Authority may be bound shall be executed by the Chairperson and/or the Executive Director or by such other Commissioners or officers of the Authority as the Board may by resolution prescribe.

SECTION 5.3. Amendment of By-Laws. These By-Laws may be amended by the Board only by not less than a majority vote of all the Commissioners, provided that any such proposed amendment shall first have been delivered to each Commissioner at least five days prior to the meeting at which such amendment is considered.