



City Council Agenda

Monday, August 22, 2016

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 and Roe
- 6:02 p.m. **2. Pledge of Allegiance**
- 6:05 p.m. **3. Approve Agenda**
- 6:07 p.m. **4. Public Comment**
- 6:12 p.m. **5. Council and City Manager Communications, Reports and Announcements**
- 6:17 p.m. **6. Recognitions, Donations and Communications**
 - a. MRPA Award for Roseville Natural Resources Program
 - b. Service Enterprise Certification
- 6:22 p.m. **7. Approve Minutes**
 - a. Approve August 15 City Council Meeting Minutes
- 6:27 p.m. **8. Approve Consent Agenda**
 - a. Approve Payments
 - b. Approve General Purchases and Sale of Surplus Items in Excess of \$5,000
 - c. Multi-Agency Law Enforcement Agreement-Minnesota Internet Crimes Against Children Task Force
 - d. Acceptance of the Roseville Area High School Police Liaison Officer Agreement for the 2016-2017 School Year
 - e. Request to Authorize the Police Chief to Enter into a Master Subscriber Agreement for Minnesota Court Data Services
 - f. Request for Approval for an agreement between the City

of Roseville, and the Roseville Volunteer Fire Department Auxiliary

- g. Approve Wheeler Street Closure and Proceed with Feasibility Report
- h. Authorize Filling of Vacancy on Finance Commission
- i. Consider Renewing the IT Shared Service Agreement with the City of Circle Pines
- j. Approve Quit Claim Deed and Encroachment Easement for 2785 Fairview Ave

6:37 p.m. **9. Consider Items Removed from Consent**

10. General Ordinances for Adoption

- 6:42 p.m. a. Request to Amend City Code Chapter 1004 (Residential Districts) to revise regulations pertaining to building footprints and paved surfaces on parcels in the low-density residential zoning districts (PROJ0017)

11. Presentations

- 7:00 p.m. a. Receive Presentation and Report from Advocates for Human Rights and Lake McCarrons Neighborhood Association Regarding Community Conversations Held Within Southeast Roseville

- 7:10 p.m. b. Community Engagement Commission Joint Meeting with the City Council

- 7:50 p.m. c. Volunteer Program Update

12. Public Hearing and Action Consideration

- 8:05 p.m. a. Public Hearing to Approve/Deny an On-Sale and Sunday Intoxicating Liquor License for Lucky's 13 Pub – Roseville located at 2480 Fairview Ave N.

- 8:10 p.m. b. Public Hearing to Approve/Deny a renewal of a 2 AM Liquor License for M.T. Rests. (Roseville) Inc dba Joe Senger's Sports Grill and Bar located at 2350 Cleveland Ave.

13. Budget Items

- 8:15 p.m. a. Hearing to Solicit Public Comment on the 2017 Budget & Tax Levy

14. Business Items (Action Items)

- 8:45 p.m. a. Public Right-of-Way ADA Transition Plan
- 9:00 p.m. b. The Community Development Department requests approval of a resolution authorizing abatement action for unresolved violations of the Minnesota State Building Code and City Code at 2814 Cleveland Avenue North

15. Business Items – Presentations/Discussions

- 9:30 p.m. **16. City Manager Future Agenda Review**
- 9:35 p.m. **17. Councilmember Initiated Items for Future Meetings**
- 9:40 p.m. **18. Adjourn Meeting**

Some Upcoming Public Meetings.....

Tuesday	Aug 23	6:30 p.m.	Public Works, Environment & Transportation Commission
Monday	Aug 29	4:00 p.m.	REDA
September			
<i>Monday</i>	<i>Sep 5</i>		<i>City Offices Closed – Labor Day</i>
Tuesday	Sep 6	6:30 p.m.	Parks & Recreation Commission
Thursday	Sep 8	6:30 p.m.	Community Engagement Commission
Monday	Sep 12	6:00 p.m.	City Council Meeting
Tuesday	Sep 13	6:30 p.m.	Finance Commission
Wednesday	Sep 14	5:30 p.m.	Variance Board
Wednesday	Sep 14	6:30 p.m.	Planning Commission
Monday	Sep 19	6:00 p.m.	City Council Meeting
Wednesday	Sep 21	6:00 p.m.	Human Rights Commission

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

REQUEST FOR COUNCIL ACTION

Date: 8/22/2016
Item No.: 6.a

Department Approval



City Manager Approval



Item Description: Accept Minnesota Recreation and Parks Association 2015 "Award of Excellence" in Volunteer Initiatives for the Roseville Parks Stewardship Network

BACKGROUND

The Minnesota Recreation and Park Association annually presents awards of excellence for notable projects and programs. The City of Roseville has been selected as the 2015 Award of Excellence recipient in the Volunteer Initiatives category for the Roseville Parks Stewardship Network (Stewardship Network). The Stewardship Network utilizes community involvement to maintain and sustain local natural resource restoration projects and natural resource management efforts.

The Volunteer Initiatives award focuses on the utilization of volunteer resources to increase public awareness and appreciation of the excellent parks, trails, recreation and leisure services available in our community.

This application not only outlines details of the Stewardship Network, it also emphasizes the range of unique natural resource volunteer opportunities available; from single occasion participation to natural resource management specific leadership roles. The application focuses on the values and benefits the Stewardship Network realized by the community through maximizing community resources and expanding work output. The application also noted the scope of work being done through the Stewardship Network, including; citizen scientist resource monitoring, monthly volunteer events, native gardeners and special projects. The extent of work being done by the volunteer Stewardship Network is award worthy.

MRPA representative Mr. Chris Fleck (City of Woodbury Recreation Specialist) will be attending to present the award and recognize Jill Anfang from Parks & Recreation and Kelly O'Brien, Volunteer Coordinator for this successful volunteer initiative.

POLICY OBJECTIVE

The Roseville Parks Stewardship Network aligns with a number of City Council community aspirations, including;

- o Environmentally responsible, with well-maintained natural assets
- o Physically and mentally active and healthy
- o Engaged in our community's success as citizens, neighbors, volunteers, leaders and businesspeople

FINANCIAL IMPACTS

There are no financial impacts associated with accepting the Stewardship Network Award of Excellence.

35 STAFF RECOMMENDATION
36 Staff recommends acceptance of the Minnesota Recreation and Parks Association Award of Excellence
37 for the Roseville Parks Stewardship Network in the Volunteer Initiatives category.
38

39 REQUESTED COUNCIL ACTION

40 Motion authorizing the acceptance of the Minnesota Recreation and Parks Association 2015 Award of
41 Excellence for Volunteer Initiatives recognizing the Roseville Parks Stewardship Network.
42

Prepared by: Jill Anfang, Parks and Recreation Assistant Director
Attachment: A. 2015 Awards of Excellence Nomination Form



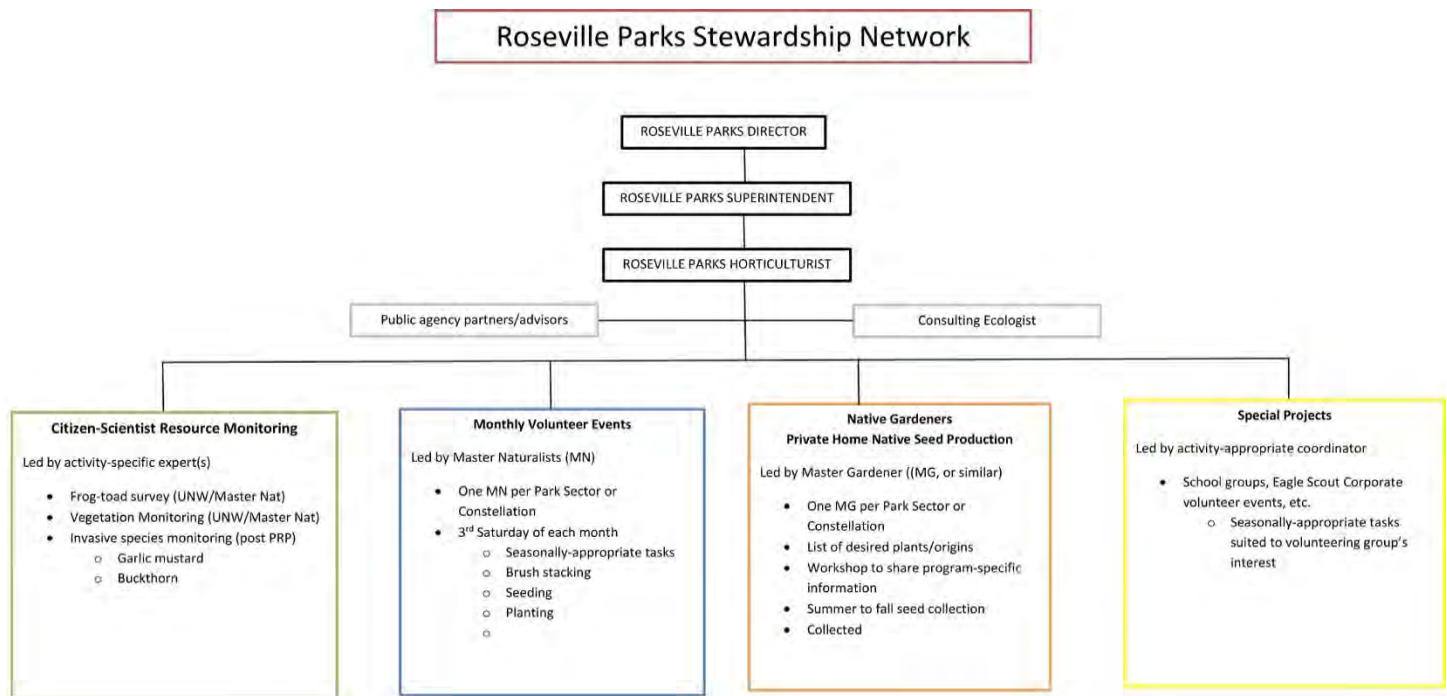
2015

MRPA AWARD OF EXCELLENCE APPLICATION

Category: Volunteer Initiatives

ROSEVILLE PARKS & RECREATION
ROSEVILLE PARKS STEWARDSHIP NETWORK

JILL ANFANG
2660 CIVIC CENTER DRIVE, ROSEVILLE
651-792-7102
JILL.ANFANG@CITYOFROSEVILLE.COM



Roseville Parks & Recreation is proud to submit the ***Roseville Parks Stewardship Network*** for consideration in the Volunteer Initiatives category of the 2015 MRPA Award of Excellence.

Over the past 13 years, Roseville has put significant resources (funding, time & labor) toward city-wide Natural Resource initiatives & the result has been a healthy, diverse ecosystem, and increasingly engaged residents & growing public awareness & understanding. As we took on the restoration work in our natural communities it became evident that:

- these are complex systems,
- they take time to respond to resource management efforts, & more importantly,
- they **require a long-term maintenance commitment.**

The ***Stewardship Network*** supports the maintenance & sustainability of Natural Resource restoration projects & Natural Resource management efforts, as well as, cultivates a better understanding of the processes involved.

Current park maintenance expectations & obligations are stretched thin so staff needed to look beyond the traditional City labor pool & tap into another community resource, its volunteers, to help support Natural Resource maintenance. The ***Stewardship Network*** performs critical & real work that contributes toward the long-term health of natural areas. These planned efforts are required for sustainability & have a significant impact on the Roseville Parks system, the local ecosystem & overall conservation of our natural places.

In 2015, 167 individual volunteers participated in the ***Stewardship Network*** & spent 735 hours;

- cutting & removing buckthorn from eighty acres of parkland;
- performed broadcast seeding of native grasses & flowers at four park locations;
- installed 3,000 plant plugs along Roseville shoreline;
- planted 500 trees;
- built 50 bee nesting boxes & 15 wood duck boxes.

There are many volunteer based Natural Resource projects taking place in communities throughout the state & country. What makes the ***Roseville Parks Stewardship Network*** unique is the way each contributor is intertwined & horizontally integrated; from City staff to expert industry contractors to academia to “citizen specialists” to active volunteers. These multidimensional groups are working together to establish a self-sustaining maintenance system, an environmental education program & community buy-in.

In summary, the ***Roseville Parks Stewardship Network*** allows our community to maximize its Natural Resource Management efforts **system-wide** through citizen involvement, collaborations & partnerships.

Planning Process:

It was a long road of community engagement, planning & development, industry expertise & local leadership that led to establishing the **Roseville Parks Stewardship Network** to sustain our local natural environments. Milestones include:

- **2002 Natural Resource Management Plan.** This document provided comprehensive planning information for natural communities in five of Roseville's largest parks, an inventory & management recommendation for Langton & Bennett Lakes, upland & wetland communities & storm ponds. This document continues to be the standard for Natural Resource management & restoration in Roseville, not only providing direction for the designated parks but also guiding Natural Resource management work within the system-wide master plan.
The Natural Resource & Forestry Committee was established at this time, these volunteers set the ground work for future advisory groups, work teams, volunteer leaders & the Roseville Parks Stewardship Network.
- **2010 system-wide, fully updated, adopted Parks & Recreation Master Plan.** The 24-month process to develop the final plan involved extensive public outreach & community engagement to ensure citizen needs, expectations & standards are not only meeting today's needs but creating a vision for the future. In the end, the Roseville City Council adopted a Master Plan that included seven core goals with aligned policies including:
 - parks & recreation systems management;
 - **park development, redevelopment & rehabilitation;**
 - parks & open space acquisition;
 - trails, pathways & community connections;
 - recreation programs & services; community facilities; and
 - **natural resource management.**

From the beginning, local leaders & the community at-large advocated for a network of people to provide the dialogue, the brains & the brawn to maintain restored natural areas throughout the City, to create additional environmental experiences & to grow the volunteer base.

The Master Plan Citizen Advisory Team, Renewal Program Implementation Team & Natural Resources Advisory Team provided the direction & foundation for establishing the Roseville Parks Stewardship Network.

- **2011 community survey.** The statistically valid survey tool was used to establish priorities for future improvement of community parks, recreation facilities, programs & services. The survey demonstrated the community's strong support for improvements to nature areas & the management of natural resources. These areas were consistently rated in the top three for funding support with tax dollars & allocation of City resources.
This survey tool validated resident interest, supported on-going engagement & established the need for the Roseville Parks Stewardship Network to care for our Natural Resource investment.
- **2014 parks & recreation renewal program.** A significant Natural Resource component is now supported & sustained by the **Roseville Parks Stewardship Network**.
 - Outputs were maximized & funding leveraged through the use of the Best Value Procurement process. Contractors & vendors were not only asked to provide technical expertise but also to connect with the community to provide added value to the finished product.
 - Stantec began a 3-year consultant contract in 2014 to serve as the environmental lead & provide guidance & vision to accomplish the natural resource management goals identified in the master plan. Stantec was awarded the contract based on a Best Value procurement method that not only included their vast level of experience & expertise, but the addition of community-based education programs, solicitation of supplementary grant funding & the establishment of a volunteer network.
Under Stantec's leadership, the plan was developed & the Roseville Parks Stewardship Network was launched.
- Roseville's Natural Resource program has:
 - Realized intense ecological restoration efforts in 22 Roseville parks
 - Developed a highly successful **Parks Stewardship Network** that offers monthly ecological restoration volunteer events & natural history interpretation programs
 - Established local University partnerships to conduct biological monitoring of key wildlife & vegetation
 - Established a network to grow & collect seeds from local ecotype plants to be used for park restoration
These outcomes are made possible due to the work of the Roseville Parks Stewardship Network.

Funding Plan:

Funding for the **Stewardship Network** is included within the annual Park Maintenance budget. Initial restoration & management programs were funded through bond programs & leveraged grants. The initial restoration & management work depends on the **Stewardship Network** for sustainability.

- Citizen-Scientist Resource Monitoring projects are funded by programs led by local colleges (currently the University of Northwestern with others pending).
- Native Gardener & Native Seed Production efforts are supported by industry partnerships & grant programs.
- Monthly Volunteer Event (third Saturday of each month) expenses are planned & provided for within the Park Maintenance budget (up to \$5,000 annually)
- Special Projects expenses are planned & provided for within the Park Maintenance budget (up to \$5,000 annually)
- Volunteer Appreciation Event(s) are planned & provided for within the Recreation & Volunteer budgets (up to \$3,000 annually)
- The **Network** supports a \$1.5M bond initiative that addressed Natural Resource needs throughout the Roseville Park System. That \$1.5M has been used to leverage an additional \$300,000 in grant funding that will be used to expand Natural Resource management efforts (with an additional \$200,000 expected by the end of 2017).

Collaborations:

The **Roseville Parks Stewardship Network** was established through collaborations, partnerships & significant volunteer involvement.

- **Foundation** of community leaders, residents & volunteers.
 - Roseville City Council, Parks & Recreation Commission
 - Master Plan Citizen Advisory Team
 - 27 community members participated in 24 months of operation review, community engagement & recommendations
 - Renewal Program Citizen Advisory Team
 - 20 community members participated in an 18 month process which made recommendation to Council for bond funding to maintain our resources & community amenities
 - Natural Resources Community Advisory Team
 - 35 community members spent 18-months on Natural Resource specific operation review, community engagement & funding recommendations
 - Natural Resources Volunteer Leadership Training
 - 12 community members have participated in 6 train-the-trainer sessions that have positioned them to serve as volunteer leaders and work with a volunteer team in the Stewardship Network
 - 167 unduplicated, individual volunteers provided 735 hours of service in 2015
- **Leadership** by Roseville staff & Contractor Services
 - Parks & Recreation administrative staff, maintenance staff
 - Paul Bockenstedt, Stantec Ecologist
 - Michael Schroeder, LHB Principal Landscape Architect
- **Expertise** from local Universities & Professional Organizations
 - University of Northwestern (Environmental Sciences)
 - Biological monitoring of Natural Resources within parks to provide critical data to gauge the efficacy of natural resource management & practice Adaptive Management
 - Frog-Toad Survey
 - Breeding Bird Survey
 - Wild Ones Native Plants, Natural Landscapes
 - Advocates for the use of natural landscaping in urban locales

Community Support:

The Roseville community has demonstrated its support for the **Stewardship Network** in a variety of ways.

Our community volunteers truly understand the value of what they are doing by helping to sustain & cultivate our natural areas. Community support was evident from the start:

- 82 community members dedicated years toward advocating for Natural Resource renewal & restoration,
- local leaders allocated funding for the initial work,
- community stewards have stepped up to support the on-going maintenance needs & the supplementary restoration programs taking place in Roseville's natural areas.

The number of individual, unduplicated **Stewardship Network** participants has grown exponentially. As mentioned earlier, 176 people volunteered in 2015. These volunteers may participate on a single occasion to improve their neighborhood park or they could participate every month (the **Stewardship Network** is their "recreation experience"). A side note: from the end of 2015 through March 2016, the number of unduplicated participants has increased 25% to 206 participants.

The 2015 **Roseville Parks Stewardship Network** includes four focus areas:

- **Citizen-Scientist Resource Monitoring**
 - University of Northwestern Frog & Toad Calling Survey monitors the number & distribution of frog & toad populations in Minnesota. Participating citizen-scientists are encouraged by the detection of wood frogs in an urban Roseville park.
 - University of Northwestern Breeding Bird Survey helps us better understand which habitats birds are using for nesting & identifies preferred habitat types.
- **Monthly Volunteer Events**
 - Natural Resource based volunteer projects take place the 3rd Saturday of each month from 10am-noon.
 - A quarterly calendar promotes projects scheduled in parks across the City. A brief education component (natural history interpretation) relating to the day's activities & residential application is included in every session. In many instances, Saturday projects are led by volunteers with contracted staff or maintenance staff providing the education component.
 - Saturday Projects by month:
 - January: Buckthorn Removal (Acorn Park)
 - February: Buckthorn Removal (Harriet Alexander Nature Center)
 - March: Wood Duck Box Build (Sandcastle Park)
 - April: Broadcast seeding of native grasses & flowers (Reservoir Woods)
 - May: Tree Planting (Villa Park)
 - June: Shoreline, prairie & woodland plug planting (Central Park & Willow Pond)
 - July: Buckthorn Removal (Oasis Park)
 - August: Woodland Planting (Langton Lake Park)
 - September: Woodland Planting (Harriet Alexander Nature Center)
 - October: Garlic Mustard Removal (Villa Park)
 - November: Natural Resource Volunteer Leadership Training for Sector Leaders & Constellation Captains
 - December: Bee Nesting Box Build (Autumn Grove Park)
- **Native Gardeners**
 - Six Roseville homes volunteered to plant a native prairie garden for the purpose of harvesting seeds that will be used as a locally sourced seed for native plantings throughout the City.
 - A local branch of Wild Ones was established to promote the benefits of native plantings & encourage community members to participate in the Native Gardeners program.

- **Special Projects**

- A local Eagle Scout established a Native Prairie Seed Orchard as a demonstration garden at the Roseville Central Park Muriel Sahlin Arboretum. The garden was planned, developed & planted to display examples of Minnesota native prairie plant species & for seed collection demonstrations.

Network participants have a heightened sense of ownership & experience first-hand the benefits of their efforts. The level of productivity is truly impressive & includes:

- Healthy undergrowth where once the only thing thriving was mischievous buckthorn or troublesome Garlic Mustard.
- Growth of native grasses & wild flowers on the Nature Center grounds & throughout Reservoir Woods.
- Reforestation at Villa Park following watershed projects.
- Shoreline preservation using designated plantings.
- Construction of bee nesting boxes that provide habitat that supports the bumble bee population & in turn boosts pollination & the survival of plants.
- Construction of Wood Duck boxes to support local waterfowl



Building Bee Nesting Boxes

Sector Leader directing project



Hauling Buckthorn

*Nature Center "community" education
natural history interpretation*

Originality:

Community volunteers working to support Natural Resource efforts is not a unique or original concept. Organizations everywhere benefit from project driven volunteer efforts.

The **Roseville Parks Stewardship Network** has been recognized as unique because:

- The **Roseville Parks Stewardship Network** utilizes Volunteer Management Industry Best Practices to build & increase the sense of ownership that volunteers have for the project & outcomes. Best practices being put into action include:
 - Creating a sense of team among volunteers by uniting them around a common cause/issue, & providing them opportunities to create lasting & measurable impact
 - Allowing involvement on one-time, flexible, on-going, project based & leadership level to meet the varying needs of today's volunteer pool
 - Increasing the sense of community at the neighborhood & city-wide level
 - Providing an educational component that supports volunteers in becoming ambassadors of the program within their circles of influence
 - Allowing engagement of people of all skill & ability levels – volunteer opportunities range from physically pulling invasives to managing groups to leading workshops
 - Allowing volunteers to increase their level of responsibility & engagement as their interest & commitment grows
- The Natural Resource Contract RFP included the provision that contractors develop a volunteer system & include a 3-year commitment to educating volunteers & managing that volunteer system resulting in the official launch of the **Roseville Parks Stewardship Network**.
- The **Roseville Parks Stewardship Network** is serving the community system-wide. Industry experts recognize that most volunteer efforts are built around an individual project. Stantec planned a system-wide effort that impacts all corners of the community & welcomes all levels of interest & participation.
- The **Roseville Parks Stewardship Network** utilizes a “sector” & “constellation” concept that allows community volunteers to impact their own neighborhood as well as the community as a whole.
 - The 2010 Master Plan update implemented a Constellation & Sector concept for the Roseville Parks & Recreation system. The concept recognizes that some park components or services are best delivered on a community-wide basis, while others are better delivered to smaller segments of the community. With sectors & constellations, each part of Roseville & every neighborhood will be afforded the parks & recreation opportunities it needs, with each park playing a role that balances immediate neighborhood needs with those of the broader community.
 - The updated Master Plan identified that each & every park in Roseville will have a designated natural area that best fits its constellation personality & sector make-up.
- The **Roseville Parks Stewardship Network** provides volunteers the opportunity to take on leadership roles. Community members with specialized skill sets, advanced degrees, years of experience & heightened passion have stepped into the roles of Sector Leaders & Constellation Captains. Roseville benefits from volunteers in leadership roles that have urban forestry backgrounds, have worked for the DNR, have worked in the construction industry, are trained as master gardeners & master naturalists.
 - Sector Leaders recruit & train Constellation Captains, track project conditions & progress, coordinate efforts with other Network partners, communicate with Network partners, market program to others.
 - Constellation Captains provide on the ground evaluation, conduct project tasks & report project conditions, coordinate monthly events, recruit & train seed gardeners.

Evaluation Method:

Like much of the earlier criteria, there are a variety of evaluation tools & methods used to gauge the success of the ***Roseville Parks Stewardship Network***.

Community response & participation levels are the obvious starting points for summarizing evaluation methods. The Stewardship Network has experienced steady growth from day one. The majority of those involved have participated in more than one monthly session, volunteers tend to bring new network participants when they return, Park Stewards have branched out from their original area of interest, whether it is from a neighborhood park to other locations throughout the City or it's a passion for one specific area of ecology to pitching in no matter what the project.

Council & administration recognition is a significant evaluation tool. Council Members have become regular participants at the Saturday projects, City Administration has directed the resources of the City-wide Volunteer coordinator to support the efforts of the Natural Resource Contractor & Parks Maintenance staff. The Parks Stewardship Network is a pilot for the Roseville Volunteer Leadership evaluation tool which includes; post-placement check-ins, exit interviews, annual surveys & informal check-ins.

Research based data is demonstrating the impact of volunteer efforts as they study frog & toad presence in urban parks & survey habitat preferences of breeding birds.

Performance Based Studies Research Group at Arizona State University has worked with Roseville Parks & Recreation for the past 8 years to successfully administer the Best Value Procurement Process. The Best Value Process applies equally to the technicalities of Natural Resource management & restoration and the development, management & cultivation of a volunteer network to support Natural Resource rehabilitation. The Best Value program measures performance throughout the duration of a project. Best Value evaluation tools include weekly risk reports (identifying project issues/concerns, resolution recommendations, cost impacts) & weekly directors reports (progress reports, project details, cost detail, opportunities). The ***Roseville Parks Stewardship Network*** has been a significant inclusion in the Stantec Natural Resource Management Contract Best Value reporting process.

Ready volunteer involvement has shown that the Roseville community is willing to not only give their time, they are willing to share their expertise & their homestead to serve as volunteer leaders & volunteer growers/harvesters.



Monday, January 19
10:00 to noon
Acorn Park
286 County Road C
Roseville



BUCKTHORN BLASTERS

Buckthorn

Buckthorn is a nonnative and highly invasive shrub. It is one of several invasive, nonnative shrubs and trees found at Acorn Park. Buckthorn has the ability to modify soil chemistry and forms dense thickets that are difficult to walk through and shade out desirable native plants. Buckthorn and other invasive reduce the overall habitat value of an area for wildlife by reducing the diversity of native plant cover and the benefits it provides.

Join us at **Acorn Park** and help give Buckthorn the boot!

Kick Buckthorn to the Curb

Join us on Martin Luther King Day for "A Day On, Not a Day Off." MLK holiday is traditionally a day when citizens are encouraged to volunteer. **Roseville** is hosting an opportunity to give back to your community. We're looking for volunteers to join us in our **Natural Resources Restoration** efforts to improve city parks. On **January 19**, we'll be launching our monthly community volunteer efforts by helping gather and stack previously cut buckthorn at Acorn Park.



This program is part of a three-year natural resources renewal project. It includes prairie/savanna, wetland, and shoreline restoration and management. Monthly volunteer opportunities will include an educational component and status update of the overall project. Please contact Kelly O'Brien to join these community events and help us create lasting environmental impacts in our parks.

Contact Kelly O'Brien to Volunteer

651-792-7028 | kelly.obrien@ci.roseville.mn.us



Saturday, July 18
10:00 to noon
Buckthorn removal
at Oasis Park
1700 County Road C2 West



NATURAL RESOURCES RENEWAL

The Project

Roseville Parks and Recreation is in the midst of an aggressive eco-restoration project to remove invasive/nonnative plant species from City parks. This 376-acre natural resources renewal project is taking place over a three-year period from 2014-17 and includes prairie/savanna, wetland, and shoreline restoration and management.

Join us at **Villa Park** and help restore native species!

Join the Renewal Team!

Make a lasting impact with minimum time commitment. Join friends, neighbors and other community members for a fun, informative and high impact gathering to support Roseville's Natural Resources Restoration Program. Come to one, come to all, come when it works for you and your schedule. On the third Saturday of each month, from 10:00 am to noon, a group of enthusiastic volunteers gather together to work on a specific Natural Resources Restoration project in one of Roseville's parks. Gatherings begin with an overview of the city-wide plan, the status of the plan and the day's identified task. Contact Kelly O'Brien for more information or join us for one of the events. Be a part of these exciting efforts to restore the eco-balance throughout our park system.



Contact Kelly O'Brien to Volunteer

651-792-7028 | kelly.obrien@cityofroseville.com

Upcoming Natural Resources Renewal Events

August 15 | Langton Lake Park | 10 a.m. to noon
• Woodland planting

Sept. 19 | Harriet Alexander Nature Center | 10 a.m. to noon
• Woodland planting

Oct. 17 | Villa Park | 10 a.m. to noon
• Garlic Mustard removal





Mr. Pat Trudgeon,

Congratulations! Your organization has successfully been certified as a Service Enterprise by Points of Light, the largest organization in the world dedicated to volunteer service.

With this certification, your organization joins a prestigious group of organizations committed to effectively delivering on their missions by strategically engaging volunteer time and talent.

Without organizations like yours – dedicated to engaging volunteers to drive change – so many local needs would go unmet. With organizations like yours, so many lives are improved, so many communities are stronger.

Twenty-five years ago, our founder, President George H. W. Bush, called on “the only resource we have that in times of need always grows: the goodness and courage of the American people.” He described what he saw at work in the country as “a thousand points of light...a new engagement in the lives of others, a new activism, hands-on and involved, that gets the job done.”

Thank you for being a point of light, for building our nation’s tradition of service and for getting the job done. On behalf of Points of Light, I am honored to welcome you to the Service Enterprise network.

A handwritten signature in black ink, appearing to read "Tracy Hoover", with a stylized flourish extending to the right.

Tracy Hoover
CEO, Points of Light



Certificate of Recognition



Seriously Effective Volunteer Engagement

City of Roseville, Minnesota

Is certified as a Service Enterprise
2016-2018

Tracy Hoover,
CEO, Points of Light



Karmit Bulman
Executive Director, MAVA



Zeeda Magnuson
Interim Executive Director
HandsOn Twin Cities





REQUEST FOR COUNCIL ACTION

Date: 08/22/2016

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	\$1,519,784.92
82552-82694	\$922,663.42
Total	\$2,442,448.34

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: 8/16/2016 - 10:17 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
82601	08/04/2016	Boulevard Landscaping	Contract Maintenance	Sandstrom Land Management, LLC	MOWING, WEEDING, MULCHINC	7,008.00
Contract Maintenance Total:						7,008.00
82644	08/11/2016	Boulevard Landscaping	Operating Supplies	Gertens Greenhouses	Nursery Supplies	2,226.50
0	08/02/2016	Boulevard Landscaping	Operating Supplies	Home Depot- CC	Sod	64.41
0	08/11/2016	Boulevard Landscaping	Operating Supplies	Menards-CC	Fence Sealer	239.33
82681	08/11/2016	Boulevard Landscaping	Operating Supplies	St. Paul Regional Water Services	Water Service-1121 Larpenteur Ave	138.96
82681	08/11/2016	Boulevard Landscaping	Operating Supplies	St. Paul Regional Water Services	Water Service-1272 Larpenteur Ave V	95.00
82681	08/11/2016	Boulevard Landscaping	Operating Supplies	St. Paul Regional Water Services	Water Service-12701 Larpenteur Ave	123.26
0	08/11/2016	Boulevard Landscaping	Operating Supplies	Suburban Ace Hardware-CC	Utility Gloves	29.99
0	08/02/2016	Boulevard Landscaping	Operating Supplies	Suburban Ace Hardware-CC	Chain Saw Tune-Ups, Sharpenings	230.25
0	08/02/2016	Boulevard Landscaping	Operating Supplies	Suburban Ace Hardware-CC	Tools	85.94
Operating Supplies Total:						3,233.64
Fund Total:						10,241.64
82669	08/11/2016	Building Improvements	Other Improvements	Oakley Interiors	QTY 1: TILE AND COUNTERTOPS	18,387.50
Other Improvements Total:						18,387.50
Fund Total:						18,387.50
82657	08/11/2016	Central Svcs Equip Revolving	Rental - Copier Machines	Marco Technologies, LLC	Copy Machines Rental	2,932.42
82612	08/04/2016	Central Svcs Equip Revolving	Rental - Copier Machines	US Bank Equipment Finance	Copier Rental	2,722.09
Rental - Copier Machines Total:						5,654.51

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Fund Total:						5,654.51
0	08/09/2016	Charitable Gambling	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Federal Incc	7.17
Federal Income Tax Total:						7.17
0	08/09/2016	Charitable Gambling	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	6.89
0	08/09/2016	Charitable Gambling	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	1.61
FICA Employee Ded. Total:						8.50
0	08/09/2016	Charitable Gambling	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	1.61
0	08/09/2016	Charitable Gambling	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	6.89
FICA Employers Share Total:						8.50
0	08/09/2016	Charitable Gambling	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2016 Post Emplo	1.02
MN State Retirement Total:						1.02
0	08/09/2016	Charitable Gambling	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	6.66
PERA Employee Ded Total:						6.66
0	08/09/2016	Charitable Gambling	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	6.66
0	08/09/2016	Charitable Gambling	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera additio	1.02
PERA Employer Share Total:						7.68
0	08/09/2016	Charitable Gambling	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2016 State Incom	3.84
State Income Tax Total:						3.84
Fund Total:						43.37
82566	08/04/2016	Community Development	Building Permits	Custom Choice	Building Permit Refund-3031 Little E	215.90

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Building Permits Total:						215.90
82554	08/04/2016	Community Development	Building Surcharge	B & D Plumbing	Mechanical Permit Refund-3003 Snel	12.05
82566	08/04/2016	Community Development	Building Surcharge	Custom Choice	Building Permit Refund-3031 Little E	4.88
Building Surcharge Total:						16.93
0	08/03/2016	Community Development	Credit Card Fees	US Bank-Non Bank	June Terminal Charges	1,586.97
Credit Card Fees Total:						1,586.97
0	08/09/2016	Community Development	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Federal Incc	3,914.68
Federal Income Tax Total:						3,914.68
0	08/09/2016	Community Development	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	2,028.99
0	08/09/2016	Community Development	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	474.53
FICA Employee Ded. Total:						2,503.52
0	08/09/2016	Community Development	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	2,028.99
0	08/09/2016	Community Development	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	474.53
FICA Employers Share Total:						2,503.52
82565	08/04/2016	Community Development	General Miscellaneous	Commers-Klodt	SAC Charges Refund	36.00
82566	08/04/2016	Community Development	General Miscellaneous	Custom Choice	Building Permit Refund-3031 Little E	10.00
General Miscellaneous Total:						46.00
82554	08/04/2016	Community Development	Heating Permits	B & D Plumbing	Mechanical Permit Refund-3003 Snel	308.48
Heating Permits Total:						308.48
82646	08/11/2016	Community Development	HRA Employer	ING ReliaStar	PR Batch 00001.08.2016 HRA Empl	400.00
HRA Employer Total:						400.00
82672	08/11/2016	Community Development	HSA Employee	Premier Bank	PR Batch 00001.08.2016 HSA Empl	250.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					HSA Employee Total:	250.00
82672	08/11/2016	Community Development	HSA Employer	Premier Bank	PR Batch 00001.08.2016 HSA Emplo	533.00
					HSA Employer Total:	533.00
0	08/11/2016	Community Development	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00001.08.2016 ICMA Defe	1,717.95
					ICMA Def Comp Total:	1,717.95
0	08/02/2016	Community Development	Memberships & Subscriptions	APA-CC	Planning Association Membership Du	370.00
					Memberships & Subscriptions Total:	370.00
0	08/09/2016	Community Development	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2016 Post Emplo	280.13
					MN State Retirement Total:	280.13
0	08/09/2016	Community Development	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.08.2016 MNDCP De	450.00
					MNDCP Def Comp Total:	450.00
82557	08/04/2016	Community Development	Office Supplies	Bolger Inc.	Community Engagement Postcard	275.00
					Office Supplies Total:	275.00
0	08/09/2016	Community Development	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	2,019.76
					PERA Employee Ded Total:	2,019.76
0	08/09/2016	Community Development	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	2,019.76
0	08/09/2016	Community Development	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera additio	310.72
					PERA Employer Share Total:	2,330.48
82600	08/04/2016	Community Development	Plumbing Permits	Roto Rooter	Plumbing Permit Refund-2745 Long l	81.00
					Plumbing Permits Total:	81.00
82553	08/04/2016	Community Development	Professional Services	APA MN Administrators	Comp. Plan RFP Posting	25.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
82557	08/04/2016	Community Development	Professional Services	Bolger Inc.	Community Engagement Postcard	300.00
0	08/02/2016	Community Development	Professional Services	FormSite.com-CC	Rental Registration Monthly Fee	49.95
82675	08/11/2016	Community Development	Professional Services	Ramsey County Recorder	Recording Fees-P1125790, P1127027	230.00
0	08/02/2016	Community Development	Professional Services	Smartpress-CC	Rental Registration Certificates	219.98
82691	08/11/2016	Community Development	Professional Services	Verizon Wireless	Cell Phones	35.01
Professional Services Total:						859.94
0	08/09/2016	Community Development	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2016 State Incom	1,506.54
State Income Tax Total:						1,506.54
82607	08/04/2016	Community Development	Telephone	T Mobile	Cell Phones-Acct: 876644423	114.55
Telephone Total:						114.55
Fund Total:						22,284.35
0	08/02/2016	Contracted Engineering Svcs	Conferences	APWA-CC	Public Works Expo Registration	799.00
Conferences Total:						799.00
0	08/09/2016	Contracted Engineering Svcs	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Federal Incc	1,712.98
Federal Income Tax Total:						1,712.98
0	08/09/2016	Contracted Engineering Svcs	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	239.60
0	08/09/2016	Contracted Engineering Svcs	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	1,024.63
FICA Employee Ded. Total:						1,264.23
0	08/09/2016	Contracted Engineering Svcs	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	1,024.63
0	08/09/2016	Contracted Engineering Svcs	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	239.60
FICA Employers Share Total:						1,264.23
82646	08/11/2016	Contracted Engineering Svcs	HRA Employer	ING ReliaStar	PR Batch 00001.08.2016 HRA Empl	211.25
HRA Employer Total:						211.25

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
82672	08/11/2016	Contracted Engineering Svcs	HSA Employee	Premier Bank	PR Batch 00001.08.2016 HSA Empl	95.19
					HSA Employee Total:	95.19
82672	08/11/2016	Contracted Engineering Svcs	HSA Employer	Premier Bank	PR Batch 00001.08.2016 HSA Emplo	332.51
					HSA Employer Total:	332.51
0	08/11/2016	Contracted Engineering Svcs	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00001.08.2016 ICMA Defe	97.49
					ICMA Def Comp Total:	97.49
0	08/09/2016	Contracted Engineering Svcs	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2016 Post Emplo	166.58
					MN State Retirement Total:	166.58
0	08/09/2016	Contracted Engineering Svcs	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.08.2016 MNDCP De	71.51
					MNDCP Def Comp Total:	71.51
0	08/09/2016	Contracted Engineering Svcs	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	1,082.62
					PERA Employee Ded Total:	1,082.62
0	08/09/2016	Contracted Engineering Svcs	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	1,082.62
0	08/09/2016	Contracted Engineering Svcs	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera additio	166.58
					PERA Employer Share Total:	1,249.20
82577	08/04/2016	Contracted Engineering Svcs	Professional Services	Kimley-Horn & Associates, Inc.	Engineering Services	4,224.53
					Professional Services Total:	4,224.53
0	08/09/2016	Contracted Engineering Svcs	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2016 State Incom	704.85
					State Income Tax Total:	704.85
82655	08/11/2016	Contracted Engineering Svcs	Union Dues Deduction	Local Union 49	PR Batch 00001.08.2016 IOUE Unioi	165.26
					Union Dues Deduction Total:	165.26

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Fund Total:						13,441.43
82578	08/04/2016	Fire Vehicles Revolving	Furniture & Fixtures	The Knox Company	Black Lift Off Surface	2,890.00
Furniture & Fixtures Total:						2,890.00
0	08/11/2016	Fire Vehicles Revolving	SCBA Equipment	Alex Air Apparatus, Inc.	SCBA Equipment	1,410.00
SCBA Equipment Total:						1,410.00
Fund Total:						4,300.00
0	08/03/2016	General Fund	209000 - Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	48.90
209000 - Sales Tax Payable Total:						48.90
0	08/04/2016	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	1,523.93
0	08/04/2016	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	1,545.29
211402 - Flex Spending Health Total:						3,069.22
0	08/04/2016	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	384.62
0	08/11/2016	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	170.00
0	08/04/2016	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	234.86
211403 - Flex Spend Day Care Total:						789.48
82619	08/11/2016	General Fund	Clothing	Avenue Shirt Works	T-Shirts	46.11
82651	08/11/2016	General Fund	Clothing	Keepsrs Inc	Uniform Supplies	1,062.50
82651	08/11/2016	General Fund	Clothing	Keepsrs Inc	Uniform Supplies	46.79
Clothing Total:						1,155.40
0	08/11/2016	General Fund	Conferences	AMEM-CC	Emergency Managers Conference	150.00
0	08/11/2016	General Fund	Conferences	Chipotle- CC	No Reciept-Brosnahan	9.75
0	08/11/2016	General Fund	Conferences	Chipotle- CC	Conference Supplies	8.89
0	08/11/2016	General Fund	Conferences	Jersey Mikes Subs-CC	Conference Supplies	9.41
0	08/11/2016	General Fund	Conferences	Jersey Mikes Subs-CC	Conference Supplies	11.68
82687	08/11/2016	General Fund	Conferences	Twin Cities Organized Retail Crime		175.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Conferences Total:						364.73
0	08/11/2016	General Fund	Contract Maint - Vehicles	City Auto Glass-CC	Squad Windshield Replacement	462.00
0	08/11/2016	General Fund	Contract Maint - Vehicles	Mister Car Wash	Vehicle Washes	6.30
82597	08/04/2016	General Fund	Contract Maint - Vehicles	Ramsey County	Fleet Support Fee	43.68
82678	08/11/2016	General Fund	Contract Maint - Vehicles	Roseville Chrysler Jeep Dodge	2016 BLANKET PO FOR VEHICLE	431.03
Contract Maint - Vehicles Total:						943.01
0	08/04/2016	General Fund	Contract Maint. - City Hall	Alternative Business Furniture, Inc.	Office Furniture	110.20
82552	08/04/2016	General Fund	Contract Maint. - City Hall	AMG Architectural Glass & Glazing	Window Repair	4,850.00
82552	08/04/2016	General Fund	Contract Maint. - City Hall	AMG Architectural Glass & Glazing	Window Repair	4,850.00
82560	08/04/2016	General Fund	Contract Maint. - City Hall	Building Restoration Corporation	Monument Restoration	3,482.00
82583	08/04/2016	General Fund	Contract Maint. - City Hall	McGough Facility Management, LI	Facility Management	2,259.34
82601	08/04/2016	General Fund	Contract Maint. - City Hall	Sandstrom Land Management, LLC	MOWING, WEEDING, MULCHING	1,000.00
Contract Maint. - City Hall Total:						16,551.54
82583	08/04/2016	General Fund	Contract Maint. - City Garage	McGough Facility Management, LI	Facility Management	1,077.50
0	08/11/2016	General Fund	Contract Maint. - City Garage	Nitti Sanitation-CC	Regular Service	339.66
Contract Maint. - City Garage Total:						1,417.16
0	08/11/2016	General Fund	Contract Maint.- Old City Hall	Adam's Pest Control Inc	Monthly Service	79.00
Contract Maint.- Old City Hall Total:						79.00
0	08/11/2016	General Fund	Contract Maintenance	City of St. Paul	Radio Maintenance & Services	178.75
82570	08/04/2016	General Fund	Contract Maintenance	Hotsy of Minnesota	Vehicle Repair	430.83
0	08/11/2016	General Fund	Contract Maintenance	Nitti Sanitation-CC	Regular Service	100.98
82594	08/04/2016	General Fund	Contract Maintenance	Q3 Contracting, Inc.	Sign, Cone Rental	101.40
82673	08/11/2016	General Fund	Contract Maintenance	Racom Corporation	Service Labor	380.00
82674	08/11/2016	General Fund	Contract Maintenance	Ramsey County	Fleet Support Fee	383.76
82597	08/04/2016	General Fund	Contract Maintenance	Ramsey County	Fleet Support Fee	224.64
82599	08/04/2016	General Fund	Contract Maintenance	Ron Kassa Construction, Inc.	Road Construction	319.00
82613	08/04/2016	General Fund	Contract Maintenance	Verizon Wireless	Cell Phones	304.87
Contract Maintenance Total:						2,424.23
82665	08/11/2016	General Fund	Contract Maintenance	MN Dept of Transportation	Plant Inspections	244.42
82597	08/04/2016	General Fund	Contract Maintenance	Ramsey County	Emergency Vehicle Pre-Emption Syst	2,146.42

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Contract Maintenance Total:						2,390.84
82674	08/11/2016	General Fund	Dispatching Services	Ramsey County	911 Dispatch Service	5,589.07
82674	08/11/2016	General Fund	Dispatching Services	Ramsey County	911 Dispatch Service	29,114.96
Dispatching Services Total:						34,704.03
0	08/09/2016	General Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Federal Incc	38,626.02
Federal Income Tax Total:						38,626.02
0	08/09/2016	General Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	4,589.54
0	08/09/2016	General Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	6,845.80
FICA Employee Ded. Total:						11,435.34
0	08/09/2016	General Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	6,845.80
0	08/09/2016	General Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	4,589.54
FICA Employers Share Total:						11,435.34
82663	08/11/2016	General Fund	Financial Support	MN Child Support Payment Cntr	Remittance ID: 0015005038	354.43
Financial Support Total:						354.43
82646	08/11/2016	General Fund	HRA Employer	ING ReliaStar	PR Batch 00001.08.2016 HRA Empl	3,501.60
HRA Employer Total:						3,501.60
82672	08/11/2016	General Fund	HSA Employee	Premier Bank	PR Batch 00001.08.2016 HSA Empl	2,720.15
HSA Employee Total:						2,720.15
82672	08/11/2016	General Fund	HSA Employer	Premier Bank	PR Batch 00001.08.2016 HSA Empl	6,889.57
HSA Employer Total:						6,889.57
0	08/11/2016	General Fund	ICMA Def Comp	ICMA Retirement Trust 457-30022	PR Batch 00001.08.2016 ICMA Defe	1,872.58

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
ICMA Def Comp Total:						1,872.58
82584	08/04/2016	General Fund	Memberships & Subscriptions	MCMA Secretariat	Membership Dues-Trudgeon	173.00
82660	08/11/2016	General Fund	Memberships & Subscriptions	MCPA C/O BCA Crime Watch	Annual Membership Renewal-Yunke	60.00
Memberships & Subscriptions Total:						233.00
0	08/11/2016	General Fund	Miscellaneous	Formswift-CC	Fraudulent Charge	39.95
0	08/11/2016	General Fund	Miscellaneous	Tom Hicke	Phone Replacement-Damaged During	93.91
0	08/02/2016	General Fund	Miscellaneous	New Bohemia-CC	Lunch Meeting	11.78
Miscellaneous Total:						145.64
0	08/09/2016	General Fund	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2016 Post Emplo	3,084.15
MN State Retirement Total:						3,084.15
0	08/09/2016	General Fund	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.08.2016 MNDCP De	7,232.52
0	08/09/2016	General Fund	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.08.2016 MNDCP De	35.95
MNDCP Def Comp Total:						7,268.47
0	08/11/2016	General Fund	Motor Fuel	Holiday-CC	Fuel	53.33
0	08/11/2016	General Fund	Motor Fuel	Kwik Trip-CC	Fuel	106.08
0	08/02/2016	General Fund	Motor Fuel	Kwik Trip-CC	Patrol Training Gas	98.51
0	08/11/2016	General Fund	Motor Fuel	Mansfield Oil Company	2016 BLANKET PO FOR FUEL - S1	7,524.25
0	08/11/2016	General Fund	Motor Fuel	Mansfield Oil Company	2016 BLANKET PO FOR FUEL - S1	6,374.84
0	08/04/2016	General Fund	Motor Fuel	Mansfield Oil Company	2016 BLANKET PO FOR FUEL - S1	7,558.73
0	08/03/2016	General Fund	Motor Fuel	MN Dept of Revenue-Non Bank	Fuel Tax-June 2016	326.04
Motor Fuel Total:						22,041.78
82625	08/11/2016	General Fund	Non Business Licenses - Pawn	City of Minneapolis Receivables	Pawn Transaction Fees	1,641.60
Non Business Licenses - Pawn Total:						1,641.60
0	08/02/2016	General Fund	Office Supplies	Innovative Office Solutions-CC	Office Supplies	8.54
0	08/11/2016	General Fund	Office Supplies	Office Depot- CC	CAFR Supplies	25.69
0	08/11/2016	General Fund	Office Supplies	Walmart-CC	Office Supplies	10.98

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Office Supplies Total:						45.21
82642	08/11/2016	General Fund	Op Supplies - City Hall	G & K Services	Mats	8.88
82642	08/11/2016	General Fund	Op Supplies - City Hall	G & K Services	Mats	66.80
Op Supplies - City Hall Total:						75.68
0	08/04/2016	General Fund	Operating Supplies	3D Specialties	Rubberbase	559.65
0	08/11/2016	General Fund	Operating Supplies	Amazon.com- CC	Barbells	81.25
0	08/11/2016	General Fund	Operating Supplies	Amazon.com- CC	Supplies	47.11
0	08/02/2016	General Fund	Operating Supplies	Amazon.com- CC	StrengthsFinder 2.0	30.58
0	08/02/2016	General Fund	Operating Supplies	Amazon.com- CC	Cleaning Supplies	11.24
0	08/11/2016	General Fund	Operating Supplies	ARAMARK Services	Coffee Supplies	467.47
0	08/11/2016	General Fund	Operating Supplies	Brock White Co	Detack Crafcro 5 Gallon Pail	679.80
0	08/11/2016	General Fund	Operating Supplies	Byerly's- CC	Fruit	34.49
0	08/02/2016	General Fund	Operating Supplies	Carquest-CC	Fuse	3.14
82624	08/11/2016	General Fund	Operating Supplies	Cintas Corporation #470	Uniform Supplies	24.94
0	08/11/2016	General Fund	Operating Supplies	Costco-CC	Supplies	305.20
0	08/11/2016	General Fund	Operating Supplies	Cub Foods- CC	No Receipt-Yunke	8.59
0	08/02/2016	General Fund	Operating Supplies	Davanni's -CC	Lunch Supplies	38.85
82634	08/11/2016	General Fund	Operating Supplies	Diamond Vogel Paints, Inc.	Paint Supplies	706.10
82634	08/11/2016	General Fund	Operating Supplies	Diamond Vogel Paints, Inc.	Paint Supplies	551.70
82635	08/11/2016	General Fund	Operating Supplies	Director of Licensing-Vital Records	Filing Fee for Notary Commission Re	20.00
0	08/11/2016	General Fund	Operating Supplies	Donut Hut-CC	Donuts	19.90
82636	08/11/2016	General Fund	Operating Supplies	Duo-Safety Ladder Corporation	Prong Feet	70.05
0	08/02/2016	General Fund	Operating Supplies	EMP-CC	HeartStart Pads	836.33
0	08/11/2016	General Fund	Operating Supplies	Home Depot- CC	Wood, Screws, Paint	299.67
0	08/11/2016	General Fund	Operating Supplies	Home Depot- CC	Credit	-21.34
0	08/11/2016	General Fund	Operating Supplies	Home Depot- CC	Soil	143.46
0	08/02/2016	General Fund	Operating Supplies	Home Depot- CC	Supplies	100.16
82648	08/11/2016	General Fund	Operating Supplies	International Code Council, Inc.	Minnesota Fire Code PDF	84.00
82649	08/11/2016	General Fund	Operating Supplies	Interstate All Battery Center	Batteries	412.60
0	08/02/2016	General Fund	Operating Supplies	Int'l Code Council-CC	Fire Code Books	915.20
82651	08/11/2016	General Fund	Operating Supplies	Keeps Inc	Uniform Supplies	227.80
82579	08/04/2016	General Fund	Operating Supplies	Konrad Material Sales, LLC.	Router Cutters	1,122.00
0	08/11/2016	General Fund	Operating Supplies	Laerdal Medical-CC	Adapters, Power Cords	338.75
0	08/02/2016	General Fund	Operating Supplies	Menards-CC	Park Patrol Lock	24.61
0	08/02/2016	General Fund	Operating Supplies	NFPA Natl Fire Protect-CC	Fire Prevention Supplies	167.45
0	08/11/2016	General Fund	Operating Supplies	North Hgts Hardware Hank-CC	Deck Screws	40.70
0	08/11/2016	General Fund	Operating Supplies	Office Depot- CC	Patrol Operations Supplies	51.39
0	08/11/2016	General Fund	Operating Supplies	Peavey Corporation-CC	Yellow Tent Markers	576.50
82671	08/11/2016	General Fund	Operating Supplies	Precise MRM, LLC	Pooled Data, Monthly NAF + Softwa	270.44

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
82592	08/04/2016	General Fund	Operating Supplies	Precise MRM, LLC	Street Supplies	1,162.00
82676	08/11/2016	General Fund	Operating Supplies	RCM Specialties, Inc.	Emulsion	585.00
82677	08/11/2016	General Fund	Operating Supplies	Robinson Landscaping, Inc.	Landscaping Supplies	232.50
0	08/02/2016	General Fund	Operating Supplies	Smartsign-CC	Labels	84.00
0	08/11/2016	General Fund	Operating Supplies	Staples-CC	Office Supplies	9.56
0	08/11/2016	General Fund	Operating Supplies	Streicher's	Flex Cuffs, Cuff Cutters	309.93
0	08/11/2016	General Fund	Operating Supplies	Suburban Ace Hardware-CC	Tools	10.97
0	08/11/2016	General Fund	Operating Supplies	Suburban Ace Hardware-CC	Spray Paint	7.99
0	08/02/2016	General Fund	Operating Supplies	Suburban Ace Hardware-CC	Anti Freeze	19.96
0	08/11/2016	General Fund	Operating Supplies	Target- CC	Brittany Marion Event Supplies	27.00
0	08/11/2016	General Fund	Operating Supplies	Target- CC	Patrol Operations Supplies	98.41
0	08/02/2016	General Fund	Operating Supplies	Target- CC	Hex Keys	15.34
0	08/11/2016	General Fund	Operating Supplies	Walmart.com-CC	Crime Scene Table	27.62
0	08/11/2016	General Fund	Operating Supplies	Walmart-CC	Park Patrol Supplies	18.18
Operating Supplies Total:						11,858.24
82642	08/11/2016	General Fund	Operating Supplies City Garage	G & K Services	Mats	57.92
0	08/11/2016	General Fund	Operating Supplies City Garage	Walmart-CC	Cleaning Supplies	49.18
Operating Supplies City Garage Total:						107.10
0	08/09/2016	General Fund	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	29,077.39
PERA Employee Ded Total:						29,077.39
0	08/09/2016	General Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	40,701.50
0	08/09/2016	General Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera additio	896.85
PERA Employer Share Total:						41,598.35
82689	08/11/2016	General Fund	Police Reserve Program	Uniforms Unlimited, Inc.	Uniform Supplies	9.95
Police Reserve Program Total:						9.95
0	08/03/2016	General Fund	Postage	Pitney Bowes - Non Bank	July Postage	3,000.00
Postage Total:						3,000.00
82629	08/11/2016	General Fund	Professional Services	Dahlen, Dwyer & Foley Inc.	Appraisal Report for 1215 Sherren St.	2,250.00
0	08/11/2016	General Fund	Professional Services	Erickson, Bell, Beckman & Quinn I	General Civil Matters	15,560.00
0	08/11/2016	General Fund	Professional Services	Erickson, Bell, Beckman & Quinn I	State of MN v. Mark Wolhowe, Appe	122.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/04/2016	General Fund	Professional Services	Erickson, Bell, Beckman & Quinn I	Prosecution Service	12,878.00
0	08/02/2016	General Fund	Professional Services	GFOA- CC	Membership Dues	435.00
82645	08/11/2016	General Fund	Professional Services	Heller Architects, Inc.	Schematic Design	430.00
82654	08/11/2016	General Fund	Professional Services	LexisNexis Risk Solutions	Minimum Commitment Balance	50.00
82664	08/11/2016	General Fund	Professional Services	Mn Dept of Labor & Industry	Annual Elevator Operation	200.00
82591	08/04/2016	General Fund	Professional Services	Peak Staffing, Inc.	Temporary Employee	1,200.00
82606	08/04/2016	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	4.70
82606	08/04/2016	General Fund	Professional Services	Sheila Stowell	City Council Meeting Minutes	343.75
0	08/02/2016	General Fund	Professional Services	Survey Monkey.com-CC	Monthly Fee	26.00
82609	08/04/2016	General Fund	Professional Services	Time Saver Off Site Secretarial, Inc	Finance Commission Meeting Minute	203.00
82685	08/11/2016	General Fund	Professional Services	Trans Union, LLC	Employment Report	11.10
82686	08/11/2016	General Fund	Professional Services	TransUnion Risk and Alternative	People Searches-Acct: 212095	42.00
Professional Services Total:						33,756.05
0	08/09/2016	General Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2016 State Incom	14,787.66
State Income Tax Total:						14,787.66
0	08/02/2016	General Fund	Telephone	Sprint- CC	Cell Phones	56.25
82607	08/04/2016	General Fund	Telephone	T Mobile	Cell Phones-Acct: 876644423	354.76
82607	08/04/2016	General Fund	Telephone	T Mobile	Cell Phones-Acct: 876644423	199.80
82607	08/04/2016	General Fund	Telephone	T Mobile	Cell Phones-Acct: 876644423	7.31
82607	08/04/2016	General Fund	Telephone	T Mobile	Cell Phones-Acct: 876644423	245.31
82691	08/11/2016	General Fund	Telephone	Verizon Wireless	Cell Phones	35.01
82691	08/11/2016	General Fund	Telephone	Verizon Wireless	Cell Phones	542.31
82691	08/11/2016	General Fund	Telephone	Verizon Wireless	Cell Phones	70.51
82691	08/11/2016	General Fund	Telephone	Verizon Wireless	Cell Phones	1,080.29
Telephone Total:						2,591.55
0	08/11/2016	General Fund	Training	Buffalo Wild Wings-CC	Training Supplies	76.47
0	08/02/2016	General Fund	Training	Carbones Pizza-CC	Patrol Training Supplies	177.20
0	08/02/2016	General Fund	Training	Carbones Pizza-CC	Patrol Training Supplies	137.64
0	08/11/2016	General Fund	Training	Chipotle- CC	Training Supplies	19.60
82630	08/11/2016	General Fund	Training	Dakota CountyTechnical College	CSO Training	600.00
82641	08/11/2016	General Fund	Training	Ferrellgas	Fire Training	1,077.56
0	08/11/2016	General Fund	Training	Green Mill- CC	Training Supplies	56.53
0	08/11/2016	General Fund	Training	Holiday Inn-CC	Training Lodging	299.36
0	08/11/2016	General Fund	Training	Home Depot- CC	Use of Force Training Supplies	13.03
82647	08/11/2016	General Fund	Training	Initial Defense Customized Training	Communicating Through Culture & C	2,095.00
0	08/11/2016	General Fund	Training	Jimmy John's Sandwiches- CC	Training Supplies	12.50
0	08/11/2016	General Fund	Training	Law Enforcement Targets,-CC	Use of Force Training Supplies	35.70

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/11/2016	General Fund	Training	Radisson Hotel-CC	Training Lodging	396.00
0	08/02/2016	General Fund	Training	Starbucks-CC	Patrol Training Supplies	20.51
0	08/02/2016	General Fund	Training	Starbucks-CC	Patrol Training Supplies	21.96
0	08/11/2016	General Fund	Training	Streicher's	QTY 30 CASES: ITEM # MT-M193	6,840.00
0	08/11/2016	General Fund	Training	Superamerica- CC	Use of Force Training Supplies	37.45
0	08/11/2016	General Fund	Training	Taco Bell-CC	Training Supplies	32.62
0	08/11/2016	General Fund	Training	Taco Bell-CC	Use of Force Training Supplies	55.33
Training Total:						12,004.46
0	08/11/2016	General Fund	Transportation	Impark-CC	Parking	10.00
0	08/11/2016	General Fund	Transportation	Dawn O'Connor	Mileage Reimbursement	32.40
Transportation Total:						42.40
0	08/11/2016	General Fund	Union Dues Deduction	LELS	PR Batch 00001.08.2016 Lels Union	1,854.87
82655	08/11/2016	General Fund	Union Dues Deduction	Local Union 49	PR Batch 00001.08.2016 IOUE Union	85.75
0	08/11/2016	General Fund	Union Dues Deduction	MN Teamsters #320	PR Batch 00001.08.2016 Local 320 U	474.45
0	08/11/2016	General Fund	Union Dues Deduction	Roseville Firefighters Local 5051	PR Batch 00001.08.2016 IAFF Union	585.00
Union Dues Deduction Total:						3,000.07
0	08/11/2016	General Fund	Utilities	Xcel Energy	Street Lights	48.40
0	08/11/2016	General Fund	Utilities	Xcel Energy	Street Lights	40.07
Utilities Total:						88.47
82620	08/11/2016	General Fund	Vehicle Supplies & Maintenance	Batteries Plus Bulbs #209	Batteries	184.50
82620	08/11/2016	General Fund	Vehicle Supplies & Maintenance	Batteries Plus Bulbs #209	Batteries	53.95
0	08/11/2016	General Fund	Vehicle Supplies & Maintenance	Factory Motor Parts, Co.	2016 BLANKET PO FOR VEHICLE	167.43
0	08/11/2016	General Fund	Vehicle Supplies & Maintenance	Factory Motor Parts, Co.	2016 BLANKET PO FOR VEHICLE	-48.40
0	08/11/2016	General Fund	Vehicle Supplies & Maintenance	Factory Motor Parts, Co.	2016 BLANKET PO FOR VEHICLE	107.48
0	08/04/2016	General Fund	Vehicle Supplies & Maintenance	Factory Motor Parts, Co.	2016 BLANKET PO FOR VEHICLE	264.00
0	08/04/2016	General Fund	Vehicle Supplies & Maintenance	Factory Motor Parts, Co.	2016 BLANKET PO FOR VEHICLE	100.40
0	08/04/2016	General Fund	Vehicle Supplies & Maintenance	Factory Motor Parts, Co.	2016 BLANKET PO FOR VEHICLE	125.38
0	08/04/2016	General Fund	Vehicle Supplies & Maintenance	Fastenal Company Inc.	Supplies	164.97
82568	08/04/2016	General Fund	Vehicle Supplies & Maintenance	Frontier Ag & Turf	Turnbuckle, Rod	68.27
0	08/11/2016	General Fund	Vehicle Supplies & Maintenance	Grainger Inc	Absorbent, Exhaust Fluid	105.30
0	08/04/2016	General Fund	Vehicle Supplies & Maintenance	Grainger Inc	Angle Grinder	148.57
0	08/04/2016	General Fund	Vehicle Supplies & Maintenance	Grainger Inc	Vehicle Supplies	21.82
82570	08/04/2016	General Fund	Vehicle Supplies & Maintenance	Hotsy of Minnesota	Vehicle Supplies	831.21
82581	08/04/2016	General Fund	Vehicle Supplies & Maintenance	Lano Equipment, Inc.	Thermostat	37.06

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/11/2016	General Fund	Vehicle Supplies & Maintenance	Larson Companies	Filters	257.03
82659	08/11/2016	General Fund	Vehicle Supplies & Maintenance	Matheson Tri-Gas, Inc	Acetylene	86.70
82659	08/11/2016	General Fund	Vehicle Supplies & Maintenance	Matheson Tri-Gas, Inc	Acetylene	110.99
0	08/04/2016	General Fund	Vehicle Supplies & Maintenance	Napa Auto Parts	2016 BLANKET PO FOR VEHICLE	33.96
0	08/04/2016	General Fund	Vehicle Supplies & Maintenance	Rigid Hitch Incorporated	Cab Protector	506.94
82678	08/11/2016	General Fund	Vehicle Supplies & Maintenance	Roseville Chrysler Jeep Dodge	2016 BLANKET PO FOR VEHICLE	3,102.22
0	08/11/2016	General Fund	Vehicle Supplies & Maintenance	Suburban Ace Hardware-CC	Fasteners	20.29
0	08/02/2016	General Fund	Vehicle Supplies & Maintenance	Suburban Ace Hardware-CC	Vehicle Supplies	28.85
82611	08/04/2016	General Fund	Vehicle Supplies & Maintenance	Tri State Bobcat, Inc	Deck Belt	70.21
Vehicle Supplies & Maintenance Total:						6,549.13
Fund Total:						333,778.92
0	08/02/2016	General Fund Donations	Explorers - Supplies	Amazon.com- CC	Badminton Supplies	369.93
0	08/11/2016	General Fund Donations	Explorers - Supplies	Walmart-CC	Badminton Supplies	159.28
0	08/02/2016	General Fund Donations	Explorers - Supplies	Walmart-CC	Credit	-64.85
Explorers - Supplies Total:						464.36
0	08/11/2016	General Fund Donations	General - Donations	Twin Cities Inflatables-CC	Inflatables Rental	147.50
General - Donations Total:						147.50
0	08/11/2016	General Fund Donations	K-9 - Supplies	Whistle-CC	Ongoing Monthly Charge-K9 GPS	9.95
K-9 - Supplies Total:						9.95
Fund Total:						621.81
0	08/02/2016	Golf Course	Advertising	Star Tribune-CC	Advertising	350.00
Advertising Total:						350.00
0	08/11/2016	Golf Course	Contract Maintenance	Nitti Sanitation-CC	Regular Service	79.56
82590	08/04/2016	Golf Course	Contract Maintenance	On Site Sanitation, Inc.	Toilet Rental	50.00
Contract Maintenance Total:						129.56

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/03/2016	Golf Course	Credit Card Fees	US Bank-Non Bank	June Terminal Charges	888.91
Credit Card Fees Total:						888.91
0	08/09/2016	Golf Course	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Federal Incc	723.93
Federal Income Tax Total:						723.93
0	08/09/2016	Golf Course	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	589.64
0	08/09/2016	Golf Course	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare Ei	137.89
FICA Employee Ded. Total:						727.53
0	08/09/2016	Golf Course	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	589.64
0	08/09/2016	Golf Course	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare Ei	137.89
FICA Employers Share Total:						727.53
82646	08/11/2016	Golf Course	HRA Employer	ING ReliaStar	PR Batch 00001.08.2016 HRA Empl	70.00
HRA Employer Total:						70.00
82672	08/11/2016	Golf Course	HSA Employer	Premier Bank	PR Batch 00001.08.2016 HSA Emplo	200.00
HSA Employer Total:						200.00
82626	08/11/2016	Golf Course	Merchandise For Sale	Coca Cola Refreshments	Beverages for Resale	846.08
0	08/02/2016	Golf Course	Merchandise For Sale	Lettermen Sprots-CC	Apparel for Resale	294.59
0	08/02/2016	Golf Course	Merchandise For Sale	Lost Golf Balls-CC	Golf Balls for Resale	151.90
0	08/11/2016	Golf Course	Merchandise For Sale	Restaurant Depot- CC	Concession Items, Supplies	297.89
0	08/11/2016	Golf Course	Merchandise For Sale	Sam's Club-CC	Concession Items for Resale	319.26
Merchandise For Sale Total:						1,909.72
0	08/09/2016	Golf Course	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2016 Post Emplo	52.15
MN State Retirement Total:						52.15
0	08/09/2016	Golf Course	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.08.2016 MNDCP De	50.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
MNDP Def Comp Total:						50.00
0	08/02/2016	Golf Course	Operating Supplies	Fastenal-CC	Toro Parts	2.88
0	08/11/2016	Golf Course	Operating Supplies	Home Depot- CC	Shop Door	155.16
0	08/02/2016	Golf Course	Operating Supplies	Home Depot- CC	Weed Control	31.22
0	08/02/2016	Golf Course	Operating Supplies	MIDC Enterprises- CC	Irrigation Flags	29.82
0	08/02/2016	Golf Course	Operating Supplies	Mills Fleet Farm-CC	Safety Supplies	34.99
0	08/02/2016	Golf Course	Operating Supplies	Print Central-CC	Tee Sign Printing	108.54
0	08/11/2016	Golf Course	Operating Supplies	Restaurant Depot- CC	Concession Items, Supplies	225.49
0	08/11/2016	Golf Course	Operating Supplies	Suburban Ace Hardware-CC	Hardware Supplies	5.98
0	08/11/2016	Golf Course	Operating Supplies	Suburban Ace Hardware-CC	Hardware Supplies	24.93
82615	08/04/2016	Golf Course	Operating Supplies	Winfield Solutions, LLC	Golf Course Supplies	1,881.00
82615	08/04/2016	Golf Course	Operating Supplies	Winfield Solutions, LLC	Golf Course Supplies	969.84
Operating Supplies Total:						3,469.85
0	08/09/2016	Golf Course	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	338.96
PERA Employee Ded Total:						338.96
0	08/09/2016	Golf Course	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	338.96
0	08/09/2016	Golf Course	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera additio	52.15
PERA Employer Share Total:						391.11
82590	08/04/2016	Golf Course	Professional Services	On Site Sanitation, Inc.	Toilet Rental	50.00
Professional Services Total:						50.00
0	08/09/2016	Golf Course	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2016 State Incom	345.68
State Income Tax Total:						345.68
0	08/03/2016	Golf Course	State Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	3,115.08
State Sales Tax Payable Total:						3,115.08
82607	08/04/2016	Golf Course	Telephone	T Mobile	Cell Phones-Acct: 876644423	52.04

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Telephone Total:						52.04
0	08/03/2016	Golf Course	Use Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	83.60
Use Tax Payable Total:						83.60
0	08/11/2016	Golf Course	Vehicle Supplies & Maintenance	A-1 Hydraulic-CC	Motor Repair	142.05
82561	08/04/2016	Golf Course	Vehicle Supplies & Maintenance	Central Power Distributors Inc	Deck Wheel	86.33
0	08/04/2016	Golf Course	Vehicle Supplies & Maintenance	MTI Distributing, Inc.	Toro Supplies	207.91
0	08/04/2016	Golf Course	Vehicle Supplies & Maintenance	MTI Distributing, Inc.	Toro Supplies	128.85
0	08/04/2016	Golf Course	Vehicle Supplies & Maintenance	MTI Distributing, Inc.	Toro Supplies	214.29
0	08/04/2016	Golf Course	Vehicle Supplies & Maintenance	MTI Distributing, Inc.	Toro Supplies	44.65
0	08/04/2016	Golf Course	Vehicle Supplies & Maintenance	MTI Distributing, Inc.	Toro Supplies	246.95
0	08/04/2016	Golf Course	Vehicle Supplies & Maintenance	MTI Distributing, Inc.	Toro Supplies	392.26
0	08/02/2016	Golf Course	Vehicle Supplies & Maintenance	Suburban Ace Hardware-CC	Power Equipment Parts	4.99
Vehicle Supplies & Maintenance Total:						1,468.28
Fund Total:						15,143.93
0	08/09/2016	Housing & Redevelopment Agency	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Federal Incc	9.98
Federal Income Tax Total:						9.98
0	08/09/2016	Housing & Redevelopment Agency	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	7.72
0	08/09/2016	Housing & Redevelopment Agency	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	33.02
FICA Employee Ded. Total:						40.74
0	08/09/2016	Housing & Redevelopment Agency	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	33.02
0	08/09/2016	Housing & Redevelopment Agency	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	7.72
FICA Employers Share Total:						40.74
0	08/09/2016	Housing & Redevelopment Agency	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	34.61
PERA Employee Ded Total:						34.61
0	08/09/2016	Housing & Redevelopment Agency	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera additio	5.33

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/09/2016	Housing & Redevelopment Agency	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	34.61
PERA Employer Share Total:						39.94
0	08/09/2016	Housing & Redevelopment Agency	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2016 State Incom	5.34
State Income Tax Total:						5.34
0	08/02/2016	Housing & Redevelopment Agency	Training	Sensible Land Use-CC	Land Use Training	50.00
Training Total:						50.00
0	08/11/2016	Housing & Redevelopment Agency	Transportation	Angela Riffe	Mileage Reimbursement	67.50
Transportation Total:						67.50
Fund Total:						288.85
82684	08/11/2016	HRA Property Abatement Program	Payments to Contractors	TMR Quality Lawn Service	Lawn Service @ 707 Terrace Dr.	100.00
82684	08/11/2016	HRA Property Abatement Program	Payments to Contractors	TMR Quality Lawn Service	Lawn Service @ 1129 W Skillman	85.00
82684	08/11/2016	HRA Property Abatement Program	Payments to Contractors	TMR Quality Lawn Service	Lawn Service @ 2170 Cohansey	55.00
Payments to Contractors Total:						240.00
Fund Total:						240.00
0	08/04/2016	Information Technology	Computer Equipment	SHI International Corp	Office License	332.00
Computer Equipment Total:						332.00
82632	08/11/2016	Information Technology	Contract Maintenance	Datalink	QTY 1: OpenDNS Umbrella Professi	25,710.00
82632	08/11/2016	Information Technology	Contract Maintenance	Datalink	QTY 1: OpenDNS Support - Silver V	3,086.36
0	08/02/2016	Information Technology	Contract Maintenance	HP Services-CC	Area Network Equipment Storage	376.80
0	08/11/2016	Information Technology	Contract Maintenance	McAfee, Inc-CC	Monthly Spam Filtering Service	880.00
0	08/11/2016	Information Technology	Contract Maintenance	Network Solutions- CC	Domain Renewal	37.99
0	08/04/2016	Information Technology	Contract Maintenance	SHI International Corp	QTY 1: SHI/ADOBE 2016 SOFTWA	15,128.00
0	08/04/2016	Information Technology	Contract Maintenance	SHI International Corp	Acrobat Pro	141.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Contract Maintenance Total:						45,360.15
0	08/09/2016	Information Technology	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Federal Incc	4,898.94
Federal Income Tax Total:						4,898.94
0	08/09/2016	Information Technology	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	2,748.11
0	08/09/2016	Information Technology	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	642.67
FICA Employee Ded. Total:						3,390.78
0	08/09/2016	Information Technology	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	2,748.11
0	08/09/2016	Information Technology	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	642.67
FICA Employers Share Total:						3,390.78
0	08/04/2016	Information Technology	Furniture & Fixtures	Yale Mechanical, LLC	QTY 1: AIR CONDITION PROPOS	12,790.00
Furniture & Fixtures Total:						12,790.00
82646	08/11/2016	Information Technology	HRA Employer	ING ReliaStar	PR Batch 00001.08.2016 HRA Empl	698.00
HRA Employer Total:						698.00
82672	08/11/2016	Information Technology	HSA Employee	Premier Bank	PR Batch 00001.08.2016 HSA Empl	455.84
HSA Employee Total:						455.84
82672	08/11/2016	Information Technology	HSA Employer	Premier Bank	PR Batch 00001.08.2016 HSA Emplo	1,118.75
HSA Employer Total:						1,118.75
0	08/11/2016	Information Technology	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00001.08.2016 ICMA Defe	225.00
ICMA Def Comp Total:						225.00
82618	08/11/2016	Information Technology	Internet	Anoka County Attorney's Office.	Broadband	75.00
0	08/11/2016	Information Technology	Internet	Cologix, Inc	Fiber Cross Connect	450.00
82564	08/04/2016	Information Technology	Internet	Comcast	Business Services	33.10
82572	08/04/2016	Information Technology	Internet	Hurricane Electric	Transit Service Monthly Fee	500.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Internet Total:						1,058.10
0	08/09/2016	Information Technology	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2016 Post Emplo	450.16
MN State Retirement Total:						450.16
0	08/11/2016	Information Technology	Operating Supplies	Amazon.com- CC	Headsets, Stereo Plug	185.04
0	08/11/2016	Information Technology	Operating Supplies	Amazon.com- CC	Annual Prime Membership	99.00
0	08/02/2016	Information Technology	Operating Supplies	Amazon.com- CC	Databug, IT Supplies	419.92
0	08/11/2016	Information Technology	Operating Supplies	Home Depot- CC	Wired Push Button	9.64
0	08/11/2016	Information Technology	Operating Supplies	Monoprice.Com-CC	Cables	65.60
0	08/11/2016	Information Technology	Operating Supplies	Monoprice.Com-CC	Display Cables	189.94
0	08/02/2016	Information Technology	Operating Supplies	Monoprice.Com-CC	Network Patch Cables	59.04
82605	08/04/2016	Information Technology	Operating Supplies	Staples Business Advantage, Inc.	Shredder	252.81
Operating Supplies Total:						1,280.99
0	08/09/2016	Information Technology	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	2,925.94
PERA Employee Ded Total:						2,925.94
0	08/09/2016	Information Technology	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	2,925.94
0	08/09/2016	Information Technology	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera additio	450.16
PERA Employer Share Total:						3,376.10
0	08/09/2016	Information Technology	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2016 State Incom	1,830.93
State Income Tax Total:						1,830.93
0	08/02/2016	Information Technology	Telephone	Sprint- CC	Cell Phones	26.00
82607	08/04/2016	Information Technology	Telephone	T Mobile	Cell Phones-Acct: 876644423	90.82
82691	08/11/2016	Information Technology	Telephone	Verizon Wireless	Cell Phones	601.04
Telephone Total:						717.86
Fund Total:						84,300.32
82559	08/04/2016	License Center	Contract Maintenance	Brite-Way Window Cleaning Sv	License Center Window Cleaning	29.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Contract Maintenance Total:						29.00
0	08/09/2016	License Center	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Federal Incc	3,439.69
Federal Income Tax Total:						3,439.69
0	08/09/2016	License Center	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	2,141.65
0	08/09/2016	License Center	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	500.88
FICA Employee Ded. Total:						2,642.53
0	08/09/2016	License Center	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	500.88
0	08/09/2016	License Center	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	2,141.65
FICA Employers Share Total:						2,642.53
82646	08/11/2016	License Center	HRA Employer	ING ReliaStar	PR Batch 00001.08.2016 HRA Empl	630.00
HRA Employer Total:						630.00
82672	08/11/2016	License Center	HSA Employee	Premier Bank	PR Batch 00001.08.2016 HSA Empl	213.06
HSA Employee Total:						213.06
82672	08/11/2016	License Center	HSA Employer	Premier Bank	PR Batch 00001.08.2016 HSA Emplo	670.00
HSA Employer Total:						670.00
82633	08/11/2016	License Center	Memberships & Subscriptions	Deputy Registrar #027	Annual Meeting Registration-Ryan-S	60.00
82642	08/11/2016	License Center	Memberships & Subscriptions	G & K Services	Mats	23.60
82642	08/11/2016	License Center	Memberships & Subscriptions	G & K Services	Mats	23.60
82642	08/11/2016	License Center	Memberships & Subscriptions	G & K Services	Mats	23.60
Memberships & Subscriptions Total:						130.80
0	08/09/2016	License Center	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2016 Post Emplo	350.33
MN State Retirement Total:						350.33
0	08/09/2016	License Center	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.08.2016 MNDCP De	350.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/09/2016	License Center	MND CP Def Comp	Great West- Non Bank	PR Batch 00001.08.2016 MND CP De	389.58
					MND CP Def Comp Total:	739.58
0	08/02/2016	License Center	Office Supplies	Target- CC	Passport Supplies	1.99
					Office Supplies Total:	1.99
0	08/09/2016	License Center	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	2,134.73
					PERA Employee Ded Total:	2,134.73
0	08/09/2016	License Center	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	2,134.73
0	08/09/2016	License Center	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera additio	328.40
					PERA Employer Share Total:	2,463.13
0	08/11/2016	License Center	Postage	USPS-CC	Postage	328.95
0	08/02/2016	License Center	Postage	USPS-CC	Postage	270.90
					Postage Total:	599.85
82583	08/04/2016	License Center	Professional Services	McGough Facility Management, LI	Facility Management	359.16
0	08/11/2016	License Center	Professional Services	Quicksilver Express Courier	Courier Service	170.00
					Professional Services Total:	529.16
0	08/03/2016	License Center	Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	810.92
					Sales Tax Payable Total:	810.92
0	08/09/2016	License Center	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2016 State Incom	1,457.18
					State Income Tax Total:	1,457.18
0	08/11/2016	License Center	Utilities	Xcel Energy	License Center	698.44
					Utilities Total:	698.44

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Fund Total:						20,182.92
82619	08/11/2016	P & R Contract Maintenance	Clothing	Avenue Shirt Works	Uniform Supplies	202.00
82619	08/11/2016	P & R Contract Maintenance	Clothing	Avenue Shirt Works	Uniform Supplies	44.76
Clothing Total:						246.76
0	08/11/2016	P & R Contract Maintenance	Contract Maintenance	Nitti Sanitation-CC	Regular Service	1,001.64
Contract Maintenance Total:						1,001.64
0	08/09/2016	P & R Contract Maintenance	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Federal Incc	3,033.06
Federal Income Tax Total:						3,033.06
0	08/09/2016	P & R Contract Maintenance	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	1,876.72
0	08/09/2016	P & R Contract Maintenance	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	438.90
FICA Employee Ded. Total:						2,315.62
0	08/09/2016	P & R Contract Maintenance	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	1,876.72
0	08/09/2016	P & R Contract Maintenance	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	438.90
FICA Employers Share Total:						2,315.62
82646	08/11/2016	P & R Contract Maintenance	HRA Employer	ING ReliaStar	PR Batch 00001.08.2016 HRA Empl	370.00
HRA Employer Total:						370.00
82672	08/11/2016	P & R Contract Maintenance	HSA Employee	Premier Bank	PR Batch 00001.08.2016 HSA Empl	384.62
82672	08/11/2016	P & R Contract Maintenance	HSA Employee	Premier Bank	PR Batch 00001.08.2016 HSA WI En	34.62
HSA Employee Total:						419.24
82672	08/11/2016	P & R Contract Maintenance	HSA Employer	Premier Bank	PR Batch 00001.08.2016 HSA Emplo	1,352.50
HSA Employer Total:						1,352.50
0	08/09/2016	P & R Contract Maintenance	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2016 Post Emplo	221.10

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
MN State Retirement Total:						221.10
0	08/09/2016	P & R Contract Maintenance	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.08.2016 MNDCP De	175.00
MNDCP Def Comp Total:						175.00
0	08/11/2016	P & R Contract Maintenance	Operating Supplies	All Poolside-CC	Pool Supplies	26.73
0	08/02/2016	P & R Contract Maintenance	Operating Supplies	Bachman's-CC	Arboretum Supplies	233.30
0	08/02/2016	P & R Contract Maintenance	Operating Supplies	Cub Foods- CC	Arboretum Supplies	19.95
0	08/02/2016	P & R Contract Maintenance	Operating Supplies	Dey Appliance-CC	No Receipt-Schlosser	128.68
0	08/11/2016	P & R Contract Maintenance	Operating Supplies	Frattallones-CC	Arboretum Supplies	353.67
0	08/11/2016	P & R Contract Maintenance	Operating Supplies	Menards-CC	Shelter Supplies	53.22
0	08/11/2016	P & R Contract Maintenance	Operating Supplies	Menards-CC	Paint	18.75
0	08/11/2016	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-CC	Playground Supplies	61.80
0	08/11/2016	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-CC	Weed Whip Supplies	35.40
0	08/11/2016	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-CC	No Receipts-Schlosser	92.55
0	08/11/2016	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-CC	Arboretum Supplies	32.11
0	08/02/2016	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-CC	Weed Whip Parts	4.47
0	08/02/2016	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-CC	Paint Supplies	25.45
0	08/02/2016	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-CC	No Receipt-Schlosser	12.96
0	08/11/2016	P & R Contract Maintenance	Operating Supplies	Now & Later-CC	Propane	21.41
0	08/11/2016	P & R Contract Maintenance	Operating Supplies	Office Depot- CC	Sign Holder	28.25
0	08/11/2016	P & R Contract Maintenance	Operating Supplies	Rivard Stone-CC	No Reciept-Evenson	738.50
0	08/11/2016	P & R Contract Maintenance	Operating Supplies	Suburban Ace Hardware-CC	Shelter Supplies	45.96
0	08/02/2016	P & R Contract Maintenance	Operating Supplies	Target- CC	Tree Saw	37.48
0	08/02/2016	P & R Contract Maintenance	Operating Supplies	Tri State Bobcat-CC	Gas Cap	7.40
0	08/02/2016	P & R Contract Maintenance	Operating Supplies	Walmart-CC	Arboretum Supplies	37.32
0	08/02/2016	P & R Contract Maintenance	Operating Supplies	Walmart-CC	Shelter Supplies	32.81
Operating Supplies Total:						2,048.17
0	08/09/2016	P & R Contract Maintenance	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	1,479.87
PERA Employee Ded Total:						1,479.87
0	08/09/2016	P & R Contract Maintenance	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	1,479.87
0	08/09/2016	P & R Contract Maintenance	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera additio	227.65
PERA Employer Share Total:						1,707.52
0	08/02/2016	P & R Contract Maintenance	Professional Services	Sign A Rama-CC	No Receipt-Evenson	41.25

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Professional Services Total:						41.25
82590	08/04/2016	P & R Contract Maintenance	Rental	On Site Sanitation, Inc.	Toilet Rental	100.00
82590	08/04/2016	P & R Contract Maintenance	Rental	On Site Sanitation, Inc.	Toilet Rental	32.14
82590	08/04/2016	P & R Contract Maintenance	Rental	On Site Sanitation, Inc.	Toilet Rental	100.00
Rental Total:						232.14
0	08/09/2016	P & R Contract Maintenance	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2016 State Incom	1,262.94
State Income Tax Total:						1,262.94
0	08/02/2016	P & R Contract Maintenance	Telephone	Sprint- CC	Cell Phones	26.00
82607	08/04/2016	P & R Contract Maintenance	Telephone	T Mobile	Cell Phones-Acct: 876644423	73.48
82691	08/11/2016	P & R Contract Maintenance	Telephone	Verizon Wireless	Cell Phones	35.01
82691	08/11/2016	P & R Contract Maintenance	Telephone	Verizon Wireless	Cell Phones	350.10
Telephone Total:						484.59
82655	08/11/2016	P & R Contract Maintenance	Union Dues Deduction	Local Union 49	PR Batch 00001.08.2016 IOUE Unioi	238.00
Union Dues Deduction Total:						238.00
0	08/11/2016	P & R Contract Maintenance	Utilities	Xcel Energy	P&R	961.29
Utilities Total:						961.29
Fund Total:						19,906.31
0	08/03/2016	Parks & Recreation Vehicle Rev	Parks & Recreation Vehicles	City of Roseville License Center-N	Tab Renewal-Squad VIN-29354	1,908.44
0	08/03/2016	Parks & Recreation Vehicle Rev	Parks & Recreation Vehicles	City of Roseville License Center-N	Tab Renewal-Squad VIN-29363	1,908.44
0	08/03/2016	Parks & Recreation Vehicle Rev	Parks & Recreation Vehicles	City of Roseville License Center-N	Tab Renewal-Squad VIN-29352	1,908.44
Parks & Recreation Vehicles Total:						5,725.32
Fund Total:						5,725.32
82656	08/11/2016	Pathway Maintenance Fund	Operating Supplies	M & B Services	Sidewalk Service	1,725.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
82599	08/04/2016	Pathway Maintenance Fund	Operating Supplies	Ron Kassa Construction, Inc.	Road Construction	621.00
82599	08/04/2016	Pathway Maintenance Fund	Operating Supplies	Ron Kassa Construction, Inc.	Road Construction	9,842.10
Operating Supplies Total:						12,188.10
82556	08/04/2016	Pathway Maintenance Fund	Rental	BNSF Railway Company	Walking & Biking Path Lease	300.00
Rental Total:						300.00
Fund Total:						12,488.10
0	08/09/2016	Police - DWI Enforcement	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Federal Incc	107.50
Federal Income Tax Total:						107.50
0	08/09/2016	Police - DWI Enforcement	FICA Employee Ded	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	10.46
FICA Employee Ded Total:						10.46
0	08/09/2016	Police - DWI Enforcement	FICA Employer Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	10.46
FICA Employer Share Total:						10.46
82646	08/11/2016	Police - DWI Enforcement	HRA Employer	ING ReliaStar	PR Batch 00001.08.2016 HRA Emplc	9.90
HRA Employer Total:						9.90
82672	08/11/2016	Police - DWI Enforcement	HSA Employee	Premier Bank	PR Batch 00001.08.2016 HSA Emplc	1.82
HSA Employee Total:						1.82
82672	08/11/2016	Police - DWI Enforcement	HSA Employer	Premier Bank	PR Batch 00001.08.2016 HSA Emplo	15.78
HSA Employer Total:						15.78
0	08/11/2016	Police - DWI Enforcement	ICMA DEF COMP	ICMA Retirement Trust 457-30022'	PR Batch 00001.08.2016 ICMA Defe	2.47
ICMA DEF COMP Total:						2.47

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/09/2016	Police - DWI Enforcement	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2016 Post Emplo	7.35
					MN State Retirement Total:	7.35
0	08/09/2016	Police - DWI Enforcement	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.08.2016 MNDCP De	20.13
					MNDCP Def Comp Total:	20.13
0	08/09/2016	Police - DWI Enforcement	PERA	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	79.38
					PERA Total:	79.38
0	08/09/2016	Police - DWI Enforcement	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	119.08
					PERA Employer Share Total:	119.08
0	08/09/2016	Police - DWI Enforcement	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2016 State Incom	36.80
					State Income Tax Total:	36.80
0	08/11/2016	Police - DWI Enforcement	Union Dues	LELS	PR Batch 00001.08.2016 Lels Union	5.81
0	08/11/2016	Police - DWI Enforcement	Union Dues	MN Teamsters #320	PR Batch 00001.08.2016 Local 320 U	4.55
					Union Dues Total:	10.36
					Fund Total:	431.49
0	08/09/2016	Police Grants	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Federal Incc	15.94
					Federal Income Tax Total:	15.94
0	08/09/2016	Police Grants	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare Ei	1.45
					FICA Employee Ded. Total:	1.45
0	08/09/2016	Police Grants	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare Ei	1.45
					FICA Employers Share Total:	1.45

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
82672	08/11/2016	Police Grants	HSA Employer	Premier Bank	PR Batch 00001.08.2016 HSA Emplo	5.39
					HSA Employer Total:	5.39
0	08/09/2016	Police Grants	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2016 Post Emplo	1.00
					MN State Retirement Total:	1.00
0	08/09/2016	Police Grants	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.08.2016 MNDCP De	1.35
					MNDCP Def Comp Total:	1.35
0	08/09/2016	Police Grants	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	10.89
					PERA Employee Ded Total:	10.89
0	08/09/2016	Police Grants	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	16.33
					PERA Employer Share Total:	16.33
0	08/09/2016	Police Grants	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2016 State Incom	5.29
					State Income Tax Total:	5.29
0	08/11/2016	Police Grants	Union Dues Deduction	LELS	PR Batch 00001.08.2016 Lels Union	1.32
					Union Dues Deduction Total:	1.32
					Fund Total:	60.41
82666	08/11/2016	Police Forfeiture Fund	Professional Services	Mountainside Medical Equipment, I	Naloxone First Responder Kit	3,100.00
82691	08/11/2016	Police Forfeiture Fund	Professional Services	Verizon Wireless	Cell Phones	70.02
					Professional Services Total:	3,170.02
					Fund Total:	3,170.02
0	08/02/2016	Police Vehicle Revolving	Capital Outlay	AED Superstore-CC	CIP Equipment	224.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Capital Outlay Total:						224.00
0	08/03/2016	Police Vehicle Revolving	Vehicle Supplies & Maintenance	City of Roseville License Center-N	Tab Renewal-Unmarked Squad	11.00
Vehicle Supplies & Maintenance Total:						11.00
0	08/02/2016	Police Vehicle Revolving	Vehicles & Equipment	Norms Tire Sales-CC	Squad Car Supplies	991.00
Vehicles & Equipment Total:						991.00
Fund Total:						1,226.00
82580	08/04/2016	Recreation Fund	Building Rental	Cruz Landa	Damage Deposit Refund	400.00
Building Rental Total:						400.00
82619	08/11/2016	Recreation Fund	Clothing	Avenue Shirt Works	Uniform Supplies	394.00
82619	08/11/2016	Recreation Fund	Clothing	Avenue Shirt Works	Uniform Supplies	50.77
Clothing Total:						444.77
82595	08/04/2016	Recreation Fund	Collected Insurance Fee	Nicholas Rahn	Fall Softball Refund	10.00
Collected Insurance Fee Total:						10.00
0	08/11/2016	Recreation Fund	Contract Maintenance	Kone Inc	Maintenance Coverage	4,486.32
0	08/11/2016	Recreation Fund	Contract Maintenance	Nitti Sanitation-CC	Regular Service	247.86
0	08/04/2016	Recreation Fund	Contract Maintenance	SHI International Corp	Software Subscription	692.00
Contract Maintenance Total:						5,426.18
0	08/11/2016	Recreation Fund	Contract Maintenance	Kone Inc	Maintenance Coverage	2,285.16
Contract Maintenance Total:						2,285.16
0	08/03/2016	Recreation Fund	Credit Card Fees	US Bank-Non Bank	June Terminal Charges	191.82

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Credit Card Fees Total:						191.82
0	08/09/2016	Recreation Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Federal Incc	5,428.10
Federal Income Tax Total:						5,428.10
82617	08/11/2016	Recreation Fund	Fee Program Revenue	Howard Anderson	Key Deposit Refund	25.00
82653	08/11/2016	Recreation Fund	Fee Program Revenue	Kris Kuehn	Key Deposit Refund	25.00
82658	08/11/2016	Recreation Fund	Fee Program Revenue	Lawrence "Skip" Marose Jr.	Key Deposit Refund	25.00
82587	08/04/2016	Recreation Fund	Fee Program Revenue	Sheila Nemah	Key Deposit Refund	25.00
82595	08/04/2016	Recreation Fund	Fee Program Revenue	Nicholas Rahn	Fall Softball Refund	205.73
82595	08/04/2016	Recreation Fund	Fee Program Revenue	Nicholas Rahn	Fall Softball Refund	10.00
82595	08/04/2016	Recreation Fund	Fee Program Revenue	Nicholas Rahn	Fall Softball Refund	50.00
82693	08/11/2016	Recreation Fund	Fee Program Revenue	Denny Widmer	Key Deposit Refund	25.00
Fee Program Revenue Total:						390.73
0	08/09/2016	Recreation Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	4,125.31
0	08/09/2016	Recreation Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	964.81
FICA Employee Ded. Total:						5,090.12
0	08/09/2016	Recreation Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	964.81
0	08/09/2016	Recreation Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	4,125.31
FICA Employers Share Total:						5,090.12
82646	08/11/2016	Recreation Fund	HRA Employer	ING ReliaStar	PR Batch 00001.08.2016 HRA Empl	1,378.00
HRA Employer Total:						1,378.00
82672	08/11/2016	Recreation Fund	HSA Employee	Premier Bank	PR Batch 00001.08.2016 HSA Empl	200.39
HSA Employee Total:						200.39
82672	08/11/2016	Recreation Fund	HSA Employer	Premier Bank	PR Batch 00001.08.2016 HSA Emplo	895.00
HSA Employer Total:						895.00
0	08/11/2016	Recreation Fund	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00001.08.2016 ICMA Defe	550.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
ICMA Def Comp Total:						550.00
0	08/04/2016	Recreation Fund	Memberships & Subscriptions	DMX, Inc.	Skating Center Music	165.69
82586	08/04/2016	Recreation Fund	Memberships & Subscriptions	MRPA	Softball Team Registrations	3,300.00
82589	08/04/2016	Recreation Fund	Memberships & Subscriptions	NRPA	Premier Package-Member ID: 15042	800.00
Memberships & Subscriptions Total:						4,265.69
0	08/09/2016	Recreation Fund	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2016 Post Emplo	414.73
MN State Retirement Total:						414.73
0	08/09/2016	Recreation Fund	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.08.2016 MNDCP De	1,308.41
MNDCP Def Comp Total:						1,308.41
0	08/11/2016	Recreation Fund	Office Supplies	Office Depot- CC	Office Supplies	442.43
0	08/02/2016	Recreation Fund	Office Supplies	Office Depot- CC	Office Supplies	56.16
Office Supplies Total:						498.59
0	08/11/2016	Recreation Fund	Operating Supplies	Amazon.com- CC	No Receipt-D. Cash	73.65
0	08/11/2016	Recreation Fund	Operating Supplies	Amazon.com- CC	B-Air Kodiak Bounces	645.40
0	08/11/2016	Recreation Fund	Operating Supplies	Backyard Nature-CC	Feeder Kits	123.60
0	08/11/2016	Recreation Fund	Operating Supplies	Best Buy- CC	Memory Cards, Shutterfly	215.68
0	08/02/2016	Recreation Fund	Operating Supplies	Best Buy- CC	Pixtor Extreme, Memory Card	85.68
0	08/02/2016	Recreation Fund	Operating Supplies	Byerly's- CC	Bakery Items	42.51
0	08/11/2016	Recreation Fund	Operating Supplies	Cub Foods- CC	Staff Training Lunch Supplies	51.89
0	08/11/2016	Recreation Fund	Operating Supplies	Cub Foods- CC	Run For the Roses Supplies	15.99
0	08/11/2016	Recreation Fund	Operating Supplies	Cub Foods- CC	Staff Training Supplies	103.72
0	08/11/2016	Recreation Fund	Operating Supplies	Cub Foods- CC	Program Supplies	78.00
0	08/11/2016	Recreation Fund	Operating Supplies	Dairy Queen-CC	Staff Training Supplies	27.80
0	08/02/2016	Recreation Fund	Operating Supplies	Davis Lock & Safe-CC	Keys	21.00
0	08/11/2016	Recreation Fund	Operating Supplies	Dollar Tree-CC	Flags, Banners	21.43
0	08/02/2016	Recreation Fund	Operating Supplies	Frattallones-CC	Fasteners	1.71
0	08/11/2016	Recreation Fund	Operating Supplies	Fun Express-CC	DYP Supplies	49.93
0	08/11/2016	Recreation Fund	Operating Supplies	Fun Express-CC	July 4 Supplies	425.77
0	08/02/2016	Recreation Fund	Operating Supplies	Gamma Sports-CC	Tennis Balls	49.85
0	08/04/2016	Recreation Fund	Operating Supplies	Grainger Inc	V-Belt	84.70
0	08/11/2016	Recreation Fund	Operating Supplies	Home Depot- CC	Tools, Ground Maintenance Supplies	158.70
0	08/11/2016	Recreation Fund	Operating Supplies	Hub Hobby Center-CC	Display Supplies	25.70

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/02/2016	Recreation Fund	Operating Supplies	Hub Hobby Center-CC	Display & Program Supplies	277.09
0	08/11/2016	Recreation Fund	Operating Supplies	Jimmy John's Sandwiches- CC	Supplies	137.10
0	08/11/2016	Recreation Fund	Operating Supplies	Joe's Sporting Goods-CC	Fishing Camp Supplies	21.79
0	08/11/2016	Recreation Fund	Operating Supplies	Joe's Sporting Goods-CC	Fishing Camp Supplies	44.07
0	08/02/2016	Recreation Fund	Operating Supplies	Michaels-CC	Display & Program Supplies	212.09
0	08/11/2016	Recreation Fund	Operating Supplies	Mikes Pro Shop - CC	Medals	47.40
0	08/11/2016	Recreation Fund	Operating Supplies	Office Depot- CC	Office Supplies	44.97
0	08/11/2016	Recreation Fund	Operating Supplies	Office Depot- CC	Name Badges	42.83
0	08/11/2016	Recreation Fund	Operating Supplies	Office Depot- CC	Office Supplies	75.37
0	08/02/2016	Recreation Fund	Operating Supplies	Office Depot- CC	Office Supplies	85.08
0	08/11/2016	Recreation Fund	Operating Supplies	Party City-CC	DYP Supplies	18.20
0	08/11/2016	Recreation Fund	Operating Supplies	PetSmart-CC	Animal Supplies	51.68
0	08/11/2016	Recreation Fund	Operating Supplies	Rainbow Racing-CC	Run for the Roses Safety Vests	177.19
0	08/11/2016	Recreation Fund	Operating Supplies	Restaurant Depot- CC	Staff Training Supplies	226.39
0	08/11/2016	Recreation Fund	Operating Supplies	S & S Worldwide-CC	DYP Supplies	100.05
0	08/02/2016	Recreation Fund	Operating Supplies	Suburban Ace Hardware-CC	Display Supplies	47.62
0	08/11/2016	Recreation Fund	Operating Supplies	Subway-CC	Dance Teacher Training Supplies	72.84
0	08/11/2016	Recreation Fund	Operating Supplies	Subway-CC	Training Supplies	249.60
0	08/11/2016	Recreation Fund	Operating Supplies	Superamerica- CC	Cookies	4.69
0	08/11/2016	Recreation Fund	Operating Supplies	Target- CC	Popcorn	14.80
0	08/11/2016	Recreation Fund	Operating Supplies	Target- CC	Preschool Supplies	21.03
0	08/02/2016	Recreation Fund	Operating Supplies	Target- CC	Camera, Phone Supplies	111.78
0	08/02/2016	Recreation Fund	Operating Supplies	Target- CC	Dance Recital, Staff Training Supplie:	33.81
0	08/02/2016	Recreation Fund	Operating Supplies	Target- CC	Tennis Coaches Workshop Supplies	8.24
0	08/02/2016	Recreation Fund	Operating Supplies	Target- CC	Gymnastics Supplies	28.00
82610	08/04/2016	Recreation Fund	Operating Supplies	Trans Mississippi Biological Supply	Red Worms	10.50
0	08/02/2016	Recreation Fund	Operating Supplies	USA Pickleball Assoc-CC	Pickleball Supplies	120.00
0	08/11/2016	Recreation Fund	Operating Supplies	Walgreens-CC	Clips	17.10
0	08/11/2016	Recreation Fund	Operating Supplies	Walmart.com-CC	Time Capsule Activity Supplies	40.68
0	08/11/2016	Recreation Fund	Operating Supplies	Walmart-CC	Staff Supplies, Passport Session 1 Su	13.28
0	08/11/2016	Recreation Fund	Operating Supplies	Walmart-CC	Staff Supplies, Passport Session 1 Su	19.64
0	08/11/2016	Recreation Fund	Operating Supplies	Walmart-CC	Passport to Play Supplies	27.77
0	08/11/2016	Recreation Fund	Operating Supplies	Walmart-CC	Scissors, Cleaning Supplies	44.70
0	08/11/2016	Recreation Fund	Operating Supplies	Walmart-CC	Summer Supplies	126.60
0	08/11/2016	Recreation Fund	Operating Supplies	Walmart-CC	Passport & DYP Supplies	4.42
0	08/11/2016	Recreation Fund	Operating Supplies	Walmart-CC	Passport & DYP Supplies	25.50
0	08/02/2016	Recreation Fund	Operating Supplies	Walmart-CC	Distilled Water	9.68
0	08/02/2016	Recreation Fund	Operating Supplies	Walmart-CC	Summer Option Supplies	18.82
0	08/02/2016	Recreation Fund	Operating Supplies	Walmart-CC	Summer Option Supplies	4.84
0	08/02/2016	Recreation Fund	Operating Supplies	Walmart-CC	Summer Option Supplies	33.53
0	08/02/2016	Recreation Fund	Operating Supplies	Walmart-CC	Summer Option Supplies	14.37
0	08/11/2016	Recreation Fund	Operating Supplies	When I Work-CC	Timecards	49.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Operating Supplies Total:						5,036.85
82607	08/04/2016	Recreation Fund	Other services	T Mobile	Cell Phones-Acct: 876644423	16.74
Other services Total:						16.74
0	08/09/2016	Recreation Fund	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	3,024.91
PERA Employee Ded Total:						3,024.91
0	08/09/2016	Recreation Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	3,024.91
0	08/09/2016	Recreation Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera additio	465.37
PERA Employer Share Total:						3,490.28
0	08/04/2016	Recreation Fund	Printing	Roseville Area Schools	Copy Center Services-Acct: 409	245.76
Printing Total:						245.76
82616	08/11/2016	Recreation Fund	Professional Services	Al-Bahira Dance Theater	Summer Entertainment	1,000.00
82555	08/04/2016	Recreation Fund	Professional Services	Louise Beaman	Volleyball Officiating	288.00
0	08/11/2016	Recreation Fund	Professional Services	Budget Rent-a-Car -CC	Car Rental for Parade	264.69
0	08/04/2016	Recreation Fund	Professional Services	Mark Emme	Volleyball Officiating	286.00
0	08/02/2016	Recreation Fund	Professional Services	Facebook-CC	Sports Advertisement	22.54
82567	08/04/2016	Recreation Fund	Professional Services	Brittany Fedje	Volleyball Officiating	192.00
82571	08/04/2016	Recreation Fund	Professional Services	Pat Hubbard	Volleyball Officiating	192.00
82573	08/04/2016	Recreation Fund	Professional Services	Tom Imhoff	Volleyball Officiation	192.00
82576	08/04/2016	Recreation Fund	Professional Services	Emily Johnson	Summer Tennis Instruction	128.25
0	08/04/2016	Recreation Fund	Professional Services	Willie McCray	Umpire Service	3,052.50
0	08/04/2016	Recreation Fund	Professional Services	Willie McCray	Umpire Service	1,306.50
0	08/04/2016	Recreation Fund	Professional Services	Kevin McKenzie	Shooting Academy Director	788.50
82585	08/04/2016	Recreation Fund	Professional Services	Alex Metzler	Tennis Instructor	243.75
82590	08/04/2016	Recreation Fund	Professional Services	On Site Sanitation, Inc.	Toilet Rental	385.00
82590	08/04/2016	Recreation Fund	Professional Services	On Site Sanitation, Inc.	Toilet Rental	55.00
82590	08/04/2016	Recreation Fund	Professional Services	On Site Sanitation, Inc.	Toilet Rental	55.00
82590	08/04/2016	Recreation Fund	Professional Services	On Site Sanitation, Inc.	Toilet Rental	55.00
82590	08/04/2016	Recreation Fund	Professional Services	On Site Sanitation, Inc.	Toilet Rental	50.00
0	08/04/2016	Recreation Fund	Professional Services	Susan Perry	Yoga Instruction	540.54
0	08/04/2016	Recreation Fund	Professional Services	Susan Perry	Yoga Instruction	746.37
0	08/04/2016	Recreation Fund	Professional Services	Susan Perry	Yoga Instruction	402.50
82603	08/04/2016	Recreation Fund	Professional Services	Chris Simdorn	Raiders Football Camp Director	1,276.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/02/2016	Recreation Fund	Professional Services	Swank Motion Pictures-CC	Outdoor Movie	375.00
82683	08/11/2016	Recreation Fund	Professional Services	The Cleaning Authority	Window Washing	2,500.00
82608	08/04/2016	Recreation Fund	Professional Services	The Cleaning Authority	July Cleaning	3,855.60
0	08/04/2016	Recreation Fund	Professional Services	Kathie Urbaniak	Volleyball Officiating	366.00
0	08/04/2016	Recreation Fund	Professional Services	V & M Refereeing Service	Refereeing Service	1,586.00
0	08/11/2016	Recreation Fund	Professional Services	Water Park of America-CC	Field Trip	299.88
82614	08/04/2016	Recreation Fund	Professional Services	Ana Wermager	Tennis Instruction	259.38
0	08/04/2016	Recreation Fund	Professional Services	Youth Enrichment League, Corp.	Lego Classes	513.00
Professional Services Total:						21,277.00
82590	08/04/2016	Recreation Fund	Rental	On Site Sanitation, Inc.	Toilet Rental	440.00
82590	08/04/2016	Recreation Fund	Rental	On Site Sanitation, Inc.	Toilet Rental	330.00
82590	08/04/2016	Recreation Fund	Rental	On Site Sanitation, Inc.	Toilet Rental	113.43
82590	08/04/2016	Recreation Fund	Rental	On Site Sanitation, Inc.	Toilet Rental	8.93
82590	08/04/2016	Recreation Fund	Rental	On Site Sanitation, Inc.	Toilet Rental	17.86
82590	08/04/2016	Recreation Fund	Rental	On Site Sanitation, Inc.	Toilet Rental	8.93
82590	08/04/2016	Recreation Fund	Rental	On Site Sanitation, Inc.	Toilet Rental	50.00
82590	08/04/2016	Recreation Fund	Rental	On Site Sanitation, Inc.	Toilet Rental	1,460.00
82590	08/04/2016	Recreation Fund	Rental	On Site Sanitation, Inc.	Toilet Rental	20.00
82590	08/04/2016	Recreation Fund	Rental	On Site Sanitation, Inc.	Toilet Rental	110.00
82590	08/04/2016	Recreation Fund	Rental	On Site Sanitation, Inc.	Toilet Rental	110.00
82590	08/04/2016	Recreation Fund	Rental	On Site Sanitation, Inc.	Toilet Rental	55.00
82590	08/04/2016	Recreation Fund	Rental	On Site Sanitation, Inc.	Toilet Rental	40.00
82590	08/04/2016	Recreation Fund	Rental	On Site Sanitation, Inc.	Toilet Rental	50.00
82590	08/04/2016	Recreation Fund	Rental	On Site Sanitation, Inc.	Toilet Rental	1,510.00
Rental Total:						4,324.15
0	08/03/2016	Recreation Fund	Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	2,051.17
82595	08/04/2016	Recreation Fund	Sales Tax Payable	Nicholas Rahn	Fall Softball Refund	4.27
Sales Tax Payable Total:						2,055.44
0	08/04/2016	Recreation Fund	Services	Roseville Area Schools	Copy Center Services-Acct: 409	245.76
Services Total:						245.76
0	08/09/2016	Recreation Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2016 State Incom	2,281.72
State Income Tax Total:						2,281.72

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82607	08/04/2016	Recreation Fund	Telephone	T Mobile	Cell Phones-Acct: 876644423	938.39
82691	08/11/2016	Recreation Fund	Telephone	Verizon Wireless	Cell Phones	174.48
Telephone Total:						1,112.87
0	08/11/2016	Recreation Fund	Transportation	MN Historical Society-CC	Field Trip Parking	24.00
Transportation Total:						24.00
82655	08/11/2016	Recreation Fund	Union Dues Deduction	Local Union 49	PR Batch 00001.08.2016 IOUE Union	102.00
Union Dues Deduction Total:						102.00
82627	08/11/2016	Recreation Fund	Utilities	Comcast	Business Services-Acct: 529 0524791	479.62
82564	08/04/2016	Recreation Fund	Utilities	Comcast	Business Services	235.06
82564	08/04/2016	Recreation Fund	Utilities	Comcast	Business Services	240.06
82564	08/04/2016	Recreation Fund	Utilities	Comcast	Business Services	235.06
0	08/11/2016	Recreation Fund	Utilities	Xcel Energy	Nature Center	640.34
Utilities Total:						1,830.14
Fund Total:						79,335.43
82602	08/04/2016	Risk Management	Community Development Claims	SFM	Work Comp. Administrations	503.75
Community Development Claims Total:						503.75
82602	08/04/2016	Risk Management	Fire Department Claims	SFM	Work Comp. Administrations	201.80
Fire Department Claims Total:						201.80
82631	08/11/2016	Risk Management	Memberships & Subscriptions	Damarco Solutions, LLC	Right-to-Know Service Fee	750.00
Memberships & Subscriptions Total:						750.00
82602	08/04/2016	Risk Management	Police Patrol Claims	SFM	Work Comp. Administrations	1,000.80
82602	08/04/2016	Risk Management	Police Patrol Claims	SFM	Work Comp. Administrations	1,265.00
Police Patrol Claims Total:						2,265.80

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
82602	08/04/2016	Risk Management	Professional Services	SFM	Work Comp. Administrations	80.00
					Professional Services Total:	80.00
82602	08/04/2016	Risk Management	Water Department Claims	SFM	Work Comp. Administrations	201.34
					Water Department Claims Total:	201.34
					Fund Total:	4,002.69
82569	08/04/2016	Sanitary Sewer	Accounts Payable	Meredithe Hedenstrom	UB Refund	147.03
					Accounts Payable Total:	147.03
82574	08/04/2016	Sanitary Sewer	Contractor Payments	Insituform Technologies USA, Inc	Sewer Pipe Lining	73,570.57
0	08/11/2016	Sanitary Sewer	Contractor Payments	T. A. Schifsky & Sons, Inc.	Street Maintenance	288,886.45
					Contractor Payments Total:	362,457.02
0	08/09/2016	Sanitary Sewer	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Federal Incc	1,304.74
					Federal Income Tax Total:	1,304.74
0	08/09/2016	Sanitary Sewer	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	781.37
0	08/09/2016	Sanitary Sewer	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	182.74
					FICA Employee Ded. Total:	964.11
0	08/09/2016	Sanitary Sewer	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	781.37
0	08/09/2016	Sanitary Sewer	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	182.74
					FICA Employers Share Total:	964.11
82646	08/11/2016	Sanitary Sewer	HRA Employer	ING ReliaStar	PR Batch 00001.08.2016 HRA Empl	324.50
					HRA Employer Total:	324.50
82672	08/11/2016	Sanitary Sewer	HSA Employee	Premier Bank	PR Batch 00001.08.2016 HSA Empl	47.11

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					HSA Employee Total:	47.11
82672	08/11/2016	Sanitary Sewer	HSA Employer	Premier Bank	PR Batch 00001.08.2016 HSA Emplo	119.07
					HSA Employer Total:	119.07
0	08/11/2016	Sanitary Sewer	ICMA Def Comp	ICMA Retirement Trust 457-30022	PR Batch 00001.08.2016 ICMA Defe	26.24
					ICMA Def Comp Total:	26.24
0	08/09/2016	Sanitary Sewer	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2016 Post Emplo	131.13
					MN State Retirement Total:	131.13
0	08/09/2016	Sanitary Sewer	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.08.2016 MNDCP De	86.25
					MNDCP Def Comp Total:	86.25
0	08/04/2016	Sanitary Sewer	Operating Supplies	Fastenal Company Inc.	Supplies	169.14
0	08/04/2016	Sanitary Sewer	Operating Supplies	Fastenal Company Inc.	Supplies	2.45
0	08/11/2016	Sanitary Sewer	Operating Supplies	Mills Fleet Farm-CC	Vent Hood	25.49
82592	08/04/2016	Sanitary Sewer	Operating Supplies	Precise MRM, LLC	Street Supplies	640.00
					Operating Supplies Total:	837.08
0	08/09/2016	Sanitary Sewer	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	852.24
					PERA Employee Ded Total:	852.24
0	08/09/2016	Sanitary Sewer	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera additio	131.13
0	08/09/2016	Sanitary Sewer	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	852.24
					PERA Employer Share Total:	983.37
0	08/04/2016	Sanitary Sewer	Professional Services	Gopher State One Call	FTP Tickets	232.65
					Professional Services Total:	232.65
82565	08/04/2016	Sanitary Sewer	Sewer SAC Charges	Commers-Klodt	SAC Charges Refund	2,485.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Sewer SAC Charges Total:	2,485.00
0	08/09/2016	Sanitary Sewer	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2016 State Incom	555.90
					State Income Tax Total:	555.90
0	08/02/2016	Sanitary Sewer	Telephone	Sprint- CC	Cell Phones	50.00
					Telephone Total:	50.00
82655	08/11/2016	Sanitary Sewer	Union Dues Deduction	Local Union 49	PR Batch 00001.08.2016 IOUE Unioi	117.31
					Union Dues Deduction Total:	117.31
0	08/11/2016	Sanitary Sewer	Utilities	Xcel Energy	Sanitary Sewers	994.11
					Utilities Total:	994.11
					Fund Total:	373,678.97
82598	08/04/2016	Singles Program	Operating Supplies	Ron Rieschl	Singles Supplies Reimbursement	15.00
					Operating Supplies Total:	15.00
					Fund Total:	15.00
0	08/09/2016	Solid Waste Recycle	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Federal Incc	108.82
					Federal Income Tax Total:	108.82
0	08/09/2016	Solid Waste Recycle	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	13.85
0	08/09/2016	Solid Waste Recycle	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	59.14
					FICA Employee Ded. Total:	72.99
0	08/09/2016	Solid Waste Recycle	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	13.85
0	08/09/2016	Solid Waste Recycle	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	59.14

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					FICA Employers Share Total:	72.99
0	08/09/2016	Solid Waste Recycle	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2016 Post Emplo	8.99
					MN State Retirement Total:	8.99
0	08/11/2016	Solid Waste Recycle	Operating Supplies	Clearstream Recyding-CC	Recycling Bags	168.49
					Operating Supplies Total:	168.49
0	08/09/2016	Solid Waste Recycle	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	58.45
					PERA Employee Ded Total:	58.45
0	08/09/2016	Solid Waste Recycle	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	58.45
0	08/09/2016	Solid Waste Recycle	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera additio	8.99
					PERA Employer Share Total:	67.44
0	08/11/2016	Solid Waste Recycle	Professional Services	Eureka Recycling	Curbside Recycling	35,731.08
					Professional Services Total:	35,731.08
0	08/09/2016	Solid Waste Recycle	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2016 State Incom	48.95
					State Income Tax Total:	48.95
					Fund Total:	36,338.20
82594	08/04/2016	Storm Drainage	Contract Maintenance	Q3 Contracting, Inc.	Sign, Cone Rental	138.40
82599	08/04/2016	Storm Drainage	Contract Maintenance	Ron Kassa Construction, Inc.	Road Construction	880.00
82599	08/04/2016	Storm Drainage	Contract Maintenance	Ron Kassa Construction, Inc.	Road Construction	2,774.00
82601	08/04/2016	Storm Drainage	Contract Maintenance	Sandstrom Land Management, LLC	MOWING, WEEDING, MULCHINC	250.00
82690	08/11/2016	Storm Drainage	Contract Maintenance	Upper Cut Tree Service	Tree Removal	3,625.00
82692	08/11/2016	Storm Drainage	Contract Maintenance	Waterfront Restoration	Root Lake Weed Control	4,628.00
					Contract Maintenance Total:	12,295.40
82662	08/11/2016	Storm Drainage	Contractor Payments	Minnesota Native Landscapes Inc.	Weed Control Service	300.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
82679	08/11/2016	Storm Drainage	Contractor Payments	Sandstrom Land Management, LLC	Rain Gardens Maintenance	16,615.00
82679	08/11/2016	Storm Drainage	Contractor Payments	Sandstrom Land Management, LLC	Lot Mowing	195.00
0	08/11/2016	Storm Drainage	Contractor Payments	T. A. Schifsky & Sons, Inc.	Street Maintenance	24,382.27
Contractor Payments Total:						41,492.27
0	08/09/2016	Storm Drainage	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Federal Incc	1,324.16
Federal Income Tax Total:						1,324.16
0	08/09/2016	Storm Drainage	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	176.69
0	08/09/2016	Storm Drainage	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	755.49
FICA Employee Ded. Total:						932.18
0	08/09/2016	Storm Drainage	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	176.69
0	08/09/2016	Storm Drainage	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	755.49
FICA Employers Share Total:						932.18
82646	08/11/2016	Storm Drainage	HRA Employer	ING ReliaStar	PR Batch 00001.08.2016 HRA Empl	113.75
HRA Employer Total:						113.75
82672	08/11/2016	Storm Drainage	HSA Employee	Premier Bank	PR Batch 00001.08.2016 HSA Empl	53.85
HSA Employee Total:						53.85
82672	08/11/2016	Storm Drainage	HSA Employer	Premier Bank	PR Batch 00001.08.2016 HSA Emplo	147.06
HSA Employer Total:						147.06
0	08/11/2016	Storm Drainage	ICMA Def Comp	ICMA Retirement Trust 457-30022	PR Batch 00001.08.2016 ICMA Defe	52.51
ICMA Def Comp Total:						52.51
0	08/09/2016	Storm Drainage	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2016 Post Emplo	105.77
MN State Retirement Total:						105.77
0	08/09/2016	Storm Drainage	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.08.2016 MNDCP De	63.49

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
MNDP Def Comp Total:						63.49
0	08/04/2016	Storm Drainage	Operating Supplies	3D Specialties	Rubberbase	559.65
0	08/02/2016	Storm Drainage	Operating Supplies	B A Rogers Company-CC	Safety Gear	100.17
0	08/11/2016	Storm Drainage	Operating Supplies	Grainger Inc	Posts	1,126.90
82592	08/04/2016	Storm Drainage	Operating Supplies	Precise MRM, LLC	Street Supplies	1,420.00
0	08/11/2016	Storm Drainage	Operating Supplies	Suburban Ace Hardware-CC	Power Equipment Parts	45.35
Operating Supplies Total:						3,252.07
0	08/04/2016	Storm Drainage	Other Improvements	ESS Brothers & Sons, Inc.	STORM SEWER LINING	44,000.00
0	08/04/2016	Storm Drainage	Other Improvements	ESS Brothers & Sons, Inc.	STORM SEWER LINING	4,400.00
Other Improvements Total:						48,400.00
0	08/09/2016	Storm Drainage	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	687.71
PERA Employee Ded Total:						687.71
0	08/09/2016	Storm Drainage	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera additio	105.77
0	08/09/2016	Storm Drainage	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	687.71
PERA Employer Share Total:						793.48
82596	08/04/2016	Storm Drainage	Pond Main - 2017	Ramsey Conservation District	Biovolume Collections	12,788.50
Pond Main - 2017 Total:						12,788.50
0	08/04/2016	Storm Drainage	Professional Services	Gopher State One Call	FTP Tickets	232.65
82682	08/11/2016	Storm Drainage	Professional Services	Sheila Stowell	Mileage Reimbursement	4.70
82682	08/11/2016	Storm Drainage	Professional Services	Sheila Stowell	PWETC Meeting Minutes	200.00
Professional Services Total:						437.35
0	08/04/2016	Storm Drainage	St Croix Lift Station Rehab	SEH	St. Croix Storm Sewer Lift Station	1,126.14
St Croix Lift Station Rehab Total:						1,126.14
0	08/09/2016	Storm Drainage	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2016 State Incom	548.80

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
State Income Tax Total:						548.80
82655	08/11/2016	Storm Drainage	Union Dues Deduction	Local Union 49	PR Batch 00001.08.2016 IOUE Union	88.99
Union Dues Deduction Total:						88.99
Fund Total:						125,635.66
82599	08/04/2016	Street Construction	15-02 Victoria Street Recon	Ron Kassa Construction, Inc.	Road Construction	2,764.20
82599	08/04/2016	Street Construction	15-02 Victoria Street Recon	Ron Kassa Construction, Inc.	Road Construction	326.40
15-02 Victoria Street Recon Total:						3,090.60
0	08/11/2016	Street Construction	Contractor Payments	Erickson, Bell, Beckman & Quinn I	Wheaton Woods Development	68.00
82665	08/11/2016	Street Construction	Contractor Payments	MN Dept of Transportation	Plant Inspections	651.35
82667	08/11/2016	Street Construction	Contractor Payments	Newman Traffic Signs, Inc.	Traffic Signs	853.09
0	08/11/2016	Street Construction	Contractor Payments	T. A. Schifsky & Sons, Inc.	Street Maintenance	2,467.15
0	08/11/2016	Street Construction	Contractor Payments	T. A. Schifsky & Sons, Inc.	Street Maintenance	446,196.36
Contractor Payments Total:						450,235.95
82582	08/04/2016	Street Construction	Professional Services	Lillie Suburban Newspaper Inc	I-35W Notice Acct: 8074	115.50
Professional Services Total:						115.50
Fund Total:						453,442.05
82597	08/04/2016	T.I.F. District # 11	Professional Services	Ramsey County	TIF Admin Costs for 2015	958.33
Professional Services Total:						958.33
Fund Total:						958.33
82597	08/04/2016	T.I.F. District # 13	Professional Services	Ramsey County	TIF Admin Costs for 2015	419.72

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Professional Services Total:						419.72
Fund Total:						419.72
82597	08/04/2016	T.I.F. District #12 (Arona)	Professional Services	Ramsey County	TIF Admin Costs for 2015	2,203.07
Professional Services Total:						2,203.07
Fund Total:						2,203.07
0	08/04/2016	Telecommunications	Contract Maintenance	SHI International Corp	Software Subscription	141.00
Contract Maintenance Total:						141.00
0	08/09/2016	Telecommunications	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Federal Incc	554.98
Federal Income Tax Total:						554.98
0	08/09/2016	Telecommunications	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	101.82
0	08/09/2016	Telecommunications	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	435.35
FICA Employee Ded. Total:						537.17
0	08/09/2016	Telecommunications	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	101.82
0	08/09/2016	Telecommunications	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	435.35
FICA Employers Share Total:						537.17
82646	08/11/2016	Telecommunications	HRA Employer	ING ReliaStar	PR Batch 00001.08.2016 HRA Empl	161.50
HRA Employer Total:						161.50
82672	08/11/2016	Telecommunications	HSA Employee	Premier Bank	PR Batch 00001.08.2016 HSA Empl	9.14
HSA Employee Total:						9.14
82672	08/11/2016	Telecommunications	HSA Employer	Premier Bank	PR Batch 00001.08.2016 HSA Emplo	50.01

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					HSA Employer Total:	50.01
0	08/09/2016	Telecommunications	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2016 Post Emplo	70.36
					MN State Retirement Total:	70.36
0	08/09/2016	Telecommunications	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.08.2016 MNDCP De	390.00
					MNDCP Def Comp Total:	390.00
0	08/09/2016	Telecommunications	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	457.43
					PERA Employee Ded Total:	457.43
0	08/09/2016	Telecommunications	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera additio	70.36
0	08/09/2016	Telecommunications	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	457.43
					PERA Employer Share Total:	527.79
82670	08/11/2016	Telecommunications	Postage	Postmaster	Newsletter Postage-Acct: 2437	3,400.00
					Postage Total:	3,400.00
0	08/09/2016	Telecommunications	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2016 State Incom	246.18
					State Income Tax Total:	246.18
					Fund Total:	7,082.73
82562	08/04/2016	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	100.89
82575	08/04/2016	Telephone	PSTN-PRI Access/DID Allocation	Integra	Telephone	354.23
82575	08/04/2016	Telephone	PSTN-PRI Access/DID Allocation	Integra	Telephone	3,312.21
82691	08/11/2016	Telephone	PSTN-PRI Access/DID Allocation	Verizon Wireless	Cell Phones	105.03
82691	08/11/2016	Telephone	PSTN-PRI Access/DID Allocation	Verizon Wireless	Cell Phones	280.83
82691	08/11/2016	Telephone	PSTN-PRI Access/DID Allocation	Verizon Wireless	Cell Phones	35.03
82691	08/11/2016	Telephone	PSTN-PRI Access/DID Allocation	Verizon Wireless	Cell Phones	70.02
					PSTN-PRI Access/DID Allocation Total:	4,258.24

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Fund Total:						4,258.24
82597	08/04/2016	TIF #18 Sienna Green	Professional Services	Ramsey County	TIF Admin Costs for 2015	746.97
Professional Services Total:						746.97
Fund Total:						746.97
82597	08/04/2016	TIF #19 Applewood Point II	Professional Services	Ramsey County	TIF Admin Costs for 2015	1,529.36
Professional Services Total:						1,529.36
Fund Total:						1,529.36
82597	08/04/2016	TIF District #10-Can Am	Professional Services	Ramsey County	TIF Admin Costs for 2015	512.19
Professional Services Total:						512.19
Fund Total:						512.19
82558	08/04/2016	TIF District #17-Twin Lakes	Contractor Payments	Braun Intertec Corporation	Twin Lakes Parkway -Construction M	1,017.00
0	08/04/2016	TIF District #17-Twin Lakes	Contractor Payments	SRF Consulting Group, Inc.	Twin Lakes Parkway Construction Se	53,388.23
Contractor Payments Total:						54,405.23
82597	08/04/2016	TIF District #17-Twin Lakes	Professional Services	Ramsey County	TIF Admin Costs for 2015	971.54
Professional Services Total:						971.54
0	08/04/2016	TIF District #17-Twin Lakes	Twin Lakes Area East Collector	SRF Consulting Group, Inc.	Twin Lakes Area East Collector Preli	4,956.97
Twin Lakes Area East Collector Total:						4,956.97
0	08/11/2016	TIF District #17-Twin Lakes	Twin Lakes Area Signals	Millerbernd	Traffic Signals	41,010.00
0	08/04/2016	TIF District #17-Twin Lakes	Twin Lakes Area Signals	SRF Consulting Group, Inc.	Twin Lakes Area Traffic Signals	2,997.90

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Twin Lakes Area Signals Total:						44,007.90
82558	08/04/2016	TIF District #17-Twin Lakes	Twin Lakes I-35W Ramp	Braun Intertec Corporation	35W & Cleveland Ave Interchange	7,914.50
0	08/04/2016	TIF District #17-Twin Lakes	Twin Lakes I-35W Ramp	SRF Consulting Group, Inc.	35W Interchange @ Cleveland	6,472.94
Twin Lakes I-35W Ramp Total:						14,387.44
Fund Total:						118,729.08
82621	08/11/2016	Water Fund	Accounts Payable	KRISTY BELL	Refund Check	103.65
82622	08/11/2016	Water Fund	Accounts Payable	THOMAS BORDEN	Refund Check	171.75
82623	08/11/2016	Water Fund	Accounts Payable	MICHAEL & ALI CAIN	Refund Check	39.73
82563	08/04/2016	Water Fund	Accounts Payable	LIAN CHANG	Refund Check	677.65
82628	08/11/2016	Water Fund	Accounts Payable	CORNERSTONE PRIVATE ASSE'	Refund Check	141.97
82637	08/11/2016	Water Fund	Accounts Payable	KENNETH HANSON & EVA CAH	Refund Check	120.21
82638	08/11/2016	Water Fund	Accounts Payable	CHERINET FANTA	Refund Check	20.66
82639	08/11/2016	Water Fund	Accounts Payable	FARRINGTON ESTATES LLC	Refund Check	162.69
82640	08/11/2016	Water Fund	Accounts Payable	JENNY FERNHOLZ	Refund Check	82.59
82650	08/11/2016	Water Fund	Accounts Payable	STEPHEN JOERGER	Refund Check	166.97
82652	08/11/2016	Water Fund	Accounts Payable	ALEXANDER KONOP	Refund Check	140.47
82661	08/11/2016	Water Fund	Accounts Payable	MILDRED MERRICK	Refund Check	110.10
82668	08/11/2016	Water Fund	Accounts Payable	DAVID NUETZMAN	Refund Check	115.93
82680	08/11/2016	Water Fund	Accounts Payable	JACLYN SMITH	Refund Check	140.62
82694	08/11/2016	Water Fund	Accounts Payable	ANDREW WINEGARDEN	Refund Check	124.39
Accounts Payable Total:						2,319.38
0	08/04/2016	Water Fund	Construction Contracts	SEH	Heinel Drive Water Main Rehab	10,721.35
Construction Contracts Total:						10,721.35
82599	08/04/2016	Water Fund	Contract Maintenance	Ron Kassa Construction, Inc.	Road Construction	3,918.15
82599	08/04/2016	Water Fund	Contract Maintenance	Ron Kassa Construction, Inc.	Road Construction	308.00
Contract Maintenance Total:						4,226.15
0	08/11/2016	Water Fund	Contractor Payments	T. A. Schifsky & Sons, Inc.	Street Maintenance	81,948.54

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Contractor Payments Total:						81,948.54
0	08/09/2016	Water Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Federal Incc	1,861.96
Federal Income Tax Total:						1,861.96
0	08/09/2016	Water Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	280.26
0	08/09/2016	Water Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	1,198.29
FICA Employee Ded. Total:						1,478.55
0	08/09/2016	Water Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 FICA Empl	1,198.29
0	08/09/2016	Water Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2016 Medicare E	280.26
FICA Employers Share Total:						1,478.55
82646	08/11/2016	Water Fund	HRA Employer	ING ReliaStar	PR Batch 00001.08.2016 HRA Empl	240.50
HRA Employer Total:						240.50
82672	08/11/2016	Water Fund	HSA Employee	Premier Bank	PR Batch 00001.08.2016 HSA Empl	109.14
HSA Employee Total:						109.14
82672	08/11/2016	Water Fund	HSA Employer	Premier Bank	PR Batch 00001.08.2016 HSA Empl	401.36
HSA Employer Total:						401.36
82588	08/04/2016	Water Fund	Hydrant Meter Deposits	North Valley, Inc.	Hydrant Meter Refund	1,100.00
Hydrant Meter Deposits Total:						1,100.00
0	08/11/2016	Water Fund	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00001.08.2016 ICMA Defe	48.76
ICMA Def Comp Total:						48.76
82588	08/04/2016	Water Fund	Miscellaneous Revenue	North Valley, Inc.	Hydrant Meter Refund	-40.00
Miscellaneous Revenue Total:						-40.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/09/2016	Water Fund	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2016 Post Emplo	173.03
MN State Retirement Total:						173.03
0	08/09/2016	Water Fund	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.08.2016 MNDCP De	138.75
MNDCP Def Comp Total:						138.75
0	08/11/2016	Water Fund	Operating Supplies	Fastenal Company Inc.	Supplies	17.29
0	08/04/2016	Water Fund	Operating Supplies	Ferguson Waterworks #2516	Meter Supplies	38.04
0	08/04/2016	Water Fund	Operating Supplies	Ferguson Waterworks #2516	Meter Supplies	611.16
82643	08/11/2016	Water Fund	Operating Supplies	Gary Carlson Equipment, Corp.	Rain Parka	37.14
0	08/02/2016	Water Fund	Operating Supplies	Menards-CC	Drum Fan, Cleaning Supplies	161.93
82592	08/04/2016	Water Fund	Operating Supplies	Precise MRM, LLC	Street Supplies	500.54
82594	08/04/2016	Water Fund	Operating Supplies	Q3 Contracting, Inc.	Sign, Cone Rental	142.20
0	08/02/2016	Water Fund	Operating Supplies	USA Blue Book-CC	Blue Book	105.42
Operating Supplies Total:						1,613.72
0	08/09/2016	Water Fund	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	1,124.86
PERA Employee Ded Total:						1,124.86
0	08/09/2016	Water Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera additio	173.03
0	08/09/2016	Water Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2016 Pera Emplo	1,124.86
PERA Employer Share Total:						1,297.89
0	08/04/2016	Water Fund	Professional Services	Gopher State One Call	FTP Tickets	232.65
82593	08/04/2016	Water Fund	Professional Services	Progressive Consulting Engineers, I	Pump Station Propaganda	3,444.47
82688	08/11/2016	Water Fund	Professional Services	Twin City Water Clinic, Inc.	Coliform Bacteria-July Samples	480.00
Professional Services Total:						4,157.12
82604	08/04/2016	Water Fund	St. Paul Water	St. Paul Regional Water Services	Water	531,822.93
St. Paul Water Total:						531,822.93
0	08/09/2016	Water Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2016 State Incom	792.92

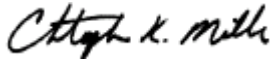
Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
State Income Tax Total:						792.92
0	08/03/2016	Water Fund	State Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	6,368.52
0	08/03/2016	Water Fund	State Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	36.81
82588	08/04/2016	Water Fund	State Sales Tax Payable	North Valley, Inc.	Hydrant Meter Refund	-23.66
State Sales Tax Payable Total:						6,381.67
82607	08/04/2016	Water Fund	Telephone	T Mobile	Cell Phones-Acct: 876644423	455.17
82691	08/11/2016	Water Fund	Telephone	Verizon Wireless	Cell Phones	86.44
Telephone Total:						541.61
82655	08/11/2016	Water Fund	Union Dues Deduction	Local Union 49	PR Batch 00001.08.2016 IOUE Union	154.69
Union Dues Deduction Total:						154.69
0	08/11/2016	Water Fund	Utilities	Xcel Energy	Repeater Station/Meter Reading	16.99
Utilities Total:						16.99
0	08/03/2016	Water Fund	Water - Roseville	City of Roseville- Non Bank	City Water Bills-June	1,351.50
82588	08/04/2016	Water Fund	Water - Roseville	North Valley, Inc.	Hydrant Meter Refund	-332.10
Water - Roseville Total:						1,019.40
0	08/11/2016	Water Fund	Water Meters	Ferguson Enterprises Inc.-CC	Missing Receipt-M. Ross	21.21
0	08/04/2016	Water Fund	Water Meters	Ferguson Waterworks #2516	Meter Installation-Final Payment	5,010.20
0	08/04/2016	Water Fund	Water Meters	Ferguson Waterworks #2516	Meter Supplies	697.14
0	08/04/2016	Water Fund	Water Meters	Ferguson Waterworks #2516	Meter Supplies	714.64
0	08/02/2016	Water Fund	Water Meters	Mills Fleet Farm-CC	Meter Supplies	37.48
0	08/11/2016	Water Fund	Water Meters	Suburban Ace Hardware-CC	Couplings	24.97
0	08/02/2016	Water Fund	Water Meters	Suburban Ace Hardware-CC	Meter Supplies	7.99
Water Meters Total:						6,513.63
Fund Total:						661,643.45

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
						=====
						=====
Report Total:						2,442,448.34
						=====
						=====

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 8/22/2016
Item No.: 8.b

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>
Sewer	Pipe Services	Sanitary/Storm Sewer Televising	(a)	\$ 93,000.00	\$ 63,468.57	Budget
IT	Analyze Corporation	Verisign Network Security Services	(b)	-	94,000.00	Budget
IT	Aercor Wireless Inc.	Remote Connectivity Server	(c)	100,000.00	5,376.03	Budget

Comments/Description:

- a) Includes both sanitary & storm sewer line televising. The amount budgeted represents the total amount set aside for professional services.
- b) Enhanced network security protection services to be shared by all Metro I-Net agencies. Roseville's share will be \$14,000.00 annually.
- c) Network server that provides remote access. Used by multiple Metro I-Net agencies. Roseville's share will be \$1,200.00. The amount budgeted represents the total for all professional services and contract maintenance.

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.

25 **FINANCIAL IMPACTS**

26 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: 2016 CIP Purchase Summary

35

City of Roseville

Updated July 31, 2016

2016 Summary of Scheduled CIP Items

	<u>Council Approval</u>	<u>P.O. Amount</u>	<u>Budget Amount</u>	<u>YTD Actual</u>	<u>Difference</u>
Administration					
Voting Equipment		\$ -	\$ 9,000	\$ 70,280	\$ (61,280)
Office Furniture		-	5,000	-	5,000
Finance					
Software Acquisition		-	20,000	-	20,000
Central Services					
Copier & Postage Machine Lease		-	77,840	70,720	7,120
Police					
Marked Squad Car Replacements	1/11/2016	78,495	132,000	139,640	(7,640)
Unmarked Vehicle Replacement	1/11/2016	52,112	24,000	51,150	(27,150)
Park Patrol Vehicle Replacement	7/11/2016	7,940	10,500	-	10,500
Vehicle Tools & Equipment		-	11,855	4,300	7,555
Vehicle Computers & Printers		-	19,760	-	19,760
K9		-	16,000	-	16,000
Sidearms, Long-Guns, Non-Lethal Equip.	4/11/2016	25,340	18,080	4,060	14,020
Tactical Gear	1/11/2016	10,800	11,330	-	11,330
Crime Scene Equipment		-	4,000	-	4,000
Radio Equipment	2/22/2016	13,588	15,500	-	15,500
Office Equipment	2/8/2016	5,390	9,225	-	9,225
Office Furniture		-	8,400	525	7,875
Kitchen Items		-	4,635	3,463	1,172
Fire					
SCBA's		-	350,000	263,360	86,640
Training Equipment		-	3,000	-	3,000
Air Monitoring Equipment		-	5,000	-	5,000
Other Equipment		-	-	6,244	(6,244)
Rescue Equipment		-	15,000	7,943	7,057
Public Works					
Vehicle Replacement: Engineering	1/25/2016	20,800	25,000	-	25,000
Vehicle Replacement: 1-ton		-	33,000	-	33,000
Vehicle Replacement: 3/4-ton	1/25/2016	25,539	27,500	27,238	262
Vehicle Replacement: Wheel Loader	1/25/2016	126,918	205,000	96,131	108,869
Vehicle Replacement: Bobcat		-	22,000	-	22,000
Vehicle Replacement: Sign Truck	7/25/2016	-	50,000	-	50,000
Office Furniture		-	5,000	-	5,000
Parks & Recreation					
Grader		-	45,000	-	45,000
Trailer		-	5,000	-	5,000
Sweeper		-	8,000	-	8,000
Mower Blade Sharpener		-	10,000	-	10,000
Prior Year CIP Items (pushed to '16)	3/28/2016	141,447	-	101,307	(101,307)

City of Roseville

Updated July 31, 2016

2016 Summary of Scheduled CIP Items

	<u>Council Approval</u>	<u>P.O. Amount</u>	<u>Budget Amount</u>	<u>YTD Actual</u>	<u>Difference</u>
General Facility Improvements					
Replace Rooftop Heat/AC		-	20,000	-	20,000
Replace garage Co Ra Vac Heaters		-	60,000	-	60,000
Door Card Reader		-	10,000	-	10,000
Update Flooring CH/PD	5/9/2016	81,660	75,000	-	75,000
City Hall Entrance Walkway Improvements		-	15,000	-	15,000
Card Access System Replacement		-	40,000	36,754	3,246
Brimhall Gymnasium		-	5,000	-	5,000
Central Park Gymnasium		-	5,000	-	5,000
Commons: Electronic Lock System		-	50,000	-	50,000
Arena: Mezzanine Glass System		-	15,000	-	15,000
OVAL: Cooling Tower		-	85,000	-	85,000
OVAL: Micro Processors		-	50,000	-	50,000
OVAL: Bathroom Partitions		-	7,500	-	7,500
OVAL: Zamboni		-	115,000	-	115,000
Information Technology					
Computer Replacements		-	91,750	40,055	51,695
Printers & Copiers		-	19,800	-	19,800
Network Equipment	Various	63,501	87,995	73,137	14,858
Server Room Cooling	6/20/2016	-	18,000	-	18,000
Surveillance Cameras (40)		-	11,250	-	11,250
Telephone Handsets (283)		-	40,000	-	40,000
Office Furniture		-	25,000	23,122	1,878
Park Improvements					
Tennis & Basketball Courts		-	10,000	19,380	(9,380)
Shelters & Structures		-	51,500	-	51,500
Volleyball & Bocce Ball Courts		-	15,000	-	15,000
Pathway Lighting		-	25,000	-	25,000
PIP Items		-	200,000	461	199,539
Natural Resources		-	50,000	-	50,000
Street Improvements					
Improvements	Various	180,000	2,100,000	1,062,439	1,037,561
Street Lighting					
Improvements		-	25,000	-	25,000
Pathways (Existing)					
Improvements		-	180,000	55,481	124,519
Communications					
Conference Room Equipment		-	4,500	-	4,500
Other Equipment		-	10,000	-	10,000
License Center					
General Office Equipment		-	1,000	4,694	(3,694)
Office Painting		-	6,500	-	6,500
Office Carpetting		-	15,000	-	15,000
Community Development					
Computer Replacements		-	4,300	1,495	2,805
Permit Database Conversion		-	3,000	-	3,000
Online Permit/Scheduling Software		-	20,000	-	20,000
Office Furniture		-	1,000	1,296	(296)

City of Roseville*Updated July 31, 2016***2016 Summary of Scheduled CIP Items**

	<u>Council Approval</u>	<u>P.O. Amount</u>	<u>Budget Amount</u>	<u>YTD Actual</u>	<u>Difference</u>
Water					
Trench Box Replacement		-	30,000	-	30,000
Watermain Replacement	2/8/2016	94,017	900,000	272,783	627,217
Other Equipment		-	-	22,879	(22,879)
Sanitary Sewer					
Vehicle Replacement: 1-ton		-	40,000	-	40,000
Wacker Compactor Replacement		-	25,000	-	25,000
Galtier LS Rehab		-	400,000	(7,491)	407,491
Sewer Main Repairs		-	1,000,000	770,511	229,489
I & I Reduction		-	100,000	-	100,000
Storm Sewer					
Compost Turner		-	160,000	-	160,000
Pond improvements/Infiltration		-	300,000	101,499	198,501
Storm Sewer Replacement/Rehabilitation	3/14/2016	44,000	400,000	846,319	(446,319)
Golf Course					
Gas Pump Replacement		-	10,000	-	10,000
Greens Mower		-	30,000	-	30,000
Course Netting/Deck/Shelter		-	12,000	-	12,000
Clubhouse Roof Replace		-	33,000	-	33,000
Clubhouse / Carpeting / Flooring		-	12,000	-	12,000
Sidewalk/Exterior repairs		-	8,000	-	8,000
Irrigation System Upgrades		-	24,000	-	24,000
Total - All Items			\$8,257,720	\$4,171,174	\$4,086,546

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: August 22, 2016
Item No.: 8.c

Department Approval



City Manager Approval



Item Description: Multi-Agency Law Enforcement Agreement--Minnesota Internet Crimes Against Children Task Force (MICAC)

BACKGROUND

The State of Minnesota Department of Public Safety, specifically the Bureau of Criminal Apprehension (BCA), is the recipient of a federal grant to assist law enforcement in investigating and combating the exploitation of children which occurs through the use of computers by the BCA providing funding for equipment, training and expenses (including travel and overtime funding) incurred by law enforcement as a result of such investigations.

The State of Minnesota has prepared a Multi-Agency Law Enforcement Joint Powers Agreement for the purpose of implementing a three-pronged approach to combat Internet Crimes Against Children (ICAC): prevention, education, and enforcement.

Internet crimes against children are a growing concern. Monthly, in our state, there is an average of 1800 computer users electronically sharing child pornography. Studies indicate that about 50-75% of adult suspects who possess or share internet child pornography are hands on offenders—meaning that these offenders have live victims.

The Minnesota ICAC (MICAC) identifies possible internet pornography cases by IP address and then determines which city the IP address is located and forwards this information to that jurisdiction for investigation. With the Multi-Agency Law Enforcement Joint Powers Agreement in place, jurisdictions have access to training, equipment and resources which can be used to properly investigate internet crimes funded by the Agreement.

By renewing this Multi-Agency Law Enforcement Joint Powers Agreement (reviewed and approved by the city attorney), the City of Roseville would be responsible for:

- Working cases that have occurred in our jurisdiction
- Using MICAC standards for investigation and data sharing
- Conducting local educational training sessions (with assistance from MICAC) as needed or requested.

The JPA lists Exhibits A and B are incorporated into the agreement. Both exhibits are labeled, “Law Enforcement Sensitive,” so they are not enclosed with this information.

33
34 The previous agreement was signed in September, 2013.

35 **POLICY OBJECTIVE**

36 The City of Roseville's affiliation with the MICAC Task Force will enhance protection of this
37 community against predators and will allow the City to work in conjunction with the National Center
38 for Missing and Exploited Children, the Minnesota Predatory Offender Registry and other integral
39 programs.

40 **FINANCIAL IMPACTS**

41 None. There is no city match requirement for this funding.

42 **STAFF RECOMMENDATION**

43 The police department is recommending it be allowed to renew the Multi-Agency Law Enforcement
44 Joint Powers Agreement to effectively assist in the protection of the community against predators by
45 allowing the City to work with the National Center for Missing and Exploited Children, the Minnesota
46 Predatory Offender Registry and other integral programs by City Council adoption of the Resolution
47 entitled, City of Roseville Participation in the Minnesota Internet Crimes Against Children Task Force
48 Program (MICAC).

49 **REQUESTED COUNCIL ACTION**

50 Adopt the City of Roseville Participation in the Minnesota Internet Crimes Against Children Task
51 Force Program (MICAC) Resolution authorizing the City of Roseville Police Department to renew the
52 Multi-Agency Law Enforcement Joint Powers Agreement with the Minnesota Bureau of Criminal
53 Apprehension thereby allowing participation in the Minnesota Internet Crimes Against Children Task
54 Force (MICAC).

55
56
57

Prepared by: Sarah Mahmud, Police Support Services Manager
Attachments: A: Resolution, City of Roseville Participation in the Minnesota Internet Crimes Against Children Task Force Program (MICAC)
B: 2016-2019 Multi-Agency Law Enforcement Joint Powers Agreement

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 22nd day of August, 2016, at 6:00 p.m.

The following members were present:

and the following were absent: .

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

City of Roseville Participation in the Minnesota Internet Crimes Against Children Task Force Program (MICAC)

WHEREAS, the City of Roseville Police Department desires to join over 80 law enforcement agencies throughout the State of Minnesota who have made a formal commitment to protect our children from exploitation by on-line sexual predators by participating in the Minnesota Internet Crimes Against Children Task Force (MICAC); and

WHEREAS, Minnesota Statutes §471.59 authorizes municipalities and state agencies to enter into joint powers agreements; and

WHEREAS, through participation in MICAC, the City of Roseville will benefit with investigative and forensic support and investigation training; and

WHEREAS, the City of Roseville will receive reimbursement for overtime hours and actual expenses incurred relating to performing MICAC Task Force assignments and training.

NOW, THEREFORE, BE IT RESOLVED, that by the City Council for the City of Roseville that the Joint Powers Agreement for Minnesota Internet Crimes Against Children be and hereby is approved and the City Manager is authorized to execute the Agreement;

This Resolution shall become effective upon its passage and without further publication.

51
52 WHEREUPON said resolution was declared duly passed and adopted.

56
57 STATE OF MINNESOTA)
58)
59 COUNTY OF RAMSEY)

69
70 WITNESS MY HAND officially as such Manager this 22nd day of August, 2016.

77
78
79
80
81
82
83 State of Minnesota- County of Ramsey
84 Signed or Attested before me on this

89
90
91
92 Notary Public

Minnesota Internet Crimes Against Children Task Force**Multi-Agency Law Enforcement Joint Powers Agreement**

This Multi-Agency Law Enforcement Joint Powers Agreement, and amendments and supplements thereto, ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("Grantee"), empowered to enter into this Agreement pursuant to Minnesota Statutes § 471.59, subdivisions 10 and 12, and ***Roseville PD 2660 Civic Center Drive Roseville, MN 55113*** ("Undersigned Law Enforcement Agency"), empowered to enter into this Agreement pursuant to Minnesota Statutes § 471.59, subdivision 10.

WHEREAS, the above subscribed parties have joined together in a multi-agency task force intended to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers, and to disrupt and dismantle organizations engaging in such activity; and

WHEREAS, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

WHEREAS, the Grantee is the recipient of a federal grant, attached and incorporated into this Agreement as Exhibit A, disbursed by the Office of Juvenile Justice and Delinquency Prevention ("OJJDP") in Washington, D.C. to assist law enforcement in investigating and combating the exploitation of children which occurs through the use of computers by providing funding for equipment, training, and expenses, including travel and overtime funding, which are incurred by law enforcement as a result of such investigations; and

WHEREAS, the OJJDP Internet Crimes Against Children ("ICAC") has established a Working Group of Directors representing each of the existing ICAC Task Forces to oversee the operation of the grant and sub-grant recipients; and the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA") has designated Donald Cheung as the Commander of the Minnesota ICAC Task Force;

NOW THEREFORE, the parties agree as follows:

1. The Undersigned Law Enforcement Agency approves, authorizes, and enters into this Agreement with the purpose of implementing a three-pronged approach, **prevention, education, and enforcement**, to combat Internet Crimes Against Children; and
2. The Undersigned Law Enforcement Agency shall adhere to the Minnesota ICAC Task Force Program Standards identified in Exhibit B, attached and incorporated into this Agreement, in addition to complying with applicable Minnesota state and federal laws in the performance of this Agreement, including conducting undercover operations relative to ICAC (a list of Regional ICAC Task Force, Minnesota State Affiliate Agency and Training & Technical Assistance Program contact information is available at <http://www.ojjdp.gov/programs/progsummary.asp?pi=3#Resources>); and
3. Exhibits A and B are incorporated into this Agreement and made a part thereof. In the event of a conflict between this Agreement and the Exhibits, the terms of the Exhibits

prevail; and

4. The Undersigned Law Enforcement Agency and the Grantee agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The Grantee's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Undersigned Law Enforcement Agency's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law; and
5. All members and representatives of the Undersigned Law Enforcement Agency shall continue to be employed and directly supervised by the same law enforcement agency employer which currently employs the member performing Minnesota ICAC Task Force assignments; and all services, duties, acts or omissions performed by the member will be within the course and duty of that employment, and therefore, are covered by the Workers Compensation programs of that employer; will be paid by that employer and entitled to that employer's fringe benefits; and
6. The Undersigned Law Enforcement Agency must first submit a written request for funds and receive approval for the funds from the Grantee to receive any funds from the Grantee; and
7. The Undersigned Law Enforcement Agency must supply original receipts to be reimbursed on pre-approved requests. Approved reimbursement will be paid directly by the Grantee to the Undersigned Law Enforcement Agency within thirty (30) calendar days of the date of invoice, with payment made to **Roseville PD 2660 Civic Center Drive Roseville, MN 55113**; and
8. The Undersigned Law Enforcement Agency shall maintain accurate records pertaining to prevention, education, and enforcement activities, to be collected and forwarded monthly to the Minnesota ICAC Task Force Commander, or his successor or designee, for statistical reporting purposes; and
9. The Undersigned Law Enforcement Agency shall participate fully in any audits required by the OJJDP. In addition, under Minnesota Statutes § 16C.05, subdivision 5, the Undersigned Law Enforcement Agency's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Grantee and/or the Minnesota State Auditor and/or the Legislative Auditor, as appropriate, for a minimum of six (6) years from the end date of this Agreement; and
10. The Undersigned Law Enforcement Agency shall make a reasonable good faith attempt to be represented at any scheduled regional meetings in order to share information and resources amongst the multiple entities; and
11. The Undersigned Law Enforcement Agency shall be solely responsible for forwarding information relative to investigative targets to the Child Pornography Pointer System ("CPPS") pursuant to the OJJDP guidelines; and
12. In the event future federal funding is no longer available, or if this Agreement is terminated

by either the State or the Undersigned Law Enforcement Agency, or if the Undersigned Law Enforcement Agency breaches this Agreement, then the Undersigned Law Enforcement Agency shall, at the request of the Minnesota ICAC Task Force Commander or his successor or designee, return all investigative equipment acquired through OJJDP funding within sixty (60) calendar days of such request.

13. That the Grantee may reimburse, the Undersigned Law Enforcement Agency for the following duties:
 - A. Investigations by the Undersigned Law Enforcement Agency under this Agreement shall be conducted in accordance with the OJJDP ICAC Task Force Program Standards identified in Exhibit B, and concluded in a timely manner. The Undersigned Law Enforcement Agency will only be reimbursed by the Grantee for overtime hours inclusive of fringe benefits of actual hours and/or actual expenses incurred related to performing Minnesota ICAC Task Force assignments and/or training approved by the Minnesota ICAC Task Force Commander, or his successor or designee, through the term of this Agreement or until all federal funds under the OJJDP grant have been expended, whichever comes first.
 - B. The Undersigned Law Enforcement Agency participating in the Minnesota ICAC Task Force investigations will be reimbursed by the Grantee for actual costs as defined in Clause 13, Section A, to the extent such actual costs have been reviewed and approved by the Minnesota ICAC Task Force Commander, or his successor or designee.
14. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
15. The Undersigned Law Enforcement Agency and the Grantee may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party.
16. **Term of this Agreement**

This Agreement shall be effective on the date the Grantee and the Undersigned Law Enforcement Agency obtain all required signatures under Minnesota Statutes § 16C.05, subdivision 2, and shall remain in effective through **May 31, 2019** unless terminated or canceled. **Upon the effective date of this Agreement, the Undersigned Law Enforcement Agency will be entitled to reimbursements approved by the Grantee dating back to June 1, 2016 for overtime salary including fringe benefits, equipment, training and expenses to the extent Grantee has available funds to pay such and they have been approved consistent with Clause 13, Sections A and B.** Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by an employee as a member of the Undersigned Law Enforcement Agency.
17. **Venue**

Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

1. Undersigned Law Enforcement Agency

Undersigned Law Enforcement Agency certifies that the appropriate person(s) have executed the Agreement on behalf of the Undersigned Law Enforcement Agency and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions, or ordinances.

By and Title

Undersigned Law Enforcement Agency

Date

{Name}, {Title}

Date

{Name}, {Title}

Date

{Mayor or Board Chair}

Date

2. Department or Public Safety; Bureau of Criminal Apprehension

Name: _____

Signed: _____

Title: _____
(With delegated authority)

Date

3. Commissioner of Administration

As delegated to Materials Management Division

By and Title

Date

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: August 22, 2016
Item No.: 8.d

Department Approval



City Manager Approval



Item Description: Acceptance of the Roseville Area High School Police Liaison Officer Agreement for the 2016-2017 School Year

BACKGROUND

The Roseville Police Department is currently budgeted for one full-time school liaison officer and has a full-time Roseville Police Officer deployed as a Police Liaison Officer in the District 623 high school. During summer months, when school is not in session, this same full-time officer is temporarily assigned to the patrol or investigations unit.

POLICY OBJECTIVE

The Roseville Police Department Police Liaison Officer assumes the following duties:

- Follows up on referrals made by the police department and administrative staff
- Counsels and advises students on legal offenses or other related matters as requested
- Serves as a member of the administrative team and student support team
- Visits with and gets acquainted with students during lunch periods, between classes, at school activities and fields trips whenever possible
- Intervenes with administrative and support staff, in cases of criminal law violation and may conduct follow-up investigation of incidents
- Works cooperatively with school staff to initiate prevention programs in the area of juvenile crime
- Educates and advises parents regarding student behavior that could lead or has led to law infractions or other matters, as requested
- Assists the school administration in setting up procedures that would contribute to the safety and security of the building and grounds
- Makes presentations on relevant topics to students as requested by teachers or administrators; helps arrange field trips and speakers in his or her area of expertise
- Builds and maintains rapport among youth, parents, school personnel and law enforcement officers, and serves as part of a team effort to provide role models
- Assists, as assigned, with petitions to juvenile court and works with social and welfare agencies, probation personnel, and makes referrals for family counseling, for chemical health evaluation, and for other student needs
- Assists, as assigned, in reporting child abuse/neglect cases and in handling Children in Need of Protection or Services (CHIPS) cases

- Performs other duties as assigned by the school principal
- During the summer months, performs duties as assigned by the Lieutenant in charge of Patrol or Investigations.

The Police Liaison Officer is expected to be on duty 173 student days and additional staff days as determined by the Roseville Area High School. The Roseville Police Department has been provided with the Roseville Area High School Police Liaison Officer Agreement for the 2016-2017 school year.

The attached agreement has been reviewed and approved by the City Attorney.

FINANCIAL IMPACTS

School District 623 agrees to assume 67 percent of the total costs associated with the payment of salary, benefits and cell phone charges for the Roseville Police Liaison Officer, not to exceed \$65,495.94. The School District shall provide office space for the Police Liaison Officer and contribute utilities as well as maintenance costs at no cost to the City.

STAFF RECOMMENDATION

Staff recommends Council approval to accept the 2016-2017 Roseville Area School Police Liaison Officer Agreement as set forth by School District 623 and authorize the signing of the Agreement by the Mayor and City Manager.

REQUESTED COUNCIL ACTION

The police department is seeking Council approval of the 2016-2017 Roseville Area School Police Liaison Officer Agreement allowing for the required City of Roseville signatures, specifically the City of Roseville Mayor and City Manager.

Prepared by: Chief Rick Mathwig

Attachments: A: RAHS & RVPD 2016-2017 School Liaison Officer Agreement

**Roseville Area Schools
and
Roseville Police Department**

**ROSEVILLE AREA HIGH SCHOOL POLICE LIAISON OFFICER AGREEMENT
2016-2017 School Year**

THIS AGREEMENT, made and entered into by and between the City of Roseville (hereinafter “City”) and the Roseville Area School District, Independent School District No. 623 (hereinafter “School District”).

WHEREAS, the City and School District intend to cooperate in the joint use of a Police Liaison Officer to assist in the establishment and coordination of a cooperative community approach between the School District, its parents, the City, and other community members to meet the special needs and problems of School District students and City residents; and

WHEREAS, the City and School District desire to have a Police Liaison Officer assigned to Roseville Area High School as a liaison between the School District and the City; and

WHEREAS, by this Agreement the parties desire to establish a framework of cooperating to work jointly to develop rapport among the youth of the School District and the law enforcement community, and the site of this City/School District community partnership will be at the Roseville Area High School. And, whereby the City and the School District will both contribute to the costs associated with this cooperative Police Liaison Officer venture, both the City and the School District will be granted certain rights pertaining to the Roseville Area High School Police Liaison Officer program;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Contributions to the Police Liaison Officer Program by the City:
 - A. The City will contract with the Police Liaison Officer and the City will be the employing party. The City will be responsible for any claims and other liability as would normally apply to a City employee. This Agreement in no way constitutes a

waiver or alteration by the City of relevant liability limits established under Minnesota Statutes Chapter 466. The City expressly declares that it no way intends to be subject to any measure of liability beyond the limits of Minnesota Statutes Chapter 466 by way of entering into this Agreement.

- B. The City will provide overall supervision and the Police Liaison Officer shall be responsible to the Roseville Chief of Police or his/her designee.
- C. The Police Liaison Officer shall perform the duties and responsibilities identified on the position responsibility write-up attached to the Agreement as **Exhibit A**. The position responsibility write-up will be reviewed and updated periodically by the Roseville Police Chief and the Roseville Area High School Principal. Attached also as **Exhibit B** is the **Student and Teacher Calendar for 2016-2017**.

2. Contribution to the Police Liaison Officer Program by the School District:

- A. The School District will pay the City 67 percent of the total costs associated with the payment of salary and benefits of the Police Liaison Officer and cell phone expenses, not to exceed **\$65,495.94**. The position will be filled by a police officer paid according to the current police officer union contract. The Police Liaison Officer is expected to be on duty **173** student days and additional staff days as determined by the RAHS principal or his/her designee. When there is a need for the Police Liaison Officer to be absent for more than five (5) consecutive student days, the Principal and the Chief of Police will arrange for a substitute Officer or arrange for the City to reimburse the School District for missed time.
- B. The School District will provide office space for the Police Liaison Officer at Roseville Area High School and contribute the utilities (heating, electricity, and water), insurance (property), security, and routine maintenance costs at no cost to the City, and in a manner consistent with the policies and practices of the School District.
- C. The School District will provide a reserved parking space in the proximity of the Police Liaison Officer's office. The School District will assume the full cost of snowplowing, maintenance, and repairs to the parking space for the term of the joint venture.
- D. The School District will provide basic custodial service, consistent with the policies and practices of the School District.

E. The Roseville Area High School Principal or his/her designee will provide regular onsite supervisory support, consistent with the policies and practices of the School District, while being fully aware that the Police Liaison Officer is an employee of the City.

3. Selection and Duties:

A. The Principal of Roseville Area High School or his/her designee shall be involved in the interviews and selection of the Police Liaison Officer. Duties assigned the Police Liaison Officer shall be mutually agreed to by the High School Principal and the Police Chief, or their respective designees.

B. Duties

- On Site Duty Day: 7:45 a.m. - 3:15 p.m.;
- Occasionally the Principal may request of the Chief of Police that the Police Liaison Officer attend a school event outside normal duty hours.
- The Police Liaison Officer will notify the High School Principal's Secretary when he/she will be absent.
- Duties: hall supervision and overall supervision of safety/security, parking lot supervision, annually review practices to create a safe environment and recommend improvements prior to October 1, meet weekly with RAHS Administrative Team, participate in RAHS Safety Committee meetings, assist Principal, Associate Principals and Deans with lunchroom supervision, serious discipline issues, investigation of incidents, and other duties as specified in Exhibit A.

4. Term of Agreement:

The City and the School District shall have the right to terminate this Agreement by giving the other party sixty (60) days written notice of its intent to cancel the entire Agreement. In the event of cancellation, the parties will be mutually relieved of any further obligation as set forth in this Agreement. This Agreement shall remain in effect until **June 30, 2017**. Thereafter, the Agreement may be renewed for 12-month periods commencing with July 1 and ending June 30 of the following year. Annually, by May 1, the School District will

notify the Chief of Police for the Roseville Police Department of the School District's intent regarding renewal of this Agreement.

5. Yearly Review:

Annually before June 1, the School District and the City shall meet to review this Agreement. Adjustments and addendums to this Agreement may be made by mutual agreement.

6. Notice:

All notices and demands by or from either party shall be in writing and shall be validly given or made if served either personally or if deposited in the United States Mail, certified or registered, postage prepaid, return receipt requested. If such notice is served personally, service shall be conclusively deemed made at the time of such personal service. If such notice or demand is made by registered or certified mail in the manner herein provided, service shall be conclusively deemed made forty-eight (48) hours after the deposit thereof in the United States Mail addressed to the party whom such notice is to be given.

Any notice or demand to the City shall be addressed to the City at:

City of Roseville
2660 Civic Center Drive
Roseville, MN 55113-1899

Any notice or demand to the School District shall be addressed to the School District at:

Independent School District No. 623
1251 West County Road B-2
Roseville, MN 55113

7. Entire Agreement:

This Agreement represents the entire understanding and agreement between the parties hereto and this Agreement may not be altered, changed, or amended except by an instrument in writing, signed by all parties.

INDEPENDENT SCHOOL DISTRICT NO. 623

By: _____
Mark Traynor, Chair

By: _____
Aldo Sicoli, Superintendent

Date: _____

CITY OF ROSEVILLE

By: _____
Dan Roe, Mayor

By: _____
Pat Trudgeon, City Manager

Date: _____

POSITION RESPONSIBILITY WRITE-UP

Position Title: Police Liaison Officer **Date:** August, 2012
Department: Student Services **Location:** Roseville Area High School
Accountable To: City of Roseville Chief of Police or Designee

Primary Objectives of Position

To assist in the coordination of a cooperative community approach between schools, parents, police, and other resources to meet the special needs and problems of students.

MAJOR AREAS OF RESPONSIBILITY

- | | |
|--|----|
| Follows up on referrals made by the Police Department and administrative staff. | 1 |
| Counsels and advises students on legal offenses or other related matters as requested. | 2 |
| Serves as a member of the administrative team and student support team. | 3 |
| Visits with and gets acquainted with students during lunch periods, between classes, at school activities and on field trips when possible. | 4 |
| Intervenes with administrative and support staff, in cases of criminal law violation and may conduct follow-up investigation of incidents. | 5 |
| Works cooperatively with school staff to initiate prevention programs in the area of juvenile crime. | 6 |
| Educates and advises parents regarding student behavior that could lead or has led to law infractions or other matters as requested. | 7 |
| Assists the school administration in setting up procedures that would contribute to the safety and security of the building and grounds. | 8 |
| Makes presentations on relevant topics to students as requested by teachers or administrators; helps arrange field trips and speakers in his or her area of expertise. | 9 |
| Builds and maintains rapport among youth, parents, school personnel and law enforcement officers, and services as part of a team effort to provide role models. | 10 |

Assists, as assigned, with petitions to Juvenile Court and works with social and welfare agencies, probation personnel, and makes referrals for family counseling, for chemical health evaluation, and for other student needs.	11
Assists, as assigned, in reporting child abuse/neglect cases and in handling Children in Need of Protection or Services (CHIPS) cases.	12
Performs other duties as assigned by the School Principal.	13
During the summer months, performs duties as assigned by the Case Coordinator.	14

Knowledge and Skills Required

Knowledge of and ability to follow School District policies, regulations and procedures.

Ability to work with other law enforcement and outside agencies where jurisdictional requirements prevail.

Ability to relate to and work with students of various cultural and economic backgrounds.

Ability to establish and maintain good working relationships with school administrators, teachers and staff.

Supervision

Supervised by the City of Roseville Police Department. Works directly with and under the guidance of the Roseville Area High School Principal.

Supervision of Others

None.

Responsibility for Public Contact

Continuous, requiring tact, courtesy, and good judgement.

Clothing to be Worn

Because the officer assigned to the Police Liaison Program is working in a very visible position, the normal dress will be casual professional or law enforcement uniform.

Roseville Area Schools 2016-17

August				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
T 29	T 30	T 31		

September				
M	T	W	T	F
			T 1	2
Labor Day 5	First Day Grades 1-9 6	First Day K and 10-12 7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

October				
M	T	W	T	F
T 3	4	5	6	7
10	11	12	13	14
17	18	19	Fall Recess 20	21
24	25	26	27	28
31				

November				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	ED 23	Thanksgiving 24	25
28	29	30		

December				
M	T	W	T	F
			End Tri 1 1	T 2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	Winter Break 23
26	27	28	29	30

January				
M	T	W	T	F
Winter Break 2	3	4	5	6
9	10	11	12	13
M Luther King Day 16	17	18	19	20
23	24	25	26	T K-8 27
30	31			

February				
M	T	W	T	F
		1	2	3
6	7	8	9	T 10
13	14	15	16	17
Pres Day 20	21	22	23	24
27	28			

March				
M	T	W	T	F
		1	End Tri 2 2	T 3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

April				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

May				
M	T	W	T	F
T 1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	T 26
Memorial Day 29	30	31		

June				
M	T	W	T	F
			1	2
5	6	7	8	Last Day of School/ED 9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

July				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

Trimesters: Tri 1 = 58 days, Tri 2 = 54 days, Tri 3 = 61 days
 T = Teacher Workshop (no School) Shaded Days = No School

District 623 Roseville Area Schools

2016-2017 School Calendar – Adopted 2-23-16

DATE	DAY	EVENT
8/29/16 8/30/16 8/31/16	Monday Tuesday Wednesday	Teacher Workshop K-12 Teacher Workshop K-12 Teacher Workshop K-12
9/1/16 9/5/16 9/6/16 9/7/16	Thursday Monday Tuesday Wednesday	Teacher Workshop K-12 Labor Day Holiday First Day –Grades 1-8, 9 th Grade All Day Orientation First Day Kindergarten, Grades 10-12
10/3/16 10/20/16 10/21/16	Monday Thursday Friday	Teacher Workshop K-12 No School No School (Fall Recess) No School (Fall Recess)
11/23/16 11/24/16 11/25/16	Wednesday Thursday Friday	K-12 Early Dismissal Thanksgiving Holiday No School Holiday No School
12/1/16 12/2/16 12/23/16	Thursday Friday Friday	End of First Trimester (58 days) Teacher Workshop K-12 No School Beginning of Winter Break
1/3/17 1/16/17 1/27/17	Tuesday Monday Friday	School resumes K-12 Martin Luther King Jr Holiday No School Teacher Workshop K-8 No School (School in Session for 9-12 grade)
2/10/17 2/20/17	Friday Monday	Teacher Workshop K-12 Presidents Day Holiday No School
3/2/17 3/3/17 3/6/17 3/13/17	Thursday Friday Monday Monday	End of Second Trimester (54 days) Teacher Workshop K-12 No School Beginning of Spring Break School resumes K-12
4/14/17	Friday	Holiday No School K-12
5/1/17 5/26/17 5/29/17	Monday Friday Monday	Teacher Workshop K-12 No School Teacher Workshop K-12 No School Memorial Day Holiday No School
6/9/17	Friday	Last Student Day (AM) Teacher Workshop (PM), End of Third Trimester (61 days)

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: August 22, 2016
Item No.: 8.e

Department Approval

City Manager Approval



Item Description: Request to Authorize the Police Chief to Enter into a Master Subscriber Agreement for Minnesota Court Data Services

BACKGROUND

The Minnesota State Court Administration Department has created a new internet-based access point for court data users. In order for the Roseville Police Department to have access to the database, the City Council must pass a resolution authorizing the Police Chief to enter into an agreement with the State of Minnesota to allow for the Roseville Police Department to access the database.

A copy of the resolution is attached.

POLICY OBJECTIVE

Internet-based access to Minnesota State Courts data will allow for the Roseville Police Department to more effectively and efficiently investigate cases on behalf of the City.

FINANCIAL IMPACTS

There is no cost to the City to access and use the database.

STAFF RECOMMENDATION

Staff recommends entering into the resolution authorizing the Chief of Police to enter into a Master Subscriber Agreement with the Minnesota State Court Administration Department.

REQUESTED COUNCIL ACTION

The police department is seeking Council to make a motion to enter into the resolution authorizing the Chief of Police to enter into a Master Subscriber Agreement with the Minnesota State Court Administration Department.

Prepared by: Sarah Mahmud, Police Support Services Manager

Attachments: A: Resolution

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

* * * * *

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was duly held on the ____ of ____, 201__, at 6:00 o'clock p.m.

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

Councilmember _____ introduced the following Resolution and moved its adoption:

RESOLUTION No.

**A RESOLUTION AUTHORIZING CHIEF OF POLICE TO SIGN
MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA
SERVICES FOR GOVERNMENTAL AGENCIES AND REQUEST FORM FOR
MINNESOTA GOVERNMENT ACCESS (MGA) LOGIN ACCOUNT**

WHEREAS, the Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein.

WHEREAS, "Court Data Services" means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently www.mncourts.gov, or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

- (1) "Bulk Data Delivery" means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court's databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein;
- (2) "Court Integration Services" means pre-defined automated transmissions of
 - (a) Court Records from the Court's computer systems to Government Subscriber's computer systems; and/or
 - (b) Government Subscriber Records from the Government Subscriber's computer systems to the Court's computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein;and

- (3) “MNCIS Login Accounts” means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court Information System (“MNCIS”), as described in applicable Policies & Notices and materials referenced therein.

WHEREAS, the City of Roseville Police Department desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscribers in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

WHEREAS, “Legitimate Governmental Business Need” means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

WHEREAS, as part of the City of Roseville Police Department’s application process for Minnesota Court Data Services, the City must execute a Master Subscriber Agreement and Request form.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE that the City of Roseville authorizes Rick Mathwig, Chief of Police, to execute the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies (Exhibit A) along with the Request Form for Minnesota Government Access (MGA) Login Account (Exhibit B).

FINDINGS

1. WHEREAS, the Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein.
2. WHEREAS, the City of Roseville Police Department desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscribers in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
3. WHEREAS, “Legitimate Governmental Business Need” means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

86 4. WHEREAS, as part of the City of Roseville Police Department's application
87 process for Minnesota Court Data Services, the City must execute a Master
88 Subscriber Agreement and Request form.

89 5. NOW, THEREFORE, the City of Roseville authorizes Rick Mathwig, Chief of
90 Police, to execute the Master Subscriber Agreement for Minnesota Court Data
91 Services for Governmental Agencies along with the Request Form for Minnesota
92 Government Access Login Account.
93

94 The motion for the adoption of the foregoing Resolution was seconded by Council Member
95 _____ and upon a vote being taken thereon, the following voted in favor thereof:
96 _____.

97 Whereupon said Resolution was declared duly passed and adopted.
98

99 WHEREUPON said resolution was declared duly passed and adopted.

**A RESOLUTION AUTHORIZING CHIEF OF POLICE TO SIGN MASTER
SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES
FOR GOVERNMENTAL AGENCIES AND REQUEST FORM FOR
MINNESOTA GOVERNMENTAL ACCESS (MGA) LOGIN ACCOUNT**

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 ____ of ____, 201_, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this ____ of _____, 201__.

Patrick Trudgeon, City Manager

(SEAL)

1.2 Termination.

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

1.3 Subsequent Agreement. This Agreement may be superseded by a subsequent agreement between the parties.

2. DEFINITIONS.

2.1 “Agency Account Manager” means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber’s Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber’s Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber’s Individual Users and steps taken to remedy violations to the Court.

2.2 “Court Data Services” means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently www.mncourts.gov, or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 “Bulk Data Delivery” means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court’s databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 “Court Integration Services” means pre-defined automated transmissions of i) Court Records from the Court’s computer systems to Government Subscriber’s computer systems; and/or ii) Government Subscriber Records from the Government Subscriber’s computer systems to the Court’s computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 “MNCIS Login Accounts” means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System (“MNCIS”), as described in applicable Policies & Notices and materials referenced therein.

- 2.3 **“Court Data Services Databases”** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.4 **“Court Data Services Programs”** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.5 **“Court Records”** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
 - 2.5.1 **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, as defined herein.
 - 2.5.2 **“Court Confidential Case Information”** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
 - 2.5.3 **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
 - 2.5.4 **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
 - 2.5.5 **“Court Documents”** means electronic images of documents that are part of or included in a court file.
- 2.6 **“DCA”** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7 **“Government Subscriber Records”** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8 **“Government Subscriber’s Individual Users”** means Government Subscriber’s employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

- 2.9 “Legitimate Governmental Business Need”** means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
- 2.10 “Policies & Notices”** means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber’s use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.
- 2.11 “Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled “Limits on Public Access to Case Records” or “Limits on Public Access to Administrative Records,” all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is www.mncourts.gov.
- 2.12 “SCAO”** means the State of Minnesota, State Court Administrator's Office.
- 2.13 “This Agreement”** means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14 “Trade Secret Information of SCAO and its licensors”** is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15 “User Acknowledgement Form”** means the form signed by Government Subscriber’s Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement (Exhibit A).
- 3. DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.

4.1 Authorized Access to Court Data Services and Court Records.

- 4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.
- 4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.2 Authorized Use of Court Data Services and Court Records.

- 4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.
- 4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.3 Dissemination of Court Records. Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

4.4 Training. Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

4.5 Violations.

- 4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

- 4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

4.6 Sanctions.

- 4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.
- 4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

5. GUARANTEES OF CONFIDENTIALITY. Government Subscriber agrees:

- 5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.
- 5.2 To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Government Subscriber's obligations under this Agreement.
- 5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form (Exhibit A) before accessing Court Data Services.
- 5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

- 5.5** That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.
- 5.6** That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).
- 6. APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS.** Subscriber acknowledges and agrees:
- 6.1 Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.
- 6.2 Previously Disclosed Court Records and Court Documents.** Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.
- 7. ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.**
- 7.1 Requirement to Advise Government Subscriber's Individual Users.** To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.
- 7.2 Required Acknowledgement by Government Subscriber's Individual Users.**
- 7.2.1** Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).
- 7.2.2** The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

8. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

8.1 Court Data Services Programs. SCAO is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

8.2 Court Data Services Databases. SCAO is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of SCAO and its licensors.

8.3 Marks. Government Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

8.4 Restrictions on Duplication, Disclosure, and Use.

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

8.5 Proprietary Notices. Government Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

8.6 Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration

materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

- 8.7 Reasonable Security Measures.** The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.
- 9. INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.
- 10. COMPROMISE LIABILITY.** Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.
- 11. AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.
- 12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.
- 12.1 Judicial Policy Statement.** Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

12.2 Access and Use; Log.

- 12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.
- 12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.
- 12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.
- 12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.3 Personnel. Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

13. FEES AND INVOICES. Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that

funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

- 14. MODIFICATION OF FEES.** SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

15.1 WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

15.2 ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.

- 16. RELATIONSHIP OF THE PARTIES.** Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

- 17. NOTICE.** Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

- 18. NON-WAIVER.** The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (*see* section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement, intending to be bound thereby.

1. GOVERNMENT SUBSCRIBER
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity (“Master Subscriber Agreement Signing Authority”), such as a council resolution, board authority or legally binding decision maker, and attach same as Exhibit B.

By _____
(SIGNATURE)

Date _____

Name (typed) Rick Mathwig

Title Chief of Police

Office City of Roseville Police Department

2. THE COURT

By _____
(SIGNATURE)

Date _____

Title CIO/Director

Office Information Technology
Division of State Court
Administration

3. Form and execution approved
for Court by:

By: _____
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

Date: _____

User Acknowledgment Form

The Agency identified below that I work for has contracted with the Office of State Court Administration (the “Court”) for the access and use of the Court’s Records and Documents. Under that contract, the Agency is required to have employees, student attorneys and contractors sign the written acknowledgment below before they are permitted access.

I, _____, as an employee/student attorney/contractor of _____ (“the Agency”), state the following:

1. I have read and understand the requirements and restrictions in the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies between the Agency and the Court.
2. I understand that I am not to share my login and password information.
3. I shall access and use the Court Records and Court Documents provided for only “legitimate governmental business needs.” I understand a “legitimate governmental business need” is limited to a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities that is required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
4. I shall not access or use Court Records or Court Documents for personal or non-official use or any use that is not a legitimate governmental business need as defined in paragraph 3, above.
5. I will not share Court Records or Court Documents with third parties other than as needed to further legitimate governmental business needs as defined in paragraph 3, above.
6. I understand that the Court is not liable for any Court Records or Court Documents not available due to computer or network malfunction, mistake or user error. The Court makes no warranties as to the completeness or accuracy of the Court Records and Court Documents provided.
7. I agree to notify the Court when I no longer work for the Agency or no longer have a legitimate governmental business need for Court Records and Court Documents. I agree to stop accessing court records and documents when this occurs.
8. I understand that should I violate paragraphs 3., 4., or 5., it would result in the suspension or termination of my access to Court Records and Documents, and may result in the suspension or termination of the access to Court Records and Documents by the Agency, and other civil and criminal liability.

Date: _____

By: _____
Employee/Student Attorney/Contractor for Agency



Request Form for Minnesota Government Access (MGA) Login Account

Copyright © 2005-2014 by the State of Minnesota, State Court Administrator's Office, All Rights Reserved.

1. Instructions to Applicant

Minnesota Government Access ("MGA") provides electronic access to appropriate court records and documents for a government agency through login accounts for the individual agency users. MGA is an Internet browser-based application that requires no installation.

This Request Form is intended for an entire government agency, not an individual user. Use this form to make the initial request for the new user accounts for the agency; not to make changes to an existing account. Only one agency may apply per form.

Complete this entire form. You may clearly print, type, or complete electronically. **Tip:** *This is a Microsoft Word document. To complete this form electronically: 1) save to your computer, 2) press Tab to fill out the form fields, 3) save and attach to e-mail submission.*

2. Applicant Information (ALL FIELDS ARE REQUIRED)

Today's Date:	County/City/State Agency: City of Roseville Police Department NOTE: Identify your agency name as it is written on the front page of the Master Subscriber Agreement attached to this request. If you are creating a new agreement, identify your agency name at its highest level, such as Anoka County Attorney's Office, City of Willmar, or Minnesota Department of Public Safety.	Mailing Address: 2660 Civic Center Drive Roseville, MN 55113 County (if Statewide Agency, enter "State"): Ramsey
Agency Account Manager (Agency Contact) Name: Julie Griffin Position/Title: Investigations/Property Room Technician Phone: 651-792-7236 E-mail: Julie.Griffin@cityofroseville.com		Agency Director/Manager Authorizing Request (if different than Agency Account Manager) Name: Rick Mathwig Position/Title: Chief of Police Phone: 651-792-7203 E-mail: Rick.Mathwig@cityofroseville.com

3. Individual User Account Information

Individual users (authorized employees, contractors, student attorneys) will have individual logins and passwords for MGA. **All authorized individual users in your agency who will be using MGA must register for an MGA user account before this request is submitted.**

- Attach a completed Court Administrative Tool (CAT) that lists all user information to this request.

NOTE: The signed, attached Master Subscriber Agreement requires that you keep a record of everyone who will be given access to an MGA account.

4. Individual User Acknowledgment Forms

All authorized individual users in your agency who will be using MGA must complete an Individual User Acknowledgment Form before this request is submitted. Please provide a copy of all signed Individual User Acknowledgment Forms with this request.

NOTE: The signed, attached Master Subscriber Agreement requires that all individual users sign the User Acknowledgment Forms prior to using MGA and that you keep a record of all User Acknowledgment Forms.

5. Signatures

This Request Form is submitted in connection with and made part of the most recent Master Subscriber Agreement executed by the Applicant and the State. An individual authorized to sign on behalf of and bind the government agency in written agreements signs under the Applicant signature block below.

APPLICANT		THE STATE	
By:		By:	
	(signature)		(signature)
Date:		Date:	
Name:	Rick Mathwig	Name:	
	(typed)		(typed)
Title:	Chief of Police	Title:	
Office:	City of Roseville	Office:	

This Request Form and all required attachments should be emailed to GSAreceiving@sp.courts.state.mn.us.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 8/22/2016
Item No.: 8.f

Department Approval

Timothy O'Neill

City Manager Approval

Sam J. Trueman

Item Description: Request for Approval for an agreement between the City of Roseville, and the
Roseville Volunteer Fire Department Auxiliary

BACKGROUND

The Fire Department Auxiliary has conducted a fund raiser event focused on the sale of “Booya” for several decades. This event happens the first Sunday in October of each year.

The Fire Department Auxiliary wishes to again host a “Booya” fund raiser in October 2016. The City of Roseville has requested the two parties enter into an agreement of understanding and liability waiver.

This will be the first year the City has requested the agreement. The agreement covers responsibility for liability, insurance requirements, indemnification, required permits, as well as permissions to wear fire department provided uniforms.

FINANCIAL IMPACTS

There are no financial impacts to the City of Roseville, in reference to this agreement, or the conducting of the “Booya”.

STAFF RECOMMENDATION

Staff recommends Council approve the agreement between the City of Roseville and the Roseville Volunteer Fire Department Auxiliary.

REQUESTED COUNCIL ACTION

Authorize the Mayor and City Manager to enter into an agreement between the City of Roseville and the Roseville Volunteer Fire Department Auxiliary, for the purpose of conducting a Booya fund raiser event.

Prepared by: Timothy O'Neill, Fire Chief (651) 792-7305

Attachments: A: Agreement
B: Insurance Certificate

AGREEMENT

This Agreement is made this ____ date of ___, 2016, between City of Roseville, a Minnesota municipal corporation ("City") and the Roseville Volunteer Fire Department Auxiliary, Inc. a Minnesota non-profit Corporation ("Auxiliary").

WHEREAS, the City operates a fire department known as the Roseville Fire Department ("RVFD");

WHEREAS, the Auxiliary is a charitable organization the membership of which is composed of certain RVFD personnel;

WHEREAS, Auxiliary membership and participation is neither a requirement nor an expectation of RVFD employment;

WHEREAS, the Auxiliary annually hosts a public event known as "Booya";

WHEREAS, Booya is a neither a City-sponsored nor City-operated event; and,

WHEREAS, the parties desire to clearly define their involvement and responsibilities as they relate to the Booya event.

NOW, THEREFORE, intending to be mutually bound by the promises and covenants contained herein, the parties enter into the following Agreement:

1. **Permission to Wear Uniforms at Event.** The City will permit Auxiliary members to wear City-issued RVFD uniforms and clothing at and during the Booya event. Such permission is conditioned upon and in consideration of the Auxiliary's satisfaction of the obligations described in paragraphs 2, 3, 4, and 5 below. The Auxiliary hereby acknowledges that the City possesses the right to prohibit its RVFD employees from wearing City-issued uniforms and clothing at an event not sanctioned or operated by the City. The permission granted herein is a discretionary right possessed by the City.
2. **Disclaimer in Publicity.** The Auxiliary shall conspicuously disclaim any and all City involvement and responsibility on all publicity and advertising materials related to the Booya event, in whatever form (flyers, posters, signs, etc.) and in whatever forum (in print, on-line, through media, etc.). Such disclaimer shall state, in a clearly noticeable and recognizable size and font, the following: **"BOOYA IS HOSTED SOLELY BY THE ROSEVILLE VOLUNTARY FIRE DEPARTMENT AUXILIARY, INC., AND IS NEITHER SPONSORED NOR OPERATED BY THE CITY OF ROSEVILLE OR THE ROSEVILLE FIRE DEPARTMENT."** Such disclaimer shall also be conspicuously posted on signage at the location of the Booya event. The City shall retain sole discretion over determining if such disclaimer is satisfactorily conspicuous on publicity and advertising materials as well as on-location signage. The Auxiliary agrees to immediately correct any insufficient disclaimers to conform to the directions of the City in this regard.

47
48 3. **Indemnification and Release.** To the fullest extent permitted by law, Auxiliary agrees to
49 defend, indemnify and hold the City, its Council, officers, agents, employees, and
50 volunteers harmless from any liability, claims, damages, costs, judgments, or expenses,
51 including reasonable attorney's fees, resulting directly or indirectly from any negligent act
52 or omission of the Auxiliary, its agents, employees, and volunteers, arising out of the
53 Booya event.

54
55 4. **Insurance.**
56

57 A. General Liability. The Auxiliary shall procure, maintain and pay for such insurance as
58 will protect against claims for bodily injury or death, and for damage to property,
59 including loss of use, which may arise out of the Booya event. Such insurance shall
60 include, but not be limited to, minimum coverages and limits of liability specified
61 below or required by law. Except as otherwise stated below, the policies shall name
62 the City as an additional insured and shall provide that the Auxiliary's coverage shall
63 be primary and noncontributory in the event of a loss.
64

65 B. The Auxiliary shall procure and maintain the following minimum insurance coverages
66 and limits of liability with respect to the Work:
67

68	Worker's Compensation:	Statutory Limits
69		
70	Employer's Liability	\$500,000 each accident
71		\$500,000 disease policy limit
72		\$500,000 disease each employee
73		
74	Commercial General Liability:	\$1,000,000 per occurrence
75		\$2,000,000 general aggregate
76		\$2,000,000 Products – Completed Operations
77		Aggregate
78		\$100,000 fire legal liability each occurrence
79		\$5,000 medical expense
80		
81	Comprehensive Automobile	
82	Liability:	\$1,000,000 combined single limit (shall include
83		coverage for all owned, hired and non-owned
84		vehicles.
85		

86 C. The Commercial General Liability policy(ies) shall be equivalent in coverage to ISO
87 form CG 0001, and shall include the following:
88

- 89 a. Personal injury with Employment Exclusion (if any) deleted;
90
91 b. Broad Form Contractual Liability coverage; and
92

93 c. Broad Form Property Damage coverage, including Completed Operations.
94

95 D. Auxiliary shall maintain in effect all insurance coverages required under this
96 Agreement at its sole expense and with insurance companies licensed to do business in
97 the state in Minnesota and having a current A.M. Best rating of no less than A-, unless
98 otherwise agreed to by the City in writing. In addition to the requirements stated above,
99 the following applies to the insurance policies required under this Provision:
100

101 a. All policies, except any applicable Professional Liability Insurance policy, shall be
102 written on an "occurrence" form ("claims made" and "modified occurrence" forms
103 are not acceptable);
104

105 b. All policies, except any applicable Professional Liability Insurance and Worker's
106 Compensation Policies, shall contain a waiver of subrogation naming "the City of
107 Roseville";
108

109 c. All policies, except any applicable Professional Liability Insurance and Worker's
110 Compensation Policies, shall name "the City of Roseville" as an additional insured;
111

112 d. All policies, except any applicable Professional Liability Insurance and Worker's
113 Compensation Policies, shall insure the defense and indemnify obligations assumed
114 by Auxiliary under this Agreement; and
115

116 e. All policies shall contain a provision that coverages afforded thereunder shall not
117 be canceled or non-renewed or restrictive modifications added, without thirty (30)
118 days prior written notice to the City.
119

120 A copy of the Auxiliary's insurance declaration page, Rider and/or Endorsement, as
121 applicable, which evidences the compliance with this Paragraph 4, must be filed with
122 City prior to the start of the Booya event. Such documents evidencing insurance shall
123 be in a form acceptable to City and shall provide satisfactory evidence that Auxiliary
124 has complied with all insurance requirements. Renewal certificates shall be provided
125 to City prior to the expiration date of any of the required policies. City will not be
126 obligated, however, to review such declaration page, Rider, Endorsement or certificates
127 or other evidence of insurance, or to advise Auxiliary of any deficiencies in such
128 documents and receipt thereof shall not relieve Auxiliary from, nor be deemed a waiver
129 of, City's right to enforce the terms of Auxiliary's obligations hereunder. City reserves
130 the right to examine any policy provided for under this Agreement.
131

132 E. If Auxiliary fails to provide the insurance coverage specified herein, the Auxiliary will
133 defend, indemnify and hold harmless the City, the City's officials, agents and
134 employees from any loss, claim, liability and expense (including reasonable attorney's
135 fees and expenses of litigation) to the extent necessary to afford the same protection as
136 would have been provided by the specified insurance. Except to the extent prohibited
137 by law, this indemnity applies regardless of any strict liability or negligence attributable
138 to the City (including sole negligence) and regardless of the extent to which the

underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Auxiliary, its contractors, subcontractors, agents, employees or delegates. Auxiliary agrees that this indemnity shall be construed and applied in favor of indemnification. Auxiliary also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

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

- a. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or
- b. Furnish a written acceptance of tender of defense and indemnity from Auxiliary's insurance company.

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

5. **Permits.** The Auxiliary shall obtain all necessary permits and approvals from governing local, county, state, and federal agencies/entities relevant to the Booya event.
6. **No Employment Conditions.** The parties acknowledge and agree that the Booya event is not and shall not be construed to constitute any work or activities arising out of or committed during the course of Auxiliary members' employment with the City of Roseville. All participation at the Booya event by Auxiliary members is expressly understood to be committed outside of their employment with the City of Roseville.
7. **No Joint Enterprise; No Joint Venture.** The parties acknowledge and agree that the Booya event and, in particular, the subject matter of this Agreement are not and shall not be construed to constitute a common business or common purpose with any degree of joint control or exercise of direction related to the conduct of the event. No business relationship exists between the parties and no common pecuniary interest exists between the parties as they relate to the Booya event.
8. **Recitals.** The above recitals are hereby made a part of this Agreement and the parties agree that each of the recitals are true and correct.
9. **Merger.** This Agreement constitutes the sole understanding and agreement of the parties related to the subject matter contained herein and supersedes any and all prior written or verbal understanding and agreements between the parties regarding the same.

- 183 10. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for
184 any reason, held by a court of competent jurisdiction to be contrary to law, such decision
185 shall not affect the remaining provisions of this Agreement.
186
- 187 11. **Jurisdiction; Venue.** The parties agree that any disputes arising out of the operation,
188 enforcement, and/or interpretation of this Agreement shall be brought before a court of
189 competent jurisdiction in Ramsey County, Minnesota.
190
- 191 12. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which
192 shall be considered an original
193
194

CITY OF ROSEVILLE

Date: _____

By: _____
Patrick J. Trudgeon, City Manager

Date: _____

By: _____
Daniel J. Roe, Mayor

**ROSEVILLE VOLUNTEER FIRE
DEPARTMENT AUXILIARY, INC.**

By: _____
Its

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
8/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 855-491-0974 Wells Fargo Insurance Services USA, Inc. 550 South 4th St Minneapolis, MN 55415	CONTACT NAME: Business Insurance Group PHONE (A/C, No. Ext): 855-491-0974 E-MAIL ADDRESS: businessinsurancegroup@wellsfargo.com FAX (A/C, No): 866-359-4390																					
INSURED Roseville Volunteer Fire Department Auxiliary, Inc 2701 Lexington Ave N Roseville MN 55113	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>United States Liability Insurance</td><td>25895</td></tr><tr><td>INSURER B:</td><td>Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	United States Liability Insurance	25895	INSURER B:	Federal Insurance Company	20281	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 10763938**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			NBP1554578	08/10/2016	08/10/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	D&O			82481368	08/01/2016	08/01/2017	Max Aggregate- \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDERTim O'Neill
2701 Lexington Ave
Roseville, MN 55113**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: August 22, 2016
Item No.: 8.g

Department Approval



City Manager Approval



Item Description: Approve Wheeler Street Closure and Proceed with Feasibility Report

BACKGROUND

The City received a petition in May 2011 requesting a study of the permanent closure of Wheeler Street at County Road D. The major reason for the request was that during peak traffic times, traffic on Fairview Avenue backs up at County Road D and traffic cuts through Wheeler Street and Shorewood Lane to bypass the backups. Also requested was consideration of a temporary closure during the construction phase of the Presbyterian Homes project in Arden Hills. In September of 2011, the City Council approved a temporary closure until the Presbyterian Homes project was completed, which was estimated to be sometime in 2015.

In September 2012, the City received a petition from the neighborhood for a permanent closure.

An information meeting was held on March 7, 2013 to discuss the permanent closure and to get feedback from residents. It was at this meeting that this project was incorporated into the City's Traffic Management Program (TMP) that was adopted July 9, 2012 (Attachment D).

In September of 2015 a neighborhood meeting was held to give an update on the project and to discuss closure options.

Since that time, the City has been waiting for the City of Arden Hills and Presbyterian Homes (Developer) to finalize plans for the reconstruction of County Road D as the timing of the road work and the possible street closure need to be coordinated.

Recently staff met with the City of Arden Hills and the Developer for Presbyterian Homes. At the meeting the Developer presented plans that would reconstruct County Road D with new curb and gutter at no cost to the City of Roseville. This construction will likely take place this fall. As part of the reconstruction, Wheeler Street would be closed or opened based on the City of Roseville's decision. The City of Roseville would only be responsible for a portion of the road closure costs related to a driveway relocation. Since the only additional cost to the closure involves the driveway relocation, the cost for the TMP was set at the estimated cost of \$23,800 for the driveway relocation. According to the TMP policy, benefitting property owners of the road closure would be assessed 75% of the City portion of the project costs. This is estimated to be \$425/Parcel.

On August 2, 2016 staff sent out an update of the project with a survey (Attachment C) to see if the neighborhood wanted the road closed and would be willing to pay an estimated \$425/Lot. The survey was sent to 42 property owners. 38 responded that they wanted the road closed and were willing to pay the estimated assessed amount, three (3) indicated they wanted the road to remain open and one did not respond. Since 90% (38/42) support the project to permanently

close Wheeler Street at County Road D, the required support requirement of at least 65% is met. Further, staff has studied the temporary closure and the closure has reduced traffic during peak times, resulting in less traffic in the neighborhood.

Should Council vote to order the feasibility report, staff will work with the City of Arden Hills to coordinate the closure of Wheeler Street with the Developer in order to keep the County Road D project on schedule. This will save costs to the City of Roseville and Roseville residents, including the benefiting properties in regards to the closure. The driveway will be relocated after the feasibility report is completed and an assessment hearing is held. The future schedule for the project would be as follows:

- August 23, 2016 -Public Works Environment and Transportation Commission – Staff presents feasibility report
- September 12, 2016 - Council considers adopting the feasibility report and setting the public hearing for October 10.
- October 10, 2016 – Public Hearing. Council considers ordering the improvement.
- Fall of 2016 or Spring of 2017, construction of driveway relocation
- Fall of 2017 – Final Assessment Hearing

POLICY OBJECTIVE

The neighborhood request to close the road meets the requirements of the Neighborhood Traffic Management Program. The temporary closure has demonstrated reduced peak traffic volumes in the neighborhood based on traffic counts.

FINANCIAL IMPACTS

According to the Traffic Management Program, the cost split for the improvement would be 75% assessments to the benefiting property owners and the City would pay the remaining 25%. Based on the estimated cost of \$23,800, the assessments would be \$17,850 and the City would be responsible for \$5,950. Funding for the City's portion of the costs is not defined in the Traffic Management Program. Staff would recommend funds from the pavement management program (PMP) be used.

STAFF RECOMMENDATION

Staff recommends that the City Council approve closing Wheeler Street permanently at County Road D and approve a resolution authorizing the preparation of a feasibility report for the Wheeler Street closure.

REQUESTED COUNCIL ACTION

Approve closing Wheeler Street permanently at County Road D and approve a resolution authorizing the preparation of a feasibility report for the Wheeler Street closure.

Prepared by: Jesse Freihammer, Asst. Public Works Director/City Engineer
Attachments: A: Resolution
B: Project Location Map
C: Traffic Management Program Survey
D: Traffic Management Program Policy

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was duly held on the 22nd day of August, 2016, at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

**RESOLUTION ORDERING PREPARATION OF FEASIBILITY REPORT
FOR WHEELER STREET CLOSURE PROJECT**

WHEREAS, Wheeler Street is a public road located between Lydia Avenue and County Road D; and

WHEREAS, The neighborhood had petition the City of Roseville to permanently close Wheeler Street at County Road D; and

WHEREAS, The City of Roseville conducted a neighborhood survey pursuant to the Traffic Management Program and the results support closing Wheeler Street; and

WHEREAS, it is proposed to close Wheeler Street approximately 50 feet south of County Road D to vehicular traffic, and to assess the benefited property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Section 429.011 to 429.111:

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

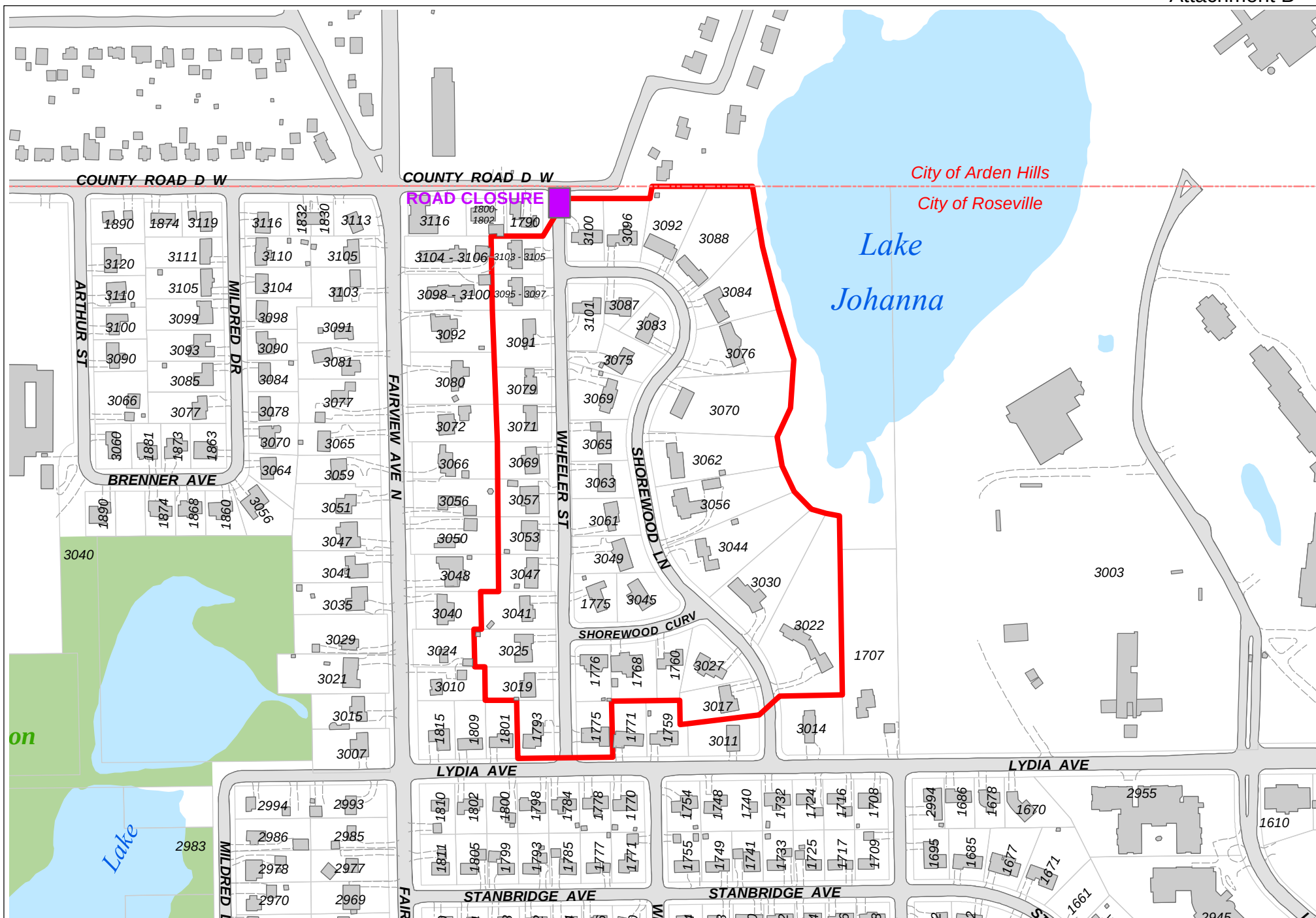
1. The proposed improvements are referred to the City Engineer for study and he is instructed to report to the Council with all convenient speed, advising the Council in a preliminary way as to whether they should best be made as proposed or in connection with some other improvements, and the estimated cost of the improvements as recommended.

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

39

40 WHEAREUPON said resolution was declared duly passed and adopted.

(SEAL)



Wheeler Traffic Management Project



Prepared by:
Engineering Department
August 17, 2016

Data Sources and Contacts:
• Ramsey County GIS Base Map (2/04/13)
• City of Roseville Engineering Department
For further information regarding the contents of this map contact:
City of Roseville, Engineering Department,
2860 Civic Center Drive, Roseville MN

 Benefiting Properties

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 651-762-7076. 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 releases 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.

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mapdoc: WheelerClosurePetition.mxd
map: WheelerClosurePetition.pdf





WHEELER STREET CLOSURE TRAFFIC MANAGEMENT PLAN REQUEST BENEFITING PROPERTIES SURVEY

Based on a request from several of the properties in the Shorewood neighborhood and further based on the results of the temporary road closure and several traffic studies performed in the area, the City of Roseville is proposing permanently closing Wheeler Street between Shorewood Lane and County Road D. The closure would consist of removing the existing pavement and curb and gutter in this area. New curb and gutter would be installed on both ends blocking vehicular access. A six foot pathway would be installed in this location for pedestrian and bike access. One driveway in this area would be redirected to County Rd D. The area disturbed would be top soiled and turf established. A rain garden may be installed in this location at a later date. A draft layout of the road closure is shown on the survey.

Based on the Traffic Management Policy, 75% of the City's portion of the cost of this project will be assessed, or charged to, the 42 benefiting properties. The estimated costs that the City would be responsible for on this project are approximately \$23,800. The proposed cost to each benefiting property will be approximately \$425. Assessments can be paid up front or put on taxes for 5 years at a set interest rate. The City of Roseville will pay for the remaining 25% of the cost.

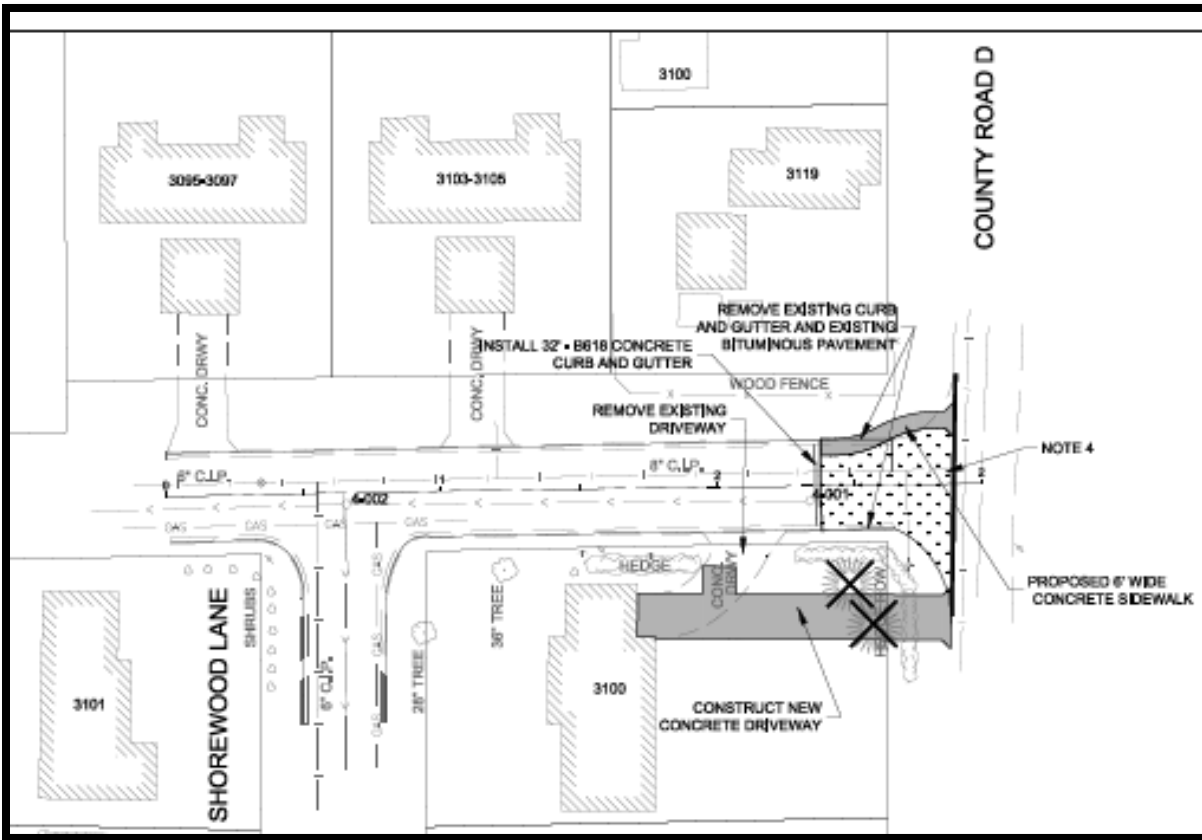
In order to recommend this project for City Council approval, we must receive the support of at least 65% (28 of 42 property owners) of the benefiting properties. Please complete this survey and return it to:

Jesse Freihammer, City Engineer
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

You can also return this survey to the City by dropping it in the City mailbox in the City Hall parking lot or you can email your responses to jesse.freihammer@cityofroseville.com. Please make sure to include your name and your address if emailing your response. Please send responses in by 4:30 PM August 16, 2016. If there is enough support for the project, this will be on the August 22 Council Meeting for approval. If there is not adequate support for the project, the project will be considered voided and the temporary road closure will be removed.

Only one survey response is allowed per parcel. The survey is being sent to the listed taxpayers on the property records instead of the tenants since this is a potential assessment project and unpaid assessments would be put on the property taxes.

Wheeler Street Closure – Traffic Management Request
Page 2 of 2



Do you support the permanent street closure of Wheeler Street at the intersection of County Rd D, as well as the estimated cost of \$425 per benefiting property?

☐ YES, I support the permanent street closure of Wheeler Street as well as the estimated cost of \$425 per benefiting property.

☐ NO, I do not support the permanent street closure of Wheeler Street or the estimated cost of \$425 per benefiting property. The temporary road closure will be removed.

Name: _____

Address: _____

Contact Info (optional): Email: _____ Phone: _____

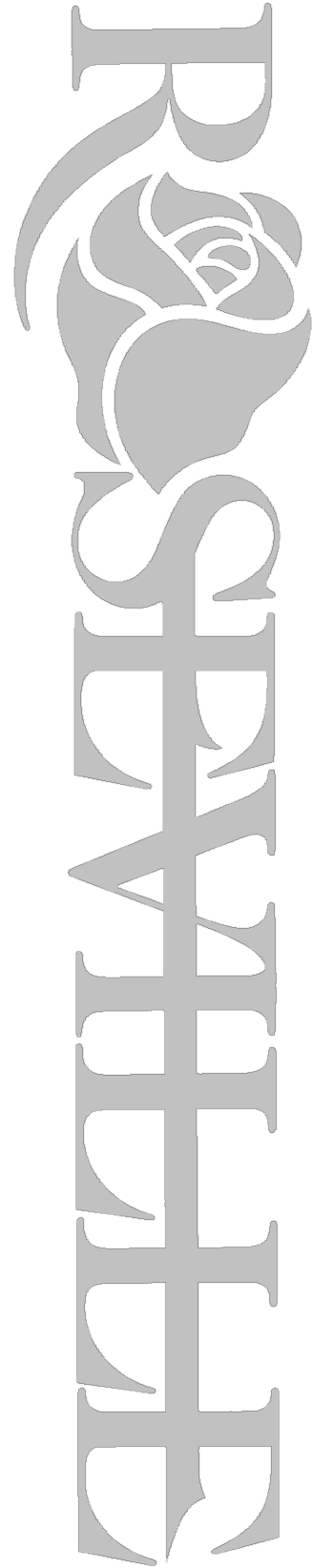
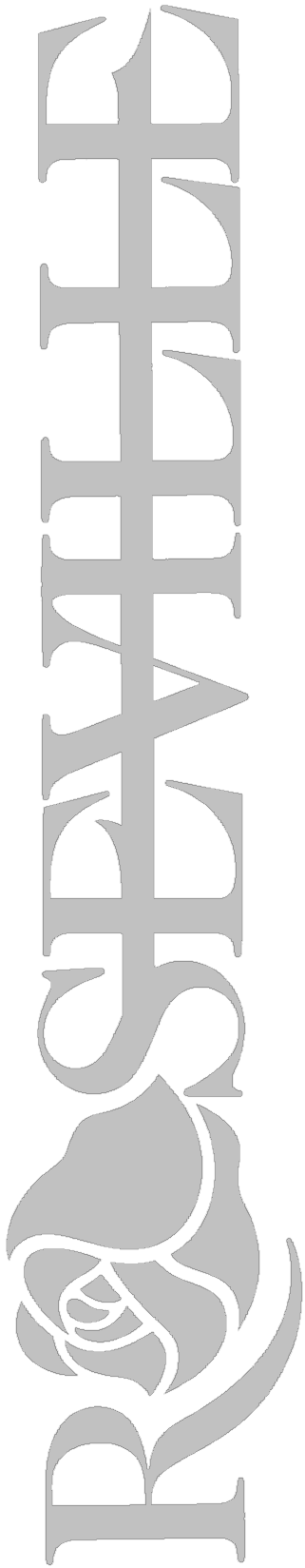
Additional Comments: _____

Neighborhood Traffic Management Program

Adopted July 9, 2012

Public Works

2660 Civic Center Drive, Roseville, MN 55113-1899
phone (651) 792-7003 fax (651) 792-7040



1.0 Introduction

Concerns about traffic volumes and higher speeds have become important issues throughout the metro area and are having an increasing impact on Local Streets in the City of Roseville. The City of Roseville is continually striving to strengthen and protect its neighborhoods by improving the quality of life. A goal of the Roseville Comprehensive Plan is for the transportation system to address community issues and concerns while maintaining and enhancing neighborhoods, providing connectivity, and the sense of community cohesion.

An established traffic management process:

- Allows the city to better respond to residents and businesses,
- Provides the opportunity for better understanding of the issues, and
- Allows consistent application across the community.

Therefore, for citizens to obtain consideration for the installation of a traffic management strategy on either a street or within a larger neighborhood area they are required to follow a process. The program will ensure that neighborhoods with documented existing, traffic issues and community support for traffic management have access to the neighborhood traffic process. The projects included in the Neighborhood Traffic Management Program depend upon citizen involvement and may vary from year to year based upon citizen participation and available funding. Various terms are used throughout this document, see Appendix A for Definitions.

Purpose

In the City of Roseville, traffic management concerns have historically been handled by the following processes.

- Traffic Safety Committee- An administrative committee established to address routine traffic concerns brought forward by residents and businesses.
- Construction Design Process- When a street is identified for reconstruction, staff conducts a review of existing conditions. This review can include public information meetings that solicit feedback regarding traffic concerns. As a part of this process, staff will study existing concerns and suggest strategies to address these concerns.

The Neighborhood Traffic Management Program is not intended to replace these existing processes. It is intended to add another tool for staff to address concerns that require additional community feedback or financial support to implement.

This document was developed to guide city staff and inform citizens about the processes and procedures for implementing traffic management strategies on Local Streets to address documented existing traffic concerns such as excessive vehicle speeds, high volumes of non-local through traffic, vehicle crashes in neighborhoods, and alleviate conflicts between motorized and non-motorized users. The document includes a summary of the City of Roseville's Policies for the Traffic Management Program, background on the history of traffic management, the City of Roseville's process for implementing strategies, and a toolbox of common traffic management strategies.

The intent of this program is to address existing neighborhood traffic concerns. Expansion of existing streets, construction of new street segments, and streets needed as the result of

redevelopment will not be evaluated in conjunction with the criteria included in the program. These situations will be evaluated independently by the City Council.

2.0 Policies

The Neighborhood Traffic Management Program will be governed by the following policies:

- Identified projects will be evaluated for compatibility with transportation goals in the Roseville Comprehensive Plan, Chapter 5, Transportation.
- Implementation is limited to Local Streets. A Local Street is a street under the jurisdiction of the City of Roseville. Ramsey County and MnDOT roads are excluded from this program.
- Strategies will be funded by a combination of city funds and neighborhood assessments.
- A system-wide approach for neighborhood traffic problems will be used. For each project, city staff will determine a logical project boundary. This is necessary for the approval process and will help ensure that the issue of displacement/ diversion to other Local Streets is addressed.
- Projects will be limited to those Local Streets where the 85% speed exceeds 5 mph above the posted speed limit or where there are other existing factors affecting the livability of the neighborhood. Table 1 describes other factors that can be taken into consideration.
- The proposed strategy should not negatively impact the street's existing traffic capacity, safety, or change the intended function of the road.
- Implementation of traffic management strategies will be in accordance with the procedures set forth in this document, and in keeping with sound engineering practices, as well as be within the city's available financial and staff resources.
- A project on a Municipal State Aid (MSA) road will meet MSA design standards.
- Trucks are allowed on all Local Streets unless otherwise posted (by State law trucks must be allowed on all Municipal State Aid Roads.)
- Implementation of any device will be consistent with the guidelines in the Minnesota Manual on Uniform Traffic Control Devices.
- Implementation of strategies shall be consistent with recommended strategies included in the Mn/DOT Safety Handbook.
- Initial deployments are considered temporary for study purposes and subject to an interim review by City staff prior to permanent installation.

3.0 Traffic Management Background

The United States has used street closures and traffic diverters dating back to the late 1940s and early 1950s, but it was not until the 1970s that Seattle, Washington completed area-wide demonstrations of traffic management strategies. Since then, traffic management has been continually studied and implemented throughout the United States. Strategies include street closures, traffic diverters, speed humps/bumps, signing, increased enforcement and many others, but they all are implemented to accomplish one of the following:

- Modify driver behavior (reduce speed)

- Modify traffic characteristics (reduce volume)
- Improve safety for pedestrian and bicyclists

Traffic management can be simplified as a three step process: (1) identify the nature and extent of existing traffic-related problems on a given street or area (2) select and implement the proper strategy for reducing the identified problem and (3) evaluate effectiveness, accept, modify or revert. The traffic management strategies discussed in this document are solutions to a narrowly defined set of problems and are not universally applicable or effective at solving all problems. A traffic management strategy used in the wrong application will not improve conditions - it will only increase City costs and may even make conditions worse.

Since not all strategies are appropriate for every problem the City has developed a process to identify the appropriate solutions. The process includes identifying the problem, evaluating potential strategies, and implementing appropriate strategies while including public participation and governmental approval. This process is summarized in Section 4.

Many traffic management strategies can be expensive and create inconvenience. A broad base of support is necessary. Poor planning, lack of neighborhood input, and/or support can result in controversy and divide neighborhoods.

The process and strategies included in this document are intended to be used on Local Streets to reduce speeds and volumes. The goal is promote safety for all public right of way users.

4.0 Procedure Summary

A flow chart, Exhibit 1, provides a summary of the procedures for implementing a traffic management strategy on a Local Street. What follows is a summary of the procedure. For a full description of these steps see Section 5.0 Procedure Details.

Step 1 - Study Request (Application)

First citizens must identify candidate streets for traffic management improvement and submit a written request to the City Engineering Division. Any requests for project proposals require a written application with 51% of the Project Neighborhood signing the application. Appendix B provides a sample application.

Step 2 - Preliminary Review and Evaluation

The City Engineering Division will review requests and determine whether they can be handled as part of the administrative traffic engineering procedures, construction design process, or police enforcement function of the City or if they qualify for consideration under the Neighborhood Traffic Management Program.

Step 3 - Data Collection and Traffic Study

If it is determined that the request falls under the Neighborhood Traffic Management Program the City will undertake an engineering study of the street(s) or neighborhood including gathering relevant data of the affected streets.

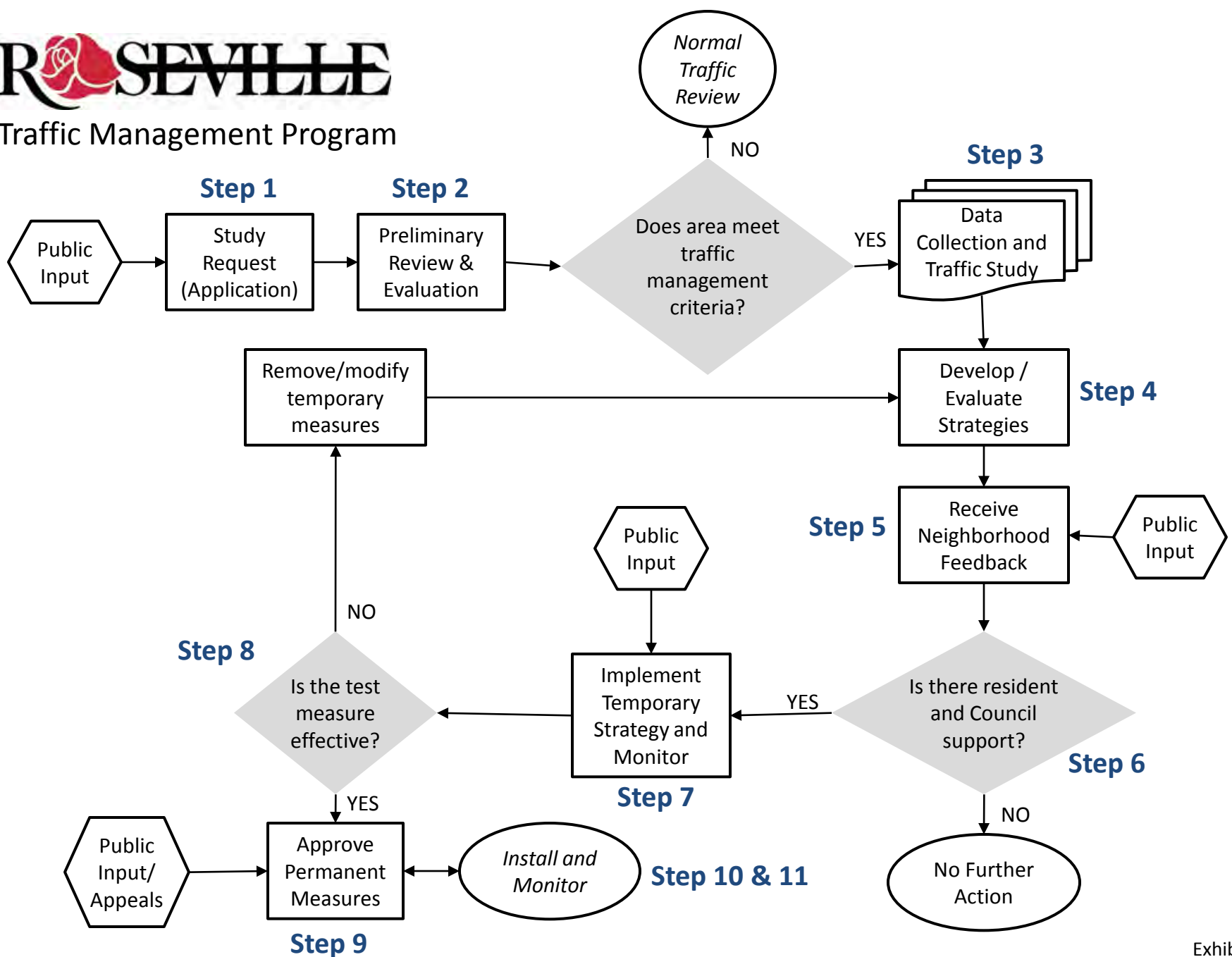
Step 4 - Develop/ Evaluate Traffic Management Strategies

Based on the traffic study and input from other departments, the City Engineering Division will make a preliminary determination of the need for traffic management strategies and make recommendations as to which strategy would be appropriate.

Step 5 – Receive Neighborhood Feedback



Traffic Management Program



A neighborhood meeting will be held, or a summary letter will be sent, to present the conclusions of the traffic study and discuss appropriate next steps in the process. At this time a survey will be sent out to determine neighborhood support for the recommended traffic management strategy and to receive input from affected citizens.

Step 6 - Traffic Management Strategy Recommendation and Approval

The recommended strategy will not be implemented without the support of 65% of the Benefited Area and 51% of the Affected Neighborhood. In addition to neighborhood approval, the City Council must also approve the implementation of the traffic management strategy.

Step 7 - Implement Temporary Strategy and Monitor

If a strategy is approved it may be possible to implement first a temporary strategy. If a temporary measure is used, it will be monitored for a minimum of 3 months to determine its effectiveness.

Step 8 - Strategy Evaluation

Results from the monitoring of the temporary measure will be used to determine if the strategy will be recommended for final approval from the City Council. If the temporary measure is not effective the Engineering Division will revisit the analysis and development of strategies (Steps 3 and 4) or choose to not continue the process.

Step 9 - City Council Action

Based on the strategy evaluation, City staff members will provide a recommendation to the City Council regarding the proposed traffic management strategy.

Step 10 - Design, Final Assessment Roll and Construction

If the project is approved, City staff prepares and recommends the final project as required under authority granted by Minnesota Statute Chapter 429.

Step 11 - Monitoring

Once a traffic management strategy has been implemented the City will continue to conduct periodic monitoring of the site to collect data for future implementation of strategies and to document the effectiveness of the installed strategy. This program and the associated Toolbox may be amended at any time by the City Council.

5.0 Procedure Details

Step 1 - Study Request (Application)

Citizens may identify candidate streets or areas for traffic improvements. The key to any successful traffic management strategy is choosing the most appropriate tool for the specific situation. The requesting neighborhood must identify the specific street or intersection involved, direction of traffic, day of week, time of day and other important data. Some request may be handled by phone or verbally from citizens to City Staff, which could result in increased police enforcement or placement of the City's speed display equipment. Any requests for permanent traffic management strategies require a written application with 51% of the Project Neighborhood signing the application. Appendix B provides a sample application.

Step 2 - Preliminary Review and Evaluation

The City Engineer will review requests to determine whether or not they should be handled as part of the administrative traffic engineering procedures, construction design process, or police

enforcement of the City. Some requests may be able to be handled within the current Capital Improvement Program such as planned infrastructure improvements or reconstructions. In addition, common requests for increased traffic enforcement, and placement of the temporary variable speed display equipment are commonly handled by the City Traffic Safety Committee.

Review of requests will consist of comparing the identified street characteristics with the following initial criteria:

- The street in question must be classified as a Local Street in the City of Roseville (see Appendix C for roadway jurisdiction map).
- The requests must be related to speeding, Excessive Traffic Volumes, crashes, Cut-through Traffic, truck traffic, non-motorized transportation safety or other related impacts on a Local Street.

If it is determined that the request falls under the function of the TMP, then Step 3 will be initiated. If not, the request shall be followed up as appropriate by the City Engineer as part of the Department's normal function, including coordination with the Police, Fire, or Public Works Departments as needed.

Step 3 - Data Collection and Traffic Study

If it is determined that the request falls under the guidelines of the TMP, the City Engineer will conduct an engineering study. The study will include the following actions:

Define Benefited Area/ Affected Area

The definition of the Benefited Area and Affected Area sets up the project boundaries and will be used to determine neighborhood support during the petition process and for the assessment process if a strategy is implemented.

Data Collection

Traffic data collection will include (as appropriate based on identified problem) one or more of the following:

- Traffic volume counts (24 hour counts in 15 minute increments, truck volume counts)
- Non motorized transportation counts
- Speed surveys
- Cut-through Traffic estimates
- Crash information (three years minimum- 5 years recommended)
- Roadway Geometry (sight distance, lane configuration, etc.)
- Land Use Mix (density of residential and presence of sidewalks, pedestrian generators such as schools, parks, bus routes, unique features)

Evaluation of Traffic Data

From the data collected the traffic problems associated with the neighborhood street can be documented. The documentation will be valuable in the development of possible traffic management strategies.

From the data collected the City will also be able to rank the potential projects for further study. Table 1 provides the ranking criteria. This ranking will be beneficial if the number of request submitted is beyond the fiscal and staffing ability of the city. By ranking requests based on the criteria set forth in Table 1, the city can prioritize projects to focus funding accordingly.

TABLE 1: Traffic Management Request Ranking Criteria	
Pathway adjacent to Benefited Area (0 to 100 points)	None +100 All of 1 side +50 All of 2 sides +0
Public school yard, parks, playground development adjacent to Benefited Area (0 to 200 points)	None +0 All of 1 side +100 All of 2 sides +200
Residential development adjacent to Benefited Area (0 to 100 points)	None +0 All of 1 side +50 All of 2 sides +100
Number of reported correctable crashes based on up to 5 years of available data (0 to 200 points)	20 per crash; maximum of 200 points
Average residential density adjacent to Benefited Area (0 to 50 points)	0 dwelling units per 100 lin. ft. = 0 points 5+ dwellings units per adjacent 100 lin. ft. = 50 points
85 th Percentile speeds 5 mph over posted speed limit (0 to 200 points)	Yes - +200 No - +0
Average Daily Traffic Volumes - ADT (0 to 200 points):	ADT divided by 10; maximum 200 points For intersection, street segments or multiple streets, use higher volume street
Percent of potential assessment properties supporting project by petition (180 to 300 points)	3 points per percent; maximum 300 points

Step 4 - Develop/Evaluate Traffic Management Strategies

Using the data collected during the development of the traffic study and applying recognized traffic engineering standards, the City Engineering Division will recommend the use of one or more neighborhood traffic management strategies. A "toolbox" of strategies is included in Section 6.0 of this plan. While it is not inclusive of all strategies, it provides a summary of the most applied and successful strategies as documented in the research summarized in Appendix C. The toolbox includes a brief description of the strategy, its effects on volume, speed, noise, and safety, a discussion of its advantages and disadvantages and design considerations. The following strategies are included in the toolbox:

Traffic Control Devices

- One-Way Streets
- Stop Sign Implementation
- All-Way Stop Sign Implementation
- Parking Restrictions
- Pavement Markings/ Crosswalk Striping
- Speed limits

Roadway Adjustments

- Narrowing Lanes
- Intersection Chokers
- Mid-Block Narrowing
- Chicane
- Sidewalks

Vertical Elements

- Speed Tables
- Raised Crosswalk
- Median Barrier
- Traffic Circle
- Street Closure
- Full/ Diagonal Diverter
- Partial Diverter

Enforcement

- Increased Enforcement
- Variable Speed Display Board

Management Strategy Effectiveness

As stated earlier, traffic management strategies are not universally applicable or effective at solving all problems. The Institute of Transportation Engineers has collected data on the effectiveness of traffic management strategies implemented throughout the United States. Table 2 provides a summary of this data and can be useful in the selection of appropriate traffic management strategy to implement. Along with the information provided in Table 2 on effectiveness, the following are some other effectiveness considerations:

- Traffic control devices, by themselves, are almost never effective at reducing traffic volumes or vehicle speeds.
- Enforcement can be effective if applied regularly and over an extended period of time.
- In most cases, enforcement will result in local citizens being ticketed.
- Roadway adjustments (narrowing) have proven to be moderately effective but at high implementation costs.
- Vertical elements (primarily speed humps/bumps) have proven to be moderately effective but neighborhood acceptance has been mixed.
- The combination of enforcement plus other strategies has proven to be the most effective approach.

The following terms are used in Table 2:

- Poss- it is possible that this strategy will affect the problem.
- Yes- it is expected that this strategy will affect the problem.
- No- this strategy will have no effect on this problem.

TABLE 2 Management Strategy Effectiveness	Volume Reduction	Speed Reduction	Safety Improvement	Increase in Air / Noise Pollution	Emergency Access Issues	Access Restriction	Increased Maintenance Efforts	Cost
Traffic Control Devices								
One-Way Streets	Poss	No	Poss	No	Poss	No	Poss	Low
Stop Sign Implementation	No	No	No	Yes	Yes	No	No	Low
All-Way Stop Implementation	No	No	Poss	Yes	No	No	No	Low
Parking Restrictions	No	No	Poss	No	No	No	No	Low
Pavement Markings/ Crosswalk Striping	No	No	No	No	No	No	No	Low
Speed limits	No	No	No	No	No	No	No	Low
Roadway Adjustments								
Narrowing lanes	No	Poss	Poss	No	No	No	No	Mid
Intersection Chokers	No	Poss	Yes	No	Poss	No	No	High
Mid-Block Narrowing	No	Poss	Poss	No	No	No	No	Mid
Chicane	Poss	Poss	No	No	No	No	Yes	High
Sidewalks	No	No	Poss	No	No	No	Poss	Mid
Vertical Elements								
Speed Humps/ Tables	Poss	Yes	Poss	Poss	Poss	No	Poss	Mid
Raised Crosswalk	Poss	Yes	Poss	Poss	Poss	No	Poss	Mid
Median Barrier	Yes	Poss	Poss	No	Yes	Yes	Poss	High
Traffic Circle	No	Poss	Poss	No	Poss	No	Yes	High
Street Closure	Yes	Poss	Poss	No	Yes	Yes	Poss	High
Full/ Diagonal Diverter	Poss	Poss	Poss	No	Yes	Yes	Poss	High
Partial Diverter	Poss	Poss	Poss	No	No	Yes	Poss	High
Enforcement								
Increased Enforcement	No	Yes	Poss	No	No	No	No	Mid
Variable Speed Display Board	No	Yes	Poss	No	No	No	No	Low

Cost Estimate and Funding

For the purpose of discussions with affected citizens, a cost estimate will be developed for the recommended strategy. The following cost sharing will occur with an approved traffic management strategy:

- City of Roseville will pay the cost of administrative work, traffic study and data collection.
- If the traffic study requires expertise that is not available in house, the City may need to hire a consultant to complete the traffic study. If this occurs, the cost for the study will be incorporated into the 25/75 cost share described below.
- City of Roseville pays 25% of the construction and installation costs of major strategies while the neighborhood affected will pay 75% of the cost (minor items such as installation of a limited number of signs or painting of crosswalks and other pavement markings would be assumed completely by the City) Construction cost includes direct engineering, legal and project administration.

Costs associated with implementing traffic management strategies vary significantly from just over \$250 for installing a speed limit sign to \$10,000 or more for a landscaped median construction. Table 3 provides a summary of typical implementation costs for traffic management strategies.

TABLE 3
Typical Costs

Type of Implementation	Unit	Unit Cost (2012)	Maintenance cost
Warning Signs	Per sign	\$250	Replace every 10 yrs average
Pavement Markings - Roadway Striping - Crosswalk Striping	Per linear foot Per crosswalk	\$1 \$150	Same Cost every 3 years to refresh paint
Street Lighting	Per fixture	\$7,500	\$150/ year
Raised Crosswalk	Per crosswalk	\$4,000	\$500/ year
Speed Humps/ Table	Per table	\$5,000	\$500/ year
Mid-Block Choker	Per choker	\$5,000	\$500/ year
Intersection Choker	Per approach	\$5,000	\$500/ year
Mid-Block Speed Table	Per table	\$7,500	\$500/ year
Intersection Speed Table	Per intersection	\$25,000	\$500/ year
Traffic Circle	Per intersection	\$15,000	\$1,000/ year
Center Island	Per approach	\$15,000	\$1,000/ year
Half Closures	Per intersection	\$40k to \$60k	\$500/ year
Full Closures	Per intersection	\$120,000	\$1,000/ year
Sidewalk (6 ft concrete)	Per Foot	\$81	\$1.10
Trail (8 ft Bituminous)	Per Foot	\$70	\$1.14

Source: City of Minneapolis & ITE, Traffic Calming - State of the Practice

While the city will cost share only the implementation costs, the consideration of future maintenance costs are also a factor for determining the most appropriate strategy. While the implementation of a traffic sign may appear to be the least expensive option at only \$250, the additional per year cost of annual maintenance needs to be considered. A comparison of the annual costs for the most common strategies for speed reduction, increased enforcement and speed humps, is included in Table 3.

Step 5 - Receive Neighborhood Feedback

After the completion of the traffic study and the development and evaluation of potential strategies, the city will either hold a Neighborhood Meeting or distribute a letter to inform the community on the process and results of the traffic study and provide information on the recommended strategies. Based on the engineering study and input from citizens, the city will make a preliminary determination and recommendation for the need of traffic management strategies.

Step 6 - Traffic Management Strategy Recommendation and Approval

Once the traffic study results, management strategies, and cost estimates have been provided to Affected Neighborhood citizens, a survey/petition will be circulated to ascertain whether or not the neighborhood approves of the recommended strategy and are willing to cover the potential costs of implementation.

In order to proceed further with the implementation of the proposed strategy:

- A minimum of 65% of the Benefited Area must be in support.
- A minimum of 51% of the Affected Neighborhood must be in support.
- Each household is entitled to one signature.
- If no response is received from a property, it shall be considered a negative response.

If these thresholds are not met, the request shall be followed up as appropriate by the City Engineer as part of the Department's normal function, including coordination with the Police, Fire, or Public Works Departments as needed.

Once approval is obtained from the neighborhood the strategy will be presented to the City Council for approval.

Step 7 - Implement Temporary Strategy and Monitor

In most cases, the strategy will be implemented with temporary materials and remain in place for approximately three to six months depending on the type of improvement. The strategy will be evaluated to determine if it addresses the identified problems and is consistent with the Neighborhood Traffic Management Program goals. During the test period citizens may provide comments to the City Engineering Division regarding the improvement. At any time during this test phase appeals of the decision for installing the strategy can be submitted and forwarded to the City Engineer.

If it is determined that it is not practical to install a temporary strategy, this step can be eliminated.

Step 8 - Strategy Evaluation

If it is determined that the temporary strategy does not achieve the intended goals of reducing speeds, cut through traffic or other identified problems, the City Engineering Division will review other potential strategies and recommend the elimination of all strategies or test the installation of a different strategy.

When it is determined that a temporary strategy is effective, the City Council will be asked to order the preparation of a Feasibility Report for the installation of a permanent form of the approved traffic management strategy.

Step 9 – City Council Action

Based on the strategy evaluation and survey, City staff members prepare a feasibility report and recommendations for the City Council. The report outlines the process followed, includes the project findings, states the reasons for the recommendations and includes a preliminary assessment roll. The feasibility report and preliminary assessment roll will be presented for a recommendation by the Public Works Environment and Transportation Commission (PWETC) before final action by the City Council. If the feasibility report is adopted and the preliminary assessment roll is approved by the City Council, the project is ordered. If the feasibility report and preliminary assessment roll are not adopted by the Council, the plans and specifications will not be ordered and the project will be terminated. The project will thereafter be removed from the list and the Benefited Area is not allowed to reapply for a same or similar study for five years.

Step 10 – Design, Final Assessment Roll and Construction

Final design and construction supervision are administered by the City and are generally completed within 12 months after final approval and assessment by the City Council. City staff prepares and recommends the final assessment roll as required under authority granted by Minnesota Statute Chapter 429.

Step 11 - Monitoring and Future Actions

The City will conduct periodic monitoring of the fully installed traffic management strategy to determine if the project continues to provide effective improvement to the neighborhood. The monitoring will be conducted at the discretion of the City based on available funding, staffing levels, and resident comments.

If monitoring shows that the implemented strategy fails to achieve the intended goals it may be removed.

Legal Considerations

From the local government perspective, the legal issues surrounding traffic management strategies fall into three categories: statutory authority, constitutionality, and tort liability. First, the local government must have legal authority to implement traffic management strategies on a given roadway (statutory authority). Second, the local government must respect the constitutional rights of affected landowners and travelers on the roadways (constitutionality). And finally, the local government must take steps to minimize the risk to travelers from the installation of traffic management strategies (tort liability). Through documentation of the entire process, including the collection and evaluation of traffic data, the decision process, and interaction with the public, the Roseville Traffic Management Program can minimize potential legal difficulties.

Appeals

Decisions of staff can be appealed to the City Council. The appeals process will follow established City procedures.

Removal

The Traffic Management Program is intended to avoid the costly installation and later costly removal of traffic management strategies. On occasion, however, it may be determined to be desirable to remove a traffic management strategy installed under the Program.

If the removal is City initiated due to safety/ crash/ complaint issues, the removal will be at City expense. If the removal request is at the request of the Benefited Area, the removal will be charged to the property owners in the defined Benefited Area. The request will be processed generally using the same procedures as outlined in this program requiring written request and appropriate neighborhood approval.

6.0 Traffic Management Strategy Toolbox

The following Toolbox provides information on a variety of traffic management strategies. Each strategy includes information on its purpose, its effectiveness for solving different types of traffic problems, and a summary of advantages and disadvantages for implementation. The toolbox has been organized into types of strategy as follows:

Traffic Control Devices - the use of common traffic control devices, such as signing and pavement markings, to solve neighborhood traffic problems. Included in this category are:

- One-Way streets
- Stop Sign Implementation
- All-Way Stop Sign Implementation
- Parking Restrictions
- Pavement Markings/ Crosswalk striping
- Speed Limits

Roadway Adjustments - there are multiple strategies for traffic management that change the appearance of the roadway including:

- Narrowing lanes
- Intersection Chokers
- Mid-Block Narrowing
- Chicane
- Sidewalks

Vertical Elements - introducing vertical elements to the roadway, either as obstacles for vehicles to drive over or around, are common traffic management strategies. These include:

- Speed Humps/ Tables
- Raised Crosswalks
- Median Barrier
- Traffic Circles
- Street Closure
- Full/ Diagonal Diverter
- Partial Diverter

Enforcement - there are two options for using enforcement as a traffic management strategy: increase police enforcement and the use of Variable Speed Display Boards.

Purpose

Conversion of two-way streets to one-way operation for purposes of residential street traffic control take three forms:

CASE #1 - Divergent and convergent one-way residential streets to reduce direct through routes impacting the neighborhood.

CASE #2 - Alternating one-way streets throughout a portion of a grid system to gain safety advantages of one-way operations.

CASE #3 - Creating a one-way couplet by paring a residential street with a nearby thru street to create a corridor for thru traffic



R6-1



R6-2

Source: FHWA Manual on Uniform Traffic Control Devices

Effects

Volumes Case #1 – reduces traffic volumes where thru traffic is a problem
 Case #2 – no significant effect on traffic volumes
 Case #3 – increases volumes on one street and reduces volumes on adjacent streets

Speed May increase speeds due to improved motorist comfort levels.

Traffic Noise and Air Minimal effect except in Case #1 which creates longer, circuitous routes for local traffic.

Traffic Safety One-way streets result in fewer potential conflicting movements, improving safety.

Advantages

- Possible increased parking
- Inexpensive to implement
- May reduce traffic volumes
- May increase roadway capacity

Disadvantages

- May be considered inconvenient for residents
- Possible increase in speeds
- May increase volumes on other streets

Problems Targeted

- High traffic volumes
- High crashes due to conflicting movements

Design

- One way streets can be used in combinations that force turns every few blocks to minimize speeding or cut-through problems

Purpose

Regulatory sign that is used to assign right-of way at an intersection. Only recommended for installation if specific guidelines are met in accordance with the Minnesota Manual on Uniform Traffic Control Devices (MnMUTCD). Stop signs should not be used for speed control or volume reduction and should not be installed on the major street unless justified by an engineering report.



R1-1

Source: FHWA Manual on Uniform Traffic Control Devices

Effects	
<i>Volumes</i>	Little or no effect.
<i>Speed</i>	Little or no reduction in speed, speed possibly increases due to drivers speeding up to make up for time lost at the stop sign.
<i>Traffic Noise and Air</i>	Noise is increased near the intersection due to the increase activity of acceleration. Air quality worsens due to deceleration, idling and acceleration.
<i>Traffic Safety</i>	Possible increase in crashes, possibly due to the stop signs being unexpected or deemed unnecessary, therefore encouraging rolling stops or by instilling a false sense of security in crossing motorists and pedestrians.
Advantages	• Inexpensive installation costs (do require continual maintenance costs). • Defines driver's right-of-way. • Increase opportunity for pedestrians to cross the roadway. • May discourage cut-through traffic.
Disadvantages	• Can cause negative traffic safety impacts if sign is not warranted. • May result in mid-block speeding • Increasing levels of intersection control are associated with increased frequency of crashes. • Difficult to enforce full stop control compliance. • Could result in increase in speeds between the signs as drivers try to make up for lost time.
Problems Targeted	• At intersections where right-of-way is confusing.
Design	• Guidelines need to be met as established in the Minnesota Manual on Uniform Traffic Control Devices. • In most cases the street carrying the lowest volumes should be stopped to minimize the number of vehicles stopping.

Purpose

The All-Way STOP condition is primarily intended to address either a higher than expected intersection crash frequency or to be an interim measure at locations that have demonstrated a need for a traffic signal installation, but where the signal cannot be installed in a reasonable period of time. It is a common belief that installing STOP signs on all approaches of an intersection will result in fewer crashes. Research indicates that average crash frequency at All-Way STOP controlled intersection is 50% higher than thru/STOP intersections. Also, there is no evidence to suggest that STOP signs decrease travel speeds.



R1-1

Source: FHWA Manual on Uniform Traffic Control Devices

Effects	
<i>Volumes</i>	Little or no effect.
<i>Speed</i>	Little or no reduction in speed, mid-block speed possibly increase.
<i>Traffic Noise and Air</i>	Little or no effect.
<i>Traffic Safety</i>	In most cases, the installation of an All-Way STOP will increase the frequency of crashes. Only in those rare cases where the number of crashes with the thru/ STOP control is unusually high, is the forecast of safety improvement probable.
Advantages	• Inexpensive installation costs (do require continual maintenance costs). • Defines driver's right-of-way. • Increase opportunity for pedestrians to cross the roadway. • May discourage cut-through traffic.
Disadvantages	• Can cause negative traffic safety impacts if sign is not warranted. • May result in mid-block speeding. • Increasing levels of intersection control are associated with increased frequency of crashes. • Difficult to enforce full stop control compliance. • Could result in increase in speeds between the signs as drivers try to make up for lost time.
Problems Targeted	• Unusual conditions at intersection including crash frequency, turning patterns, delay and pedestrian conflicts.
Design	• Traffic volumes and crash frequency thresholds need to be met as established in the Minnesota Manual on Uniform Traffic Control Devices. • The most effective deployment of the All-Way STOP condition is at intersections where the volume of traffic on the major and minor roads is approximately equal.

Parking Restrictions

Purpose

Parking restrictions can assist in improving residential street safety in two ways:

- 1) Clearance No Parking Zones to improve sight lines at intersections and crosswalks
- 2) Extended No Parking Zones to improve visibility of and for pedestrians along the length of the block.



Source: FHWA Manual on Uniform Traffic Control Devices

Effects	
<i>Volumes</i>	Little or no effect.
<i>Speed</i>	Minimal changes unless there are extended No Parking Zones that can create the potential for increased speeds.
<i>Traffic Noise and Air</i>	Little or no effect.
<i>Traffic Safety</i>	Increasing sight line distances reduce right angle conflict between vehicles at intersections, alleys and driveways.
Advantages	• Can reduce some types of accidents (late evening hit and run parked vehicle accidents and crashes related to parking maneuvers).
Disadvantages	• In area where on-street parking is at capacity and there is no alternative off street parking additional restriction to parking can be controversial to residents.
Problems Targeted	• Non-Residential parking intrusion.
Design	• Should review the impacts of parking on surrounding streets.

Purpose

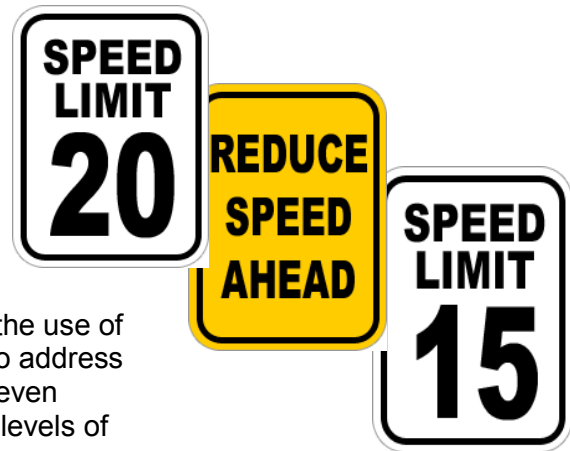
Provide a designated, marked location for pedestrians to cross residential street and make drivers more aware of potential pedestrian conflicts.



Effects	
<i>Volumes</i>	No effect
<i>Speed</i>	No effect
<i>Traffic Noise and Air</i>	No effect
<i>Traffic Safety</i>	Research has shown that marked crosswalks at uncontrolled intersection are unrelated to pedestrian safety.
Advantages	• Reasonably effective at identifying locations with potential pedestrian conflicts. • Helps to concentrate pedestrian activities at specific intersection and on specific legs of intersections.
Disadvantages	• At uncontrolled intersections, appears to create a false sense of security in pedestrians – the 8" white line will stop the oncoming 4,000 pound vehicle. • Costly to maintain. • Not required to establish legal cross-walk locations.
Problems Targeted	• Concentrating pedestrian crossing activities, particularly when combined with other strategies such as advanced warning signs, systems of sidewalks, enforcement, etc.
Design	• Marking cross walks is not necessary to establish legal crossing locations and is unrelated to pedestrian safety. • Marked crosswalks may be part of a program to designate walking routes and concentrate pedestrian crossings when combined with other strategies.

Purpose

Speed limits are determined by the Minnesota Department of Transportation (consistent with State Statutes) based on an analysis of the actual speed profile of the road. The basic premise of Minnesota's law is that the majority of motorists will pick a safe and reasonable speed given the horizontal and vertical design of the street, locations of driveways, sidewalks, obstructions, and the use of the street by pedestrians. Lowering the speed limit to address speeding in a neighborhood has never proven to be even moderately effective without also including very high levels of enforcement.

**Effects**

Volumes Little or no effect.

Speed Drivers generally ignore posted speed limits and travel at speeds which the drivers consider reasonable.

Traffic Noise and Air Little or no effect.

Traffic Safety Effects of speed limit changes on traffic safety on local residential streets have not been reported. Research suggests that crash frequencies on urban roadways are unrelated to vehicle speeds.

Advantages

- Research indicates that when speed limits are set at or near the 85th percentile speed, roadway crash frequencies are at a minimum.

Disadvantages

- Speed limits on urban roadways are either set by Statute or by MnDOT.
- Research indicates that crash frequencies on urban roadways are unrelated to vehicle speeds.

Problems Targeted

- High speeds through residential neighborhood

Design

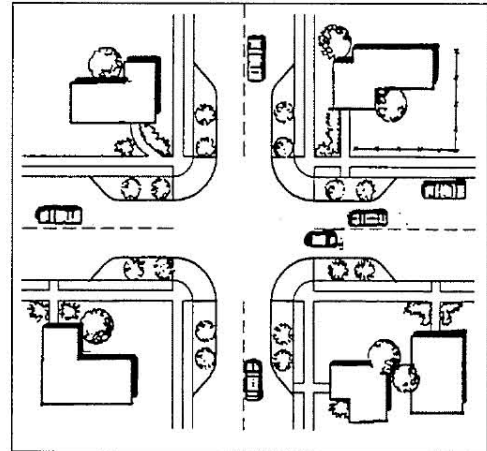
Purpose

The reduction of the typical pavement width along a roadway. The narrowing can be achieved physically by removing part of the pavement surface or by simply using pavement markings to indicate narrow travel lanes.

Effects	
<i>Volumes</i>	Little or no effect.
<i>Speed</i>	Possible reduction in speed.
<i>Traffic Noise and Air</i>	Little or no effect.
<i>Traffic Safety</i>	Potential for improved pedestrian safety due to shorter street crossing times, but at the same time bicycle safety may be compromised by physically removing part of the pavement surface.
Advantages	• Use of pavement markings to narrow street is relatively inexpensive (\$0.20 per lineal foot). • Narrowing of street may provide opportunity for street beautification programs.
Disadvantages	• May require the prohibition of on-street parking causing hardship or inconvenience for residents. • May result in shifting volumes to adjacent streets if number of lanes is reduced
Problems Targeted	• Wide residential streets where speed reduction is desired. • Excess street volume on multilane streets.
Design	• Must not create significant impact due to loss of parking.

Purpose

Narrowing of the street at an intersection to constrain the width of the traveled way. They provide shorter pedestrian crossing distances and provide protection to the beginning of a parking lane. The driver also senses the roadway narrowing when approaching one of these measures, which can result in speed reduction and a reminder that the driver is entering a residential area.

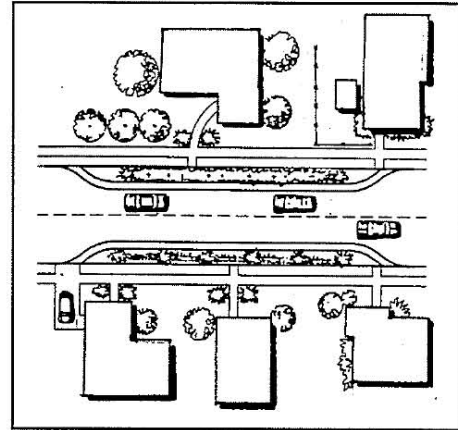


Source: Institute of Transportation Engineers
Traffic Calming: State of Practice

Effects	
<i>Volumes</i>	Little or no effect.
<i>Speed</i>	Minimal changes.
<i>Traffic Noise and Air</i>	Little or no effect.
<i>Traffic Safety</i>	Potential for improved pedestrian safety due to shorter street crossing times, but at the same time bicycle safety may be compromised by physically removing part of the pavement surface.
Advantages	• Good for pedestrians due to shorter crossing distance • Provides space for landscaping and neighborhood "gateway". • Should not affect emergency response time. • Minimal inconvenience to drivers.
Disadvantages	• May require the prohibition of on-street parking causing hardship or inconvenience for residents. • May cause bicyclists to travel in same traffic lane as vehicles. • May require redesign of drainage system.
Problems Targeted	• Mid- block locations with speeding and/or cut-through traffic
Design	• There must be adequate turning radius for emergency vehicle access especially on narrow streets. • Drainage structures must be relocated to fit into new curb line.

Purpose

Segment(s) of roadway narrowing where curbs are extended toward the center of the roadway on one or both sides of the street to constrain the width of the traveled way. They provide shorter pedestrian crossing distances and provide protection to the beginning of a parking lane. The driver also senses the roadway narrowing when approaching one of these measures, which can result in speed reduction.



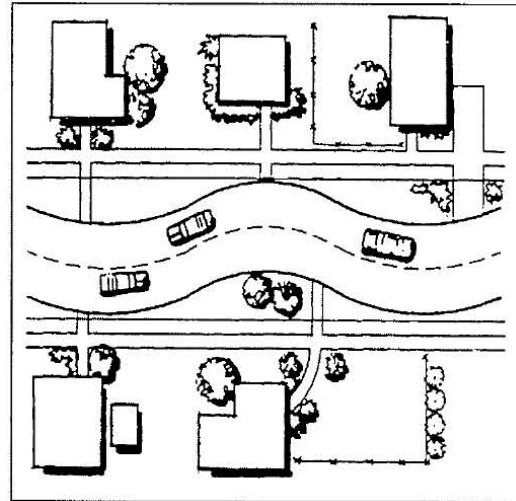
Source: Institute of Transportation Engineers
Traffic Calming: State of Practice

Effects	
<i>Volumes</i>	Little or no effect.
<i>Speed</i>	Minimal changes.
<i>Traffic Noise and Air</i>	Little or no effect.
<i>Traffic Safety</i>	Potential for improved pedestrian safety due to shorter street crossing times, but at the same time bicycle safety may be compromised by physically removing part of the pavement surface.
Advantages	• Good for pedestrians due to shorter crossing distance. • Provides space for landscaping. • Does not affect emergency response time. • Minimal inconvenience to drivers.
Disadvantages	• May require the prohibition of on-street parking causing hardship or inconvenience for residents. • May create drainage issues where curb and gutter exist. • May create diversion for bicyclists.
Problems Targeted	• Mid- block locations with speeding and/or cut-through traffic.
Design	• Must not significantly impede emergency vehicle access. • Drainage structures must be relocated to fit into new curb line.

Purpose

Curvilinear reconstruction involving the introduction of curvatures on previously straight alignment. Curvilinear reconstruction can be accomplished in two different ways:

1. Reconstruct the street with a curved centerline alignment and a uniform roadway width.
2. Introduce chokers or other types of barriers on alternate sides of the street to create a serpentine travel path.

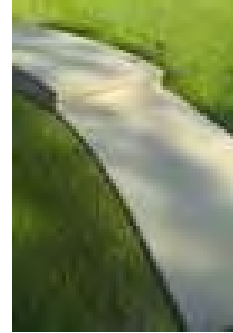


Source: Institute of Transportation Engineers
Traffic Calming: State of Practice

Effects	
<i>Volumes</i>	Possible reduction in volumes.
<i>Speed</i>	Possible reduction in speeds.
<i>Traffic Noise and Air</i>	Little to no effect.
<i>Traffic Safety</i>	Little or no effect.
Advantages	• Possible reduction in volumes and speed. • No restriction in access to residents. • Can be landscaped enhanced. • Less disruptive for emergency vehicles than speed humps.
Disadvantages	• Curbside parking must be prohibited in some locations. • Winter maintenance problems. • Possible impacts to drainage. • High cost of reconstruction.
Problems Targeted	• Excessive speeds.
Design	• Not appropriate for narrow streets (24 feet is appropriate width). • Drainage structures must be relocated to fit into new curb line.

Purpose

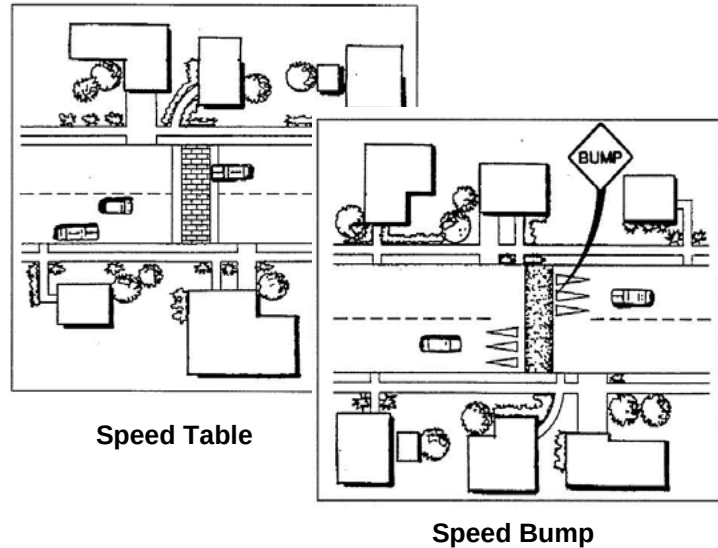
Sidewalks are intended to provide pedestrians with a safe walking location when traffic volumes or vehicle speeds make walking on the street potentially dangerous.



Effects	
<i>Volumes</i>	No Effect.
<i>Speed</i>	No Effect.
<i>Traffic Noise and Air</i>	No Effect.
<i>Traffic Safety</i>	Possible decrease in pedestrian crashes.
Advantages	• Separates pedestrians and vehicles. • Very effective at reducing pedestrian/vehicle conflicts.
Disadvantages	• Moderately costly to implement. • Requires systematic deployment to achieve high levels of effectiveness. • Increased maintenance efforts. • Mixed neighborhood acceptance.
Problems Targeted	• High levels of pedestrian activity, especially at/near pedestrian generators (schools, parks, retail areas, etc).
Design	• Should be installed along all arterials and collectors (because of the traffic volumes and speed) and along residential streets based on providing connections to areas with high levels of pedestrian activity.

Purpose

A physical feature (usually made of asphalt or rubber mounds) that are designed to rise above the roadway surface and extend across the roadway perpendicular to the traffic flow. Typically used to reduce vehicle speeds.

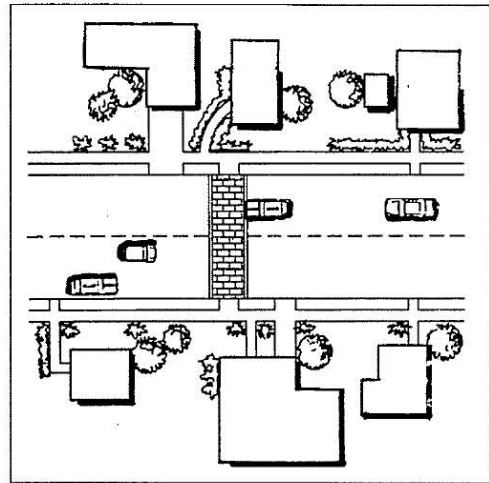


Source: Institute of Transportation Engineers
Traffic Calming: State of Practice

Effects	
<i>Volumes</i>	May reduce traffic volumes.
<i>Speed</i>	Effective in slowing vehicles traveling at typical residential speeds to approximately 5 to 15 mph depending on type installed at the device – may reduce overall speeds by 5 to 7 mph.
<i>Traffic Noise and Air</i>	May have an increase of noise at the bumps/humps.
<i>Traffic Safety</i>	Traffic safety has not been found to be compromised with these devices. Traffic safety benefits can be gained if speeding is involved.
Advantages	• Reduces speeds. • Usually reduces traffic volumes. • Does not require parking removal or interfere with bicycle/pedestrian traffic.
Disadvantages	• Can potentially increase noise. • Can cause traffic to shift to parallel residential or collector streets. • May decrease emergency vehicles response times.
Problems Targeted	• Excessive speed. • High volumes.
Design	• Speed humps are only effective for 250 feet on either side of the hump. Thus, a neighborhood considering speed hump installation would require two to three installations.

Purpose

A raised crosswalk is a speed table designed as a pedestrian crossing, usually at mid-block to provide additional warning of a pedestrian crossing

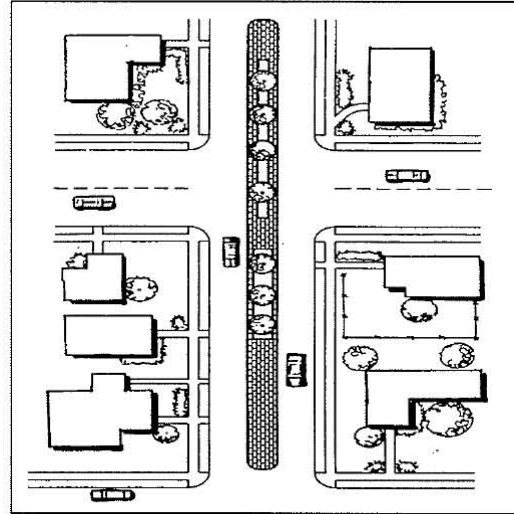


Source: Institute of Transportation Engineers
Traffic Calming: State of Practice

Effects	<i>Volumes</i> Possible reduction in traffic volumes. <i>Speed</i> Decrease in speed at crosswalk. <i>Traffic Noise and Air</i> Possible increase in traffic noise. <i>Traffic Safety</i> May increase awareness of pedestrians.
Advantages	• Speed control at pedestrian crossing. • Increases pedestrian visibility and awareness to driver. • May reduce traffic volumes.
Disadvantages	• Possible increase in noise. • Possible diversion of traffic to other streets. • May impact drainage.
Problems Targeted	• High mid-block pedestrian crossing and excessive vehicle speeds.
Design	• Should be placed in mid-block. • Not appropriate for grades greater than 5 percent. • Most common height is between 3 and 4 inches and typically have ramps 6 feet long.

Purpose

A physical means for preventing left turning traffic on a major street from accessing a local street and through traffic from continuing on that local street. Alternate routes for diverted traffic should be analyzed with regard to traffic carrying capacity and desirability.

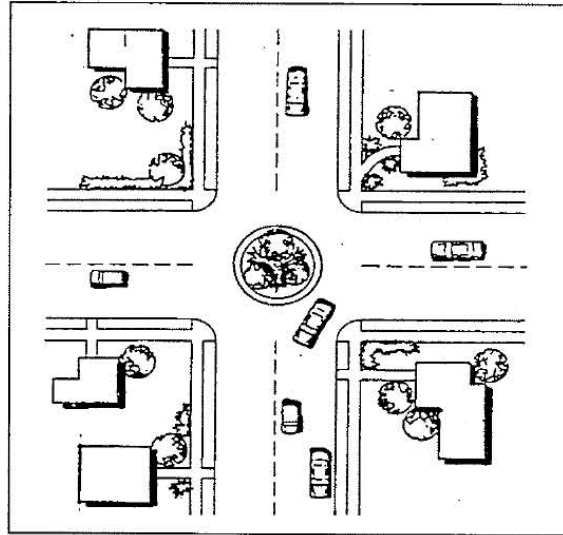


Source: Institute of Transportation Engineers
Traffic Calming: State of Practice

Effects	<i>Volumes</i> Vary depending on proportion of traffic that is prohibited by the median barrier. <i>Speed</i> Small reduction possible. <i>Traffic Noise and Air</i> Little or no effect. <i>Traffic Safety</i> May provide some safety benefits for pedestrians as a safety island for crossing the major street.
Advantages	• Assists in pedestrian crossing. • Prevents vehicles from passing vehicles that are turning right. • May improve safety through access limitations. • Visually enhances the street.
Disadvantages	• Diversion of traffic to other locations possible. • Disrupts continuity of local street system. • Landscaped islands require additional maintenance. • Reduction in access for residents.
Problems Targeted	• Cut through traffic. • Vehicle conflicts.
Design	• Must meet drainage requirements. • Must not significantly impede emergency vehicle access.

Purpose

A traffic circle is a raised geometric control island, frequently circular, in the center of an intersection of local streets. Typically, traffic circles would be about 20 feet in diameter. Traffic traveling through the intersection must avoid the island affecting the path and speed of the traffic.

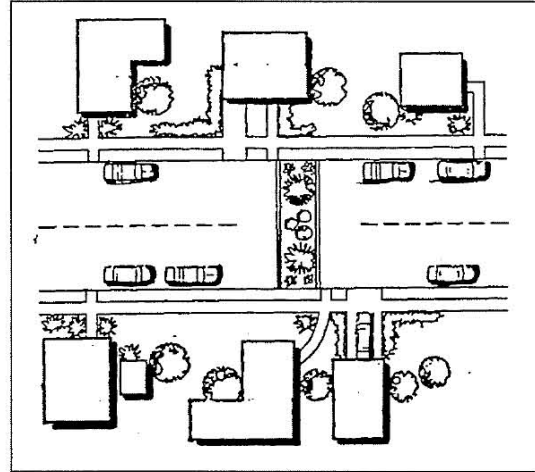


Source: Institute of Transportation Engineers
Traffic Calming: State of Practice

Effects	
<i>Volumes</i>	Little or no effect.
<i>Speed</i>	May reduce speed at intersection.
<i>Traffic Noise and Air</i>	Little or no effect.
<i>Traffic Safety</i>	May decreases vehicle conflicts at intersection.
Advantages	• Reduces speed at intersection approach. • Reduces vehicle conflicts at intersection. • Provides equal access to intersection for all drivers. • Does not restrict access to residents. • Can be landscaped.
Disadvantages	• Some parking restrictions required. • Local experience has found these devices to be ineffective. • Can restrict access for trucks, buses and may increase emergency vehicle response time. • Winter Maintenance.
Problems Targeted	• Excessive speeds. • Crash history at intersection.
Design	• A minimum of 30 feet of curbside parking must be prohibited at each corner of the intersection. • Unsuitable on MSA roads.

Purpose

A street closure, for the purpose of this tool box, is defined as closing a street either at one end or the other, or at a mid block location to eliminate unwanted through traffic.



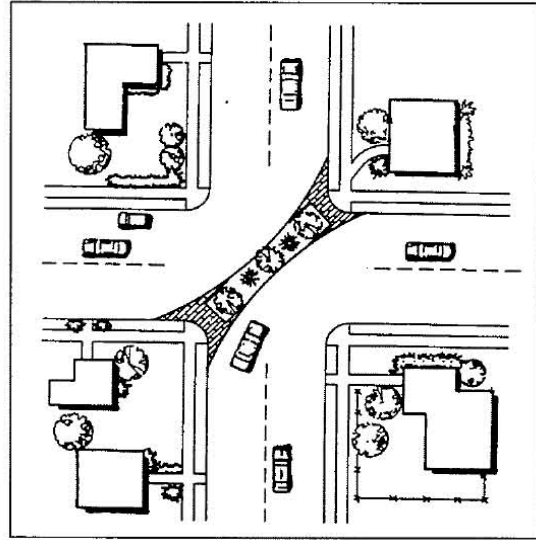
Source: Institute of Transportation Engineers
Traffic Calming: State of Practice

Effects	
<i>Volumes</i>	Reduces through traffic volumes.
<i>Speed</i>	May reduce speed.
<i>Traffic Noise and Air</i>	Little to no effect.
<i>Traffic Safety</i>	May improve safety of street.
Advantages	• Eliminates through traffic. • Possibly reduces speed of remaining vehicles. • Can maintain pedestrian and bike access.
Disadvantages	• Increases emergency vehicle response times. • May cause inconvenience for some residents. • May divert traffic to other streets. • May require additional right-of-way acquisition. • Winter maintenance.
Problems Targeted	• Cut through traffic volumes.
Design	• There needs to be a minimum of 120 foot right-of-way to accommodate the minimum turning radius of 40 feet.

Full / Diagonal Diverter

Purpose

A full diverter, sometimes called a diagonal diverter, is a raised barrier placed diagonally across an intersection that physically divides the intersection and forces all traffic to make a sharp turn.

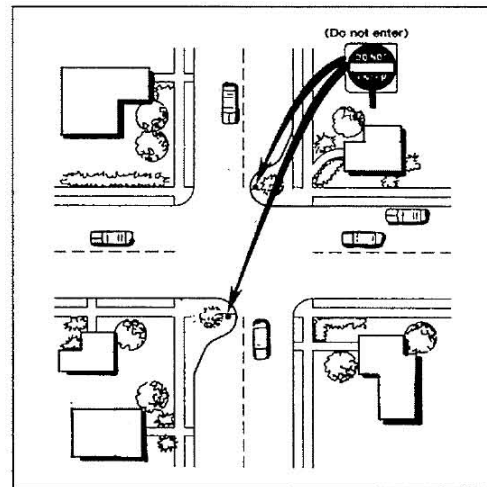


Source: Institute of Transportation Engineers
Traffic Calming: State of Practice

Effects	
<i>Volumes</i>	May decrease traffic volumes.
<i>Speed</i>	May reduce speed.
<i>Traffic Noise and Air</i>	Little or no effect.
<i>Traffic Safety</i>	Possible improvement.
Advantages	• Reduces traffic volumes. • Restricts vehicle access while maintaining bicycle and pedestrian access.
Disadvantages	• Prohibits or limits access and movement. • Restricts access for emergency vehicles. • May impact drainage. • May impact parking.
Problems Targeted	• Cut through traffic. • Speed – forces driver to slow to make the turn.
Design	• The curvature of the diverter is dependent on the intersection roadway widths. • Special care needs to be taken with drainage design. • The intent is to divert traffic to arterial and collector streets. • Needs to be good visibility approaching the diverter for drivers to react and navigate the turn safely.

Purpose

A partial-diverter is the narrowing of a two way street in order to eliminate one direction of travel. The concept can only be used at an intersection and attempts to reroute traffic attempting to use the protected street onto other roadways.



Source: Institute of Transportation Engineers
Traffic Calming: State of Practice

Effects	
<i>Volumes</i>	Reduces traffic volumes in the eliminated direction.
<i>Speed</i>	Possible speed reduction.
<i>Traffic Noise and Air</i>	Little or no effect.
<i>Traffic Safety</i>	Improved pedestrian crossing.
Advantages	• Allows for movement of emergency vehicles. • Reduces traffic volumes. • Allows two-way traffic on the remainder of the street. • Shorter pedestrian crossing at intersection.
Disadvantages	• Parking may be impacted and reduced. • Interrupts street network connectivity. • Emergency vehicles do have to drive around partial closure with care.
Problems Targeted	• Excessive volumes on residential street.
Design	• Care has to be given in the design to not hinder unnecessarily emergency vehicles due to poor design.

Purpose

The effective use of public safety/police personnel to encourage reduced speeds in residential areas. Enforcement usually involves the use of radar to identify speeders and ticket violators.

Speed Watches rely on neighborhood participation to create awareness and, in turn, help control speeds in neighborhoods.



Effects	
<i>Volumes</i>	Little or no effect.
<i>Speed</i>	Speed reduction as long as enforcement is maintained (the “halo” effect of infrequent enforcement is as little as 1 mile or 4 hours).
<i>Traffic Noise and Air</i>	Little or no effect.
<i>Traffic Safety</i>	May reduce overall crashes if speeds are actually reduced.
Advantages	• Easy to implement. • Effective with repetitive enforcement on a non-routine basis. • Speed Watch programs have been perceived positively by neighborhood, even in areas where significant speed reductions were not measured. These types of programs may make neighborhoods find that they do not actually have a speeding problem.
Disadvantages	• Not self-enforcing; temporary measure, dependent on resources. • Expensive and not always desirable to use police for traffic enforcement due to budget and manpower constraints.
Problems Targeted	• Speeding. • Moving vehicle violations. • Running stop signs.
Design	• The locations of implementation should be clearly identified to minimize the time spent enforcing and maximize the resultant speed reduction. • Actual speed surveys should be used to narrow problem to specific time (day of the week, time of day) and location.

Variable Speed Display Board

Purpose

A portable speed display board wired to a radar provides passing motorists their travel speed along with the speed limit. The display can help raise driver awareness, encourage compliance, and direct driver's attention to the posted speed limit. The purpose is to remind drivers that they are speeding to help encourage compliance.



Effects	
<i>Volumes</i>	Little or no effect
<i>Speed</i>	Lower observed speeds when device is present
<i>Traffic Noise and Air</i>	Little or no effect
<i>Traffic Safety</i>	There is the potential for sudden braking by some motorists.
Advantages	• Portable Display board can be used in various locations enabling residents to borrow and place on their street. • Low cost (\$2,000 to \$11,500 per unit). • Can be used to target timing and location of police enforcement (if data shows excessive speeds at a certain time).
Disadvantages	• Possible concerns with causing conflict between citizens involved (vigilantism). • May only provide short term effectiveness. • Possible vandalism or could encourage aggressive drivers to see how fast they can go. • Needs power to function. • Requires personnel to move and place unit.
Problems Targeted	• Any location where speeding is a problem or where drivers need to be educated about traffic issues in the area.
Design	• Variety of types of variable speed display boards available – some include traffic counting abilities.

Appendix A: Definitions

Affected Neighborhood - Area for a project that is defined as those residences and businesses along local streets that are positively or negatively impacted by excessive through traffic volumes and speeding, or that may be positively or negatively impacted by proposed traffic management strategy.

Benefited Area- The properties expected to receive the majority of the positive impacts from the proposed traffic management strategy and which are subject to assessment for the cost of installation or removal of a NTMP improvement. (Assessed Area) The typical Benefited Area extends from intersection to intersection, but may be adjusted on a project- by- project basis.

Capital Improvement Plan- or CIP is a five year plan, which identifies capital projects and provides a planning schedule.

Chicane – Mainline deviations to deter the path of travel so that the street is not a straight line (by the installation of offset curb extensions). (Also called: Deviations, serpentines, reversing curves, twists, etc.)

Choker – Physical street narrowing to expand sidewalks and landscaped areas; possibly adding medians, on street parking, etc. (Also called: Pinch points, lane narrowing, midblock narrowing, midblock yield points, constrictions.)

Construction Design Process- When a street is identified for reconstruction, staff conducts a review of existing conditions. This review can include public information meetings that solicit feedback regarding traffic concerns. As a part of this process, staff will study existing concerns and suggest strategies to address these concerns.

Cut-through Traffic – Traffic that intrudes into a residential subdivision to avoid congestion or other problem from an arterial, local collector, or other high level street.

Diagonal Road Closures – A barrier placed diagonally across a four-legged intersection, interrupting traffic flow across the intersection. This type of barrier may be used to create a maze-like effect in a neighborhood. (Also called: Diagonal diverter)

Excessive traffic volumes – Daily traffic on a road that is not attributable to expected volumes of traffic generated by property owners that live on that road. Does not apply to arterials, local collectors or other high level street classifications.

Feasibility Report – A report analyzing the recommended type of construction, the estimated construction cost, estimated engineering cost and the estimated assessment.

Infrastructure – Fixed facilities, such as roadways or railroad tracks; permanent structures.

Local Street – A roadway under the jurisdiction of the City of Roseville.

Median Barriers – Raised island or barrier in the center of the street that serves to segregate traffic.

Municipal State Aid (MSA) Route – A designated City roadway that receives state funds as allocated from the State gas tax for maintenance and construction.

Approximately 20 percent of the City roadways are designated as MSA routes. State of Minnesota rules and standards, in addition to local jurisdiction guidelines, apply to these roadways. MSA streets carry higher volumes of traffic and serve as local collector roads.

Non-Local Traffic – Traffic that does not originate from or is not destined to a location within a neighborhood or area.

Non-motorized Transportation – Bicycling, walking, small wheeled transport (skates, skateboards, push scooters and hand carts) and wheelchair travel.

Partial Street Closure – Physical blockage of one direction of traffic on a two-way street. The open lane of traffic is signed “One way”, and traffic from the blocked lane is not allowed to go around the barrier through the open lane. (Half closure.)

Project Neighborhood – Property owners living on Local Streets that request traffic management improvements. Any request for project proposals require a written application with 51% of the Project Neighborhood signing the application. For purposes of application, this includes all property owners abutting the street being requested for study between major intersections. (i.e.: An application for study of Woodhill Drive, between Lexington and Hamline; This segment of road has 18 different property owners. The application must be signed by 10 property owners.)

Radar Speed Display Units – Driver feedback signs that use radar to provide motorists with an instant message, displayed on a reader board, telling them how fast they are driving.

Raised Crosswalk – A speed table designed as a pedestrian crossing, generally used at mid-block locations.

Regulatory Signs – A sign that gives notice to road users of traffic laws or regulations.

Roadway striping – Highlighting various areas of the road to increase the driver’s awareness of certain conditions (e.g., edge of road striping to create a narrowing/slowing effect while defining space for cyclists).

Roundabout – Raised circular areas (similar to medians) placed at intersections. Drivers travel in a counterclockwise direction around the circle. Modern roundabouts are “yield upon entry”; meaning that cars in the circle have the right of way and cars entering the circle must wait to do so until the path is clear. When a roundabout is placed in an intersection, vehicles may not travel in a straight line.

Speed– Speed is defined based on the following classifications:

- a) **Advisory Speed** – A recommended speed for all vehicles operating on a section of highway and based on the highway design, operating characteristics, and conditions.
- b) **Design Speed** – A selected speed used to determine the various geometric design features of a roadway.
- c) **85th-Percentile Speed** – The speed at or below which 85 percent of the motorized vehicles travel.
- d) **Posted Speed** – The speed limit determined by law and shown on Speed Limit signs.

- e) **Statutory Speed** – A speed limit established by legislative action that typically is applicable for highways with specified design, functional, jurisdictional and/or location characteristic and is not necessarily shown on Speed Limit signs.

Speeding – 85th Percentile speed is at least 5 mph over the posted speed.

Speed Hump – Wave-shaped paved humps in the street. The height of the speed hump determines how fast it may be navigated without causing discomfort to the driver or damage to the vehicle. Discomfort increases as speed over the hump increases. Typically speed humps are placed in a series rather than singularly.

Speed Limit – The maximum (or minimum) speed applicable to a section of highway or roadway as established by law.

Speed Table – Trapezoidal shaped speed humps in the street, similar to speed humps.

Street Closure – Street closed to motor vehicles using planters, bollards, or barriers, etc.

Targeted Police Enforcement – Specific monitoring of speeding and other violations by police due to observed, frequent law disobedience.

Traffic Circle – Circular, raised island placed within the middle of intersections, requiring vehicles to divert around them, potentially forcing drivers to slow down as they traverse around the circle. (Similar to roundabouts- not allowed on MSA streets)

Traffic Management – A combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior and improve conditions for nonmotorized street users. Traffic management involves changes in street alignment, installation of barriers, and other physical measures to reduce traffic speeds and cut-through volumes in the interest of street safety, livability and other public purposes. Traffic management strategies are intended to be self-enforcing. Traffic management strategies rely on the laws of physics rather than human psychology to slow down traffic.

Traffic Safety Committee – (City Code Section 601.05) Administrative committee consisting of the City Manager, Director of Public Works, and Chief of Police. The Traffic Safety Committee has the following authority:

- a) To investigate and study all matters relating to vehicular traffic conditions including but not limited to parking, speed, traffic control, and traffic safety hazards.
- b) To implement and provide for the installation of whatever traffic control devices are necessary to improve and promote traffic safety and properly manage the use of City roads.
- c) To study and recommend to other road authorities maintaining roadways within the City corrective measures that may be deemed necessary to address traffic issues that may exist as to those authorities' roads within the City.

Appendix B- Sample Application



Traffic Management Strategy Application

The undersigned resident of properties bordering on: _____

Between the intersections of: _____ and _____

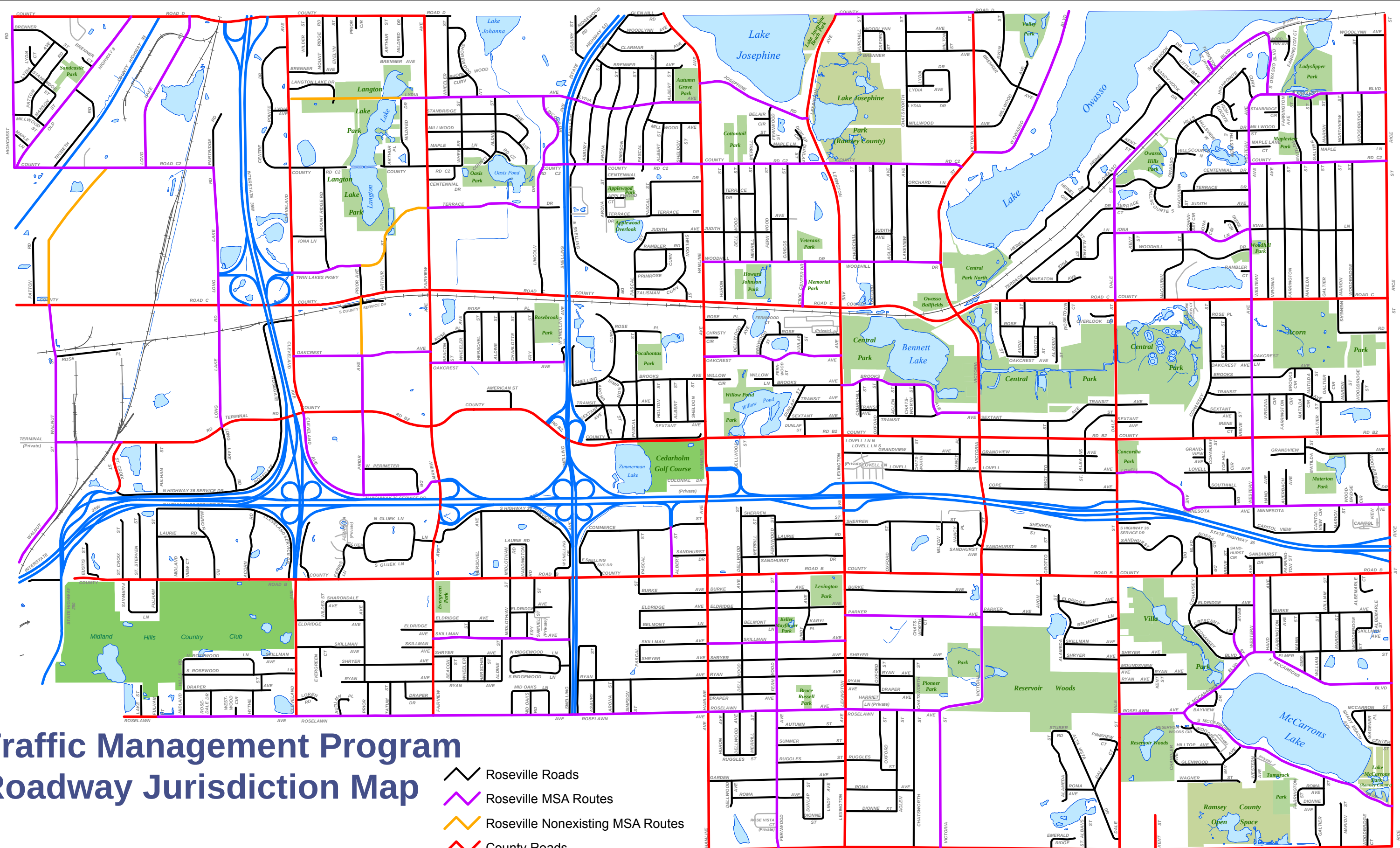
Brief Description of Traffic Related Problem:

Hereby request assistance with traffic related problems.

Signatories should understand that the City of Roseville has determined that benefitted residents shall bear 75% of the cost of installing traffic management strategies.

[illegible]

Appendix C- Roadway Jurisdiction Map



Traffic Management Program Roadway Jurisdiction Map

- Roseville Roads
- Roseville MSA Routes
- Roseville Nonexisting MSA Routes
- County Roads
- State Roads
- Private Roads



Data Sources and Contacts:
* Ramsey County GIS Base Map (7/02/12)
* City of Roseville Engineering Department
For further information regarding the contents of this map contact:
City of Roseville, Engineering Department,
2660 Civic Center Drive, Roseville MN

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 651-762-7076. 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.



ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: August 22, 2016
Item No.: 8.h

Department Approval

City Manager Approval



Item Description: Finance Commission Vacancy

BACKGROUND

Commissioner Justin Rohloff resigned from the Finance Commission. Commissioners are appointed to three year terms. When a person resigns mid-term the City Council declares a vacancy and appoints someone to fulfill the term. This term expires March 31, 2017.

REQUESTED COUNCIL ACTION

Declare a vacancy on the Finance Commission and direct staff to advertise for applications to serve on the commission.

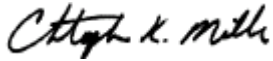
Set a deadline for applications to be due to the City by September 21. Staff would schedule interviews for the September 26 Council meeting, with the Council making an appointment at the October 10 Council meeting.

Prepared by: Carolyn Curti, Communications Specialist

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 08/22/16
Item No.: 8.i

Department Approval



City Manager Approval



Item Description: Consider Renewing the IT Shared Service Agreement with the City of Circle Pines

BACKGROUND

Minnesota State Statute 471.59 authorizes political subdivisions of the State to enter into joint powers agreements (JPA) or shared services agreements for the joint exercise of powers that are common to each.

In 2013 the City Council authorized an IT Shared Service Agreement with the City of Circle Pines. The primary purpose of the Agreement was to provide IT support for telephone and other support services. Recently the City of Circle Pines requested expanding IT services to include the support of their computers, servers and network systems. Previously these services were performed by the Circle Pines City Administrator. The recent retirement of the City Administrator has the City seeking alternative support of their computer and information technology.

The new Agreement continues the current telephony services and additionally extends new services under a new 'Master Agreement/Task Order' format which allows us to better track specific projects or initiatives in addition to the everyday support needs. The revised Agreement is consistent with the format we've used for newly-established collaborations over the last few years.

The financial support from the City of Circle Pines is expected to be approximately \$26,000 annually.

The City of Roseville currently employs 17 full-time employees to administer the information systems for the City of Roseville and 41 other municipal and governmental agencies. The attached Shared Service Agreement has been approved by the City of Circle Pines and is awaiting approval from the Roseville City Council.

POLICY OBJECTIVE

Joint cooperative ventures are consistent with past practices.

FINANCIAL IMPACTS

The proposed agreement provides non-tax revenues to support City operations.

STAFF RECOMMENDATION

Staff recommends the Council approve the attached IT Shared Service Agreement with the City of Circle Pines.

30 **REQUESTED COUNCIL ACTION**

31 Approve the attached Information Technology Shared Service Agreement with the City of Circle Pines
32 for the purposes of sharing the City's IP Telephony system and other support services.
33

Prepared by: Chris Miller, Finance Director

Attachments: A: IT Shared Service Agreement with the City of Circle Pines

INFORMATION TECHNOLOGY SHARED SERVICE AGREEMENT

This INFORMATION TECHNOLOGY SHARED SERVICE AGREEMENT (this "Agreement") entered into by and between the City of Roseville, a Minnesota municipal corporation ("*Roseville*"), and the City of Circle Pines, a Minnesota municipal corporation ("*Circle Pines*") is effective upon the execution of this Agreement by the named officers of both organizations. Roseville and Circle Pines are referred to individually as "Party" and collectively as the "Parties".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2 - EFFECTIVE DATE

The effective date of this Agreement is September 1, 2016 or the last date of signature by all parties, whichever is later and remains in effect until termination, as set forth in Section 3 of this Agreement.

SECTION 3 - TERMINATION

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

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

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

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

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

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

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

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

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

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

SECTION 4 - COORDINATION AND COMMUNICATION

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

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

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

SECTION 5 - DISPUTE RESOLUTION

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

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

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

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

SECTION 6 - INDEPENDENT CONTRACTOR

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

SECTION 7 - ASSIGNMENT/SUBCONTRACTING

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

SECTION 8 - HOLD HARMLESS INDEMNIFICATION

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

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

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

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

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

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

SECTION 9 - NOTICE

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

CIRCLE PINES	City of Roseville
Name: Jim Keinath	Name: Terrence Heiser
Title: City Administrator	Title: Information Technology Manager
Email: jkeinath@ci.circle-pines.mn.us	Email: network.manager@metro-inet.us
Address: 200 Civic Heights Circle Circle Pines, MN 55014	Address: 2660 Civic Center Drive Roseville, MN 55113

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

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

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

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

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

SECTION 10 - SERVICES AND TASK ORDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Performance-related service levels.

(b) Progress towards deliverables.

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

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

SECTION 11 - FINANCIAL TERMS AND PAYMENT PROCESS

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

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

11.3 Invoices shall include:

- (a) Total of all charges represented on the invoice.
- (b) Itemization by Task Order and as further instructed within the Task Order.
- (c) Copies of third-party invoices representing a basis for the invoiced charge.
- (d) Any other detail as may be specified within the related Task Order.

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

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

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

SECTION 12 - PERSONNEL

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

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

reached, the parties agree to follow the dispute resolution procedures set forth in Section 5.

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

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

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

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

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

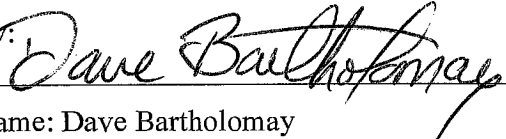
acceptance by the Recipient.

SECTION 13 - TECHNOLOGY PLANNING

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

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

IN WITNESS WHEREOF, Circle Pines and Roseville have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the 1st day of August, 2016.

City of Circle Pines	City of Roseville
By: 	By:
Name: Dave Bartholomay	Name: Dan Roe
Title: Mayor	Title: Mayor
City of Circle Pines	City of Roseville
By: 	By:
Name: Jim Keinath	Name: Patrick Trudgeon
Title: City Administrator	Title: City Manager

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: August 22, 2016
Item No.:8.j

Department Approval



City Manager Approval



Item Description: Approve Quit Claim Deed and Encroachment Easement for 2785 Fairview Ave.

BACKGROUND

In 2009 the City of Roseville purchased right-of-way for the future extension of the Twin Lakes Parkway roadway from the property owner at 2785 Fairview Avenue which split the parcel into three pieces, now referred to as Tracts A, B and C. In order to properly file the new right-of-way and resulting remnant parcel with Ramsey County, the City also created and approved a Registered Land Survey (attached).

The property at 2785 Fairview Avenue is now the subject of a potential land purchase. During the title search for this purchase, some discrepancies were discovered and there is some confusion as to whether or not the City has any interests in Tract C. The current property owner, Hagan Ventures, LLC, has requested that the City issue a Quit Claim Deed in order to declare that the City has no interest in Tract C.

City staff has reviewed the documentation and confirmed that all of our ownership interest as result of the 2009 purchase lies within Tracts A and B, therefore staff recommends the City Council approve the Quit Claim Deed. A memo from Erich Hartmann is attached presenting more details on the request.

It was also discovered that a small corner of the existing building at 2785 Fairview Avenue projects by a very small amount into the right-of-way of Twin Lakes Pkwy (a portion of Tract B on the RLS). Again, to settle all details prior to the purchase of the land, a request has been made to grant an Encroachment Easement for the portion of the building that projects into the right-of-way. The Easement details that the property owner has the right to maintain that portion of the building within the right-of-way and enter the right-of-way for that purpose. It also specifies that if more than 50% of the building is destroyed and/or removed, either willingly by the property owner or by disaster or act of God, the Encroachment Easement is no longer valid.

The encroachment into the right-of-way does not impact the operation or maintenance of Twin Lakes Parkway or the sidewalk along the south side, and therefore staff finds the terms acceptable and recommends Council approve the Encroachment Easement.

FINANCIAL IMPACTS

There are no financial impacts to the City for either the Quit Claim Deed or the Encroachment Easement.

30 **STAFF RECOMMENDATION**

31 Staff recommends that the City Council approve the Quit Claim Deed and the Encroachment
32 Easement for 2785 Fairview Avenue.

33 **REQUESTED COUNCIL ACTION**

34 Approve a Quit Claim Deed for 2785 Fairview Avenue.

35 Approve the Encroachment Easement for 2785 Fairview Avenue.

Prepared by: Marc Culver, Public Works Director

Attachments: A: Resolution
B: Quit Claim Deed
C: Memo from Erich Hartmann
D: Registered Land Survey for subject parcel
E: Encroachment Easement
F: ALTA Survey for 2785 Fairview Avenue

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was duly held on the 22nd day of August, 2016, at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

**RESOLUTION APPROVING ENCROACHMENT AGREEMENT AT 2785
FAIRVIEW AVENUE**

WHEREAS, the City of Roseville is the fee owner of certain real property legally described as follows: Tract B, Registered Land Survey No. 607, Ramsey County, Minnesota ("City Property"); and

WHEREAS, Hagen Ventures, LLC is the fee owner of certain real property legally described as follows: Tract C, Registered Land Survey No. 607, Ramsey County, Minnesota ("Hagen Property"); and

WHEREAS, The building located on the Hagen Property, commonly known as 2785 Fairview Avenue North, Roseville, Minnesota encroaches upon, over, under and/or across a portion of the City Property, as shown on the ALTA \ NSPS Land Title Survey dated February 18, 2016, attached hereto as Exhibit A; and

WHEREAS, Hagen Ventures, LLC has requested, and City has agreed to grant, certain easements for the purpose of permitting the use of the Encroachment Area to keep and maintain the building across and upon portions of the City Property for the benefit of the Hagen Ventures, LLC:

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Roseville approve the Encroachment Agreement drafted by Winthrop & Weinstine, P.A., and attached hereto as Exhibit B, and directs the Mayor and City Manager to execute the same on behalf of the City of Roseville.

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

39 following voted against the same:

40

41 WHEAREUPON said resolution was declared duly passed and adopted.

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 22nd day of August, 2016, with the original thereof on file in my office.

Patrick Trudgeon, City Manager

(SEAL)

(Top 3 inches reserved for recording data)

**QUIT CLAIM DEED
Business Entity to Business Entity****Minnesota Uniform Conveyancing Blanks
Form 10.3.5 (2013)**

eCRV number: _____

DEED TAX DUE: \$ _____

DATE: _____
(month/day/year)FOR VALUABLE CONSIDERATION, City of Roseville

(insert name of Grantor)

a municipal corporation under the laws of Minnesota ("Grantor"),hereby conveys and quitclaims to Hagen Ventures, LLC

(insert name of Grantee)

a limited liability company under the laws of Minnesota ("Grantee"),real property in Ramsey County, Minnesota, legally described as follows:

See Exhibit A attached hereto and made a part hereof.

The total consideration for this transaction is less than \$500.00.

Check here if all or part of the described real property is Registered (Torrens) ☒

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

City of Roseville

(name of Grantor)

By: _____
(signature) Daniel RoeIts: Mayor
(type of authority)By: _____
(signature) Patrick TrudgeonIts: City Manager
(type of authority)

State of Minnesota, County of Ramsey

This instrument was acknowledged before me on _____, by Daniel Roe
(month/day/year) (name of authorized signer)

_____ as Mayor
(type of authority)

and by Patrick Trudgeon
(name of authorized signer)

as City Manager of the City of Roseville, a Minnesota municipal corporation
(type of authority) (name of Grantor)

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Erickson, Bell, Beckman & Quinn, P.A.
1700 West Highway 36
Suite 110
Roseville, MN 55113
651-223-4999

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS
INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)

EXHIBIT A

Legal Description

Tract C, Registered Land Survey No. 607, Ramsey County, Minnesota

(Torrens Property)

Subject to:

1. Provision of the ordinances, building and zoning laws of the City of Roseville and state and federal laws and regulations in so far as they affect this real estate;
2. All easements and interests of record running in favor of the Grantor and/or the public;
3. Easement No. 1058A dated January 25, 1963, filed March 12, 1963 as Document No. 453780;
4. Temporary Construction Easement dated December 23, 2009, filed December 30, 2009 as Document No. 2097364;
5. Encroachment Agreement dated _____, filed _____ as Document No. _____; and
6. All other covenants, conditions, restrictions, easements and declarations of record, if any.

**E
B
B
Q** **RICKSON,
ELL,
ECKMAN &
QUINN, P.A.**

1700 West Highway 36
Suite 110
Roseville, MN 55113
(651) 223-4999
(651) 223-4987 Fax
www.ebbqlaw.com

James C. Erickson, Sr.
Caroline Bell Beckman
Charles R. Bartholdi
Kari L. Quinn
Mark F. Gaughan
James C. Erickson, Jr.
Erich J. S. Hartmann
Natalie B. Staeheli

Robert C. Bell
(1926 – 2014)

TO: The Honorable Mayor Daniel Roe and City Council of the City of Roseville
CC: Mark Gaughan
FROM: Erich J. S. Hartmann
DATE: August 12, 2016
RE: **Quit Claim Deed for Hagen Tract C at 2785 Fairview Ave. N.**
Our File No.: 1011-00196-4

Hagen Ventures, LLC (“Hagen”) has requested a quit claim deed from the City to resolve a title issue concerning the property located at 2785 Fairview Avenue North, legally described as Tract C, Registered Land Survey No. 607, Ramsey County, Minnesota (see enclosed Registered Land Survey No. 607). Tracts A and B are owned by the City for the new Twin Lakes Parkway. Tract C was thought to be owned in fee by Hagen.

Hagen is attempting to sell Tract C, but a title report indicates that the City also has an interest in part of Tract C. We do not have a survey showing exactly which portion of Tract C the City apparently owns. We do know that the area lies generally along the southeast edge of Tracts A and B.

The City purchased Tracts A and B from Hagen in July 2010. We believe the overlapping legal description resulted from a failed initial attempt to acquire approximately—but not exactly—the same property from Hagen using an erroneous legal description. It appears that a quit claim deed was prepared (by an attorney not associated with our office) and filed in late 2009. The erroneous deed was rejected by the Registrar of Titles, but the Certificate of Title for Tract C now states that the City owns a portion of Tract C.

Hagen has now requested a quit claim deed for all of Tract C. I have examined title and conferred with Marc Culver and Pat Trudgeon on this matter. My understanding from those communications is that the City does not need *fee title* to any portion of Tract C; the existing City *easements* are sufficient. Accordingly, I have prepared the enclosed Quit Claim Deed conveying any interest the City may have in Tract C to Hagen, but reserving all easements favoring the City and/or the public.

ERICKSON, BELL, BECKMAN & QUINN, P.A.



Erich J. S. Hartmann

OFFICIAL

REGISTERED LAND SURVEY NO. 607

I, Steven V. Ische, Licensed Land Surveyor, do hereby certify that, in accordance with the provisions of Minnesota Statutes, Section 508.47, have surveyed the following described property situated in the County of Ramsey, State of Minnesota:

The South 550 feet of the East 630 feet of the Northeast Quarter of the Southwest Quarter of Section 4, Township 28, Range 23.

I hereby certify that this Registered Land Survey is a correct delineation of Certificate of Title Number 564489. Dated this 16th day of December, 2009.

Steven V. Ische
Steven V. Ische, Licensed Land Surveyor
Minnesota License No. 22703

ROSEVILLE, MINNESOTA

We do hereby certify that on the 16 day of December, 2009, the City Council of the City of Roseville, Minnesota, has approved this Registered Land Survey.

Wynne A. Klemm
Mayor
Wynne A. Klemm
Clerk

DEPARTMENT OF PROPERTY RECORDS AND REVENUE

Pursuant to Minnesota Statutes, Section 508.47, taxes payable in the year 2009 on the land herein before described have been paid. Also, pursuant to Minnesota Statutes, Section 273.12, there are no delinquent taxes and transfer entered this 28th day of December, 2009.

Mark Oswald
Director
Department of Property Records and Revenue

By Mary Lou Johnson, Deputy

COUNTY SURVEYOR

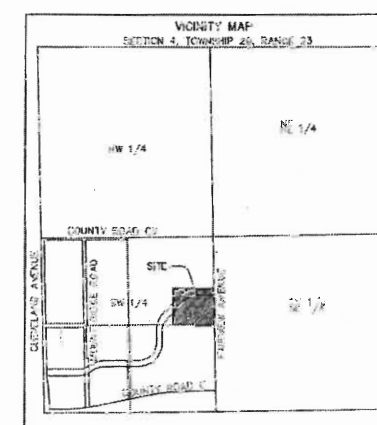
Pursuant to MN. STAT. Sec. 383A.42 this Registered Land Survey has been approved this 29 day of December, 2009.

Michael D. Fiebigler
Michael D. Fiebigler, PLS
Ramsey County Surveyor

REGISTRAR OF TITLES, Ramsey County, Minnesota

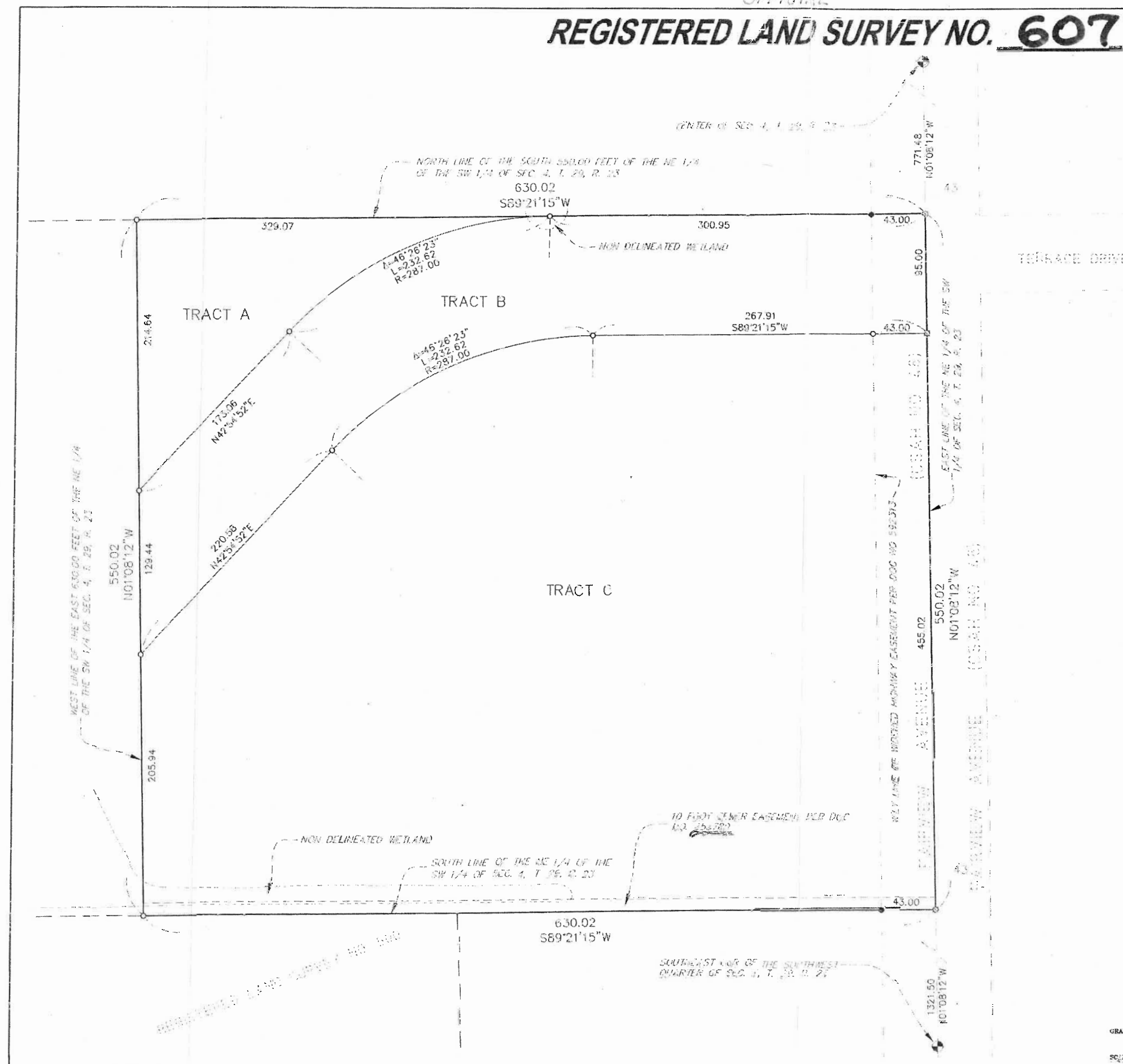
I hereby certify that this Registered Land Survey No. 607 was filed in this office this 21st day of December, 2009, at 4 o'clock P.m., as Document No. 2097557.

James W. Carroll
Deputy Registrar of Titles



FOR THE PURPOSES OF THIS SURVEY THE EAST LINE OF THE SW 1/4 OF SEC. 4, T. 28, R. 23 IS ASSUMED TO BEAR S01°03'12"E

- DENOTES FOUND 1/2 INCH IRON PIPE MONUMENT
- DENOTES 1/2 INCH x 14 INCH IRON PIPE MONUMENT SET AND MARKED WITH LICENSE NO. 22703.
- ◐ DENOTES RAMSEY COUNTY CAST IRON MONUMENT
- ⊗ DENOTES SET PK NAIL AND WASHER



[Reserved for Recording Data]

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (this “**Agreement**”) is made as of the ____ day of _____, 2016, by and between HAGEN VENTURES, LLC, a Minnesota limited liability company (“**Company**”), and the CITY OF ROSEVILLE, a Minnesota municipal corporation (“**City**”).

RECITALS:

A. City is the fee owner of certain real property legally described as follows:

Tract B, Registered Land Survey No. 607, Ramsey County, Minnesota (the “**City Property**”).

B. Company is the fee owner of certain real property legally described as follows:

Tract C, Registered Land Survey No. 607, Ramsey County, Minnesota (the “**Company Property**”).

C. The building located on the Company Property, commonly known as 2785 Fairview Avenue North, Roseville, Minnesota (the “**Building**”) encroaches upon, over, under and/or across a portion of the City Property, as shown on the ALTA \ NSPS Land Title Survey dated February 18, 2016, a copy of which is attached hereto as Exhibit A, said encroachment approximating an isosceles right triangle with legs nine (9) feet in length, legally described as follows:

(the “**Encroachment Area**”).

- D. Company has requested, and City has agreed to grant, certain easements for the purpose of permitting the use of the Encroachment Area to keep and maintain the Building across and upon portions of the City Property for the benefit of the Company.

NOW, THEREFORE, City and Company hereby agree as follows:

1. **Encroachment Easement.** The Company shall have the right to use the Encroachment Area to maintain and repair the Building, subject to the terms and conditions of this Agreement. City hereby grants a perpetual exclusive appurtenant easement (the “**Encroachment Easement**”) to the Company, its successors and assigns, for the benefit of the Company Property, upon, over, under, and across the Encroachment Area, for the encroachment onto the City Property of the Building.
2. **Maintenance, Repair and Replacement.**
 - a. Maintenance and Repair of Building; Access. Company, its successors and assigns, shall be responsible for the maintenance, repair, relocation, and/or removal of the Building at Company’s sole cost and expense, holding the City free and clear of the same. Company shall maintain the Building in a good and workmanlike manner to a condition suitable for its intended use, in a neat, clean, and safe condition, and in accordance with all applicable laws, rules, codes, ordinances, and regulations. The Company shall be responsible for obtaining and paying for all permits, variances, approvals, costs, fees, and other expenses necessary to maintain, repair, relocate, and/or remove the Building. The Building shall not be enlarged, modified, or altered without the City’s prior written consent. Company, along with its agents, assigns and contractors, is hereby granted a right of entry onto the City Property with such personnel and materials as is necessary from time to time for the purpose of maintaining, repairing, relocating, and/or removing the Building and performing its obligations hereunder, subject to the terms hereof. Company shall give at least ten (10) days’ prior notice of such entry and the purpose, anticipated time, and estimated duration thereof, provided that in the case of an emergency Company shall give notice of such entry as soon as feasible, but in any case within 24 hours. Company shall use its commercially reasonable best efforts to minimize the extent and duration of its entry upon the City Property (other than pursuant to the Encroachment Easement), and shall promptly repair any damage to the City Property or property or improvements thereon caused by such entry.
 - b. Limitation on Reconstruction. If at any time part of the Building located on the City Property is damaged or partially destroyed as a result of an event of casualty or Act of God, the Company shall have the option to either: (1) repair, replace, or reconstruct such portion of the Building within the Encroachment Area with substantially the same design as the presently existing Building, or with such changes in design as may be consented to by the City in its sole discretion; or (2) demolish the portion of the Building within the Encroachment Area and remove all Building materials therefrom, at which time the Company’s right to maintain, repair, replace, or reconstruct the Building in the Encroachment Area shall terminate in accordance with Section 6 below.

3. **Obstructions.** Except as expressly provided in this Agreement, the City, its successors and assigns, shall not construct, install, or place any barrier, fence, or obstruction, including landscaping, in the Encroachment Area in a manner that unreasonably obstructs the use and enjoyment of the Encroachment Easement as contemplated by this Agreement, provided, however, that the City Property is a right-of-way for a public street, and any of the foregoing may be set up from time to time or installed as may be reasonably necessary to protect the public safety and to perform necessary maintenance and repairs in the sole discretion of the City Public Works Director.
4. **Estoppel Certificates.** The parties shall, from time to time, within ten (10) days after written request from the other party, execute, acknowledge and deliver to the other, a certificate stating: (i) that the terms and provisions of this Agreement are unmodified and are in full force and effect or, if modified, identifying the modification agreements; (ii) whether there is known to be any existing default hereunder by the other party to this Agreement and, if so, specifying the nature and extent thereof; (iii) whether the party executing such certificate is performing work for which that party expects reimbursement under the provisions hereof; (iv) the nature and extent of any setoffs, claims or defenses then being asserted or otherwise known by such party related to the obligations under the Agreement; (v) the nature and extent of any notice given or demand which has not been satisfied; and (vi) such other matters as may be reasonably requested. Each party shall deliver a written request for such estoppel certificate to the other party at least ten (10) days prior to the closing of any sale or refinancing of the requesting party's parcel.
5. **Indemnification.** The Company hereby covenants and agrees to release, indemnify, defend, and hold the City, and its Mayor, Council, officers, employees, and agents, harmless from and against any and all claims, losses, liabilities, demands, actions, judgments, damages, penalties, fines, and expenses (including costs and attorney's fees) arising out of or related to: (a) the (re)construction, maintenance, repair, relocation, and removal of the Building; (b) the existence of the Building in the Encroachment Area; (c) use of the Building in the Encroachment Area; (d) damage caused to the Building arising out of the public's use of the Encroachment Area; and (e) any breach by the Company of the covenants and agreements in this Agreement.
6. **Termination.** In the event that: (a) the portion of the Building within the Encroachment Area is completely destroyed, demolished, or removed from the Encroachment Area; (b) the Building is completely or substantially destroyed such that greater than fifty percent (50%) of its value is lost; (c) the Building is voluntarily demolished or destroyed by the Company; or (d) the Company fails to comply with any of the Company's obligations under this Agreement; and the City gives the Company at least sixty (60) days' prior written notice of such fact, the Company shall remove any and all portions of the Building which are located within the Encroachment Area, and the Company's right to maintain, repair, replace, or reconstruct the Building in the Encroachment Area shall terminate. The Company agrees to complete such removal at the Company's own cost and in accordance with all applicable laws, codes, and regulations pertaining thereto. In the event that the Building is not removed, the City shall have the right, upon giving the Company ten (10)

days' prior written notice, to remove the Building in which case the Company shall be responsible for the costs thereof. Any amounts due hereunder shall be fully paid within ten (10) days following the delivery of written demand therefor upon the Company. The Company hereby grants the City the right to enter and use the Company's Property as necessary to perform such removal.

7. **No Right in General Public.** Nothing herein contained in this Agreement shall be deemed to be a gift or dedication of any portion of the City Property, the Company Property, or the Encroachment Area to the general public, it being the intention of parties that this Agreement shall be strictly limited to and for the purposes herein expressed.
8. **Notices.** Any notice required or permitted to be given by any party upon the other shall be given by certified mail, return receipt requested, by a nationally recognized overnight courier, or by personal delivery addressed as follows:

If to City:

City of Roseville
Roseville City Hall
2660 Civic Center Drive
Roseville, MN 55113
Attn: City Manager

with a copy to:

City Attorney
Erickson, Bell, Beckman & Quinn, P.A.
1700 West Highway 36
Suite 110
Roseville, MN 55113

If to Company:

Clevelander, LLC
275 East 4th Street, Suite 720
St. Paul, MN 55101
Attn: Richard S. Pakonen

9. **Recording; Covenants to Run with Land.** Either party may submit this Agreement to be recorded in the public records of Ramsey County, Minnesota. The parties hereby agree that the easements, rights of way, restrictions and reservations set forth herein shall run with the properties benefitted and burdened thereby and shall be binding on all parties having any right, title or interest in the same, their heirs, successors and assigns.
10. **Waiver.** Any waiver by any party of any default of the other party hereunder shall not affect or impair any right arising from any subsequent default.

11. **Severability.** If any clause, provision or portion of this Agreement is deemed to be illegal, invalid, or unenforceable under present or future laws, then the remainder of the Agreement shall remain unaffected but the illegal, invalid or unenforceable provision shall be modified in such a way that effectuates the intention of this Agreement but complies with all applicable laws.
12. **Captions.** The caption of each paragraph of this Agreement is for convenience only and shall not be considered in the interpretation or construction of any provision of this Agreement.
13. **Amendment or Modification.** This Agreement and any of the rights, licenses and easements created hereby may not be modified or terminated except by a written instrument executed by the parties, their successors or assigns.
14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
15. **Merger Not Intended.** Common ownership of the City Property and the Company Property or any portions thereof shall not cause this Agreement to be extinguished by operation of merger.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the parties have executed this ENCROACHMENT AGREEMENT as of the day and year first written above.

THE CITY OF ROSEVILLE,
a Minnesota municipal corporation

By: _____

Daniel Roe

Its: Mayor

By: _____

Patrick Trudgeon

Its: City Manager

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of ____, 2016, by Daniel Roe, the Mayor, and Patrick Trudgeon, the City Manager of the City of Roseville, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

EXHIBIT A

(Copy of Survey-attached)

11856741v1

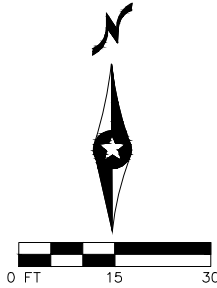
ALTA \ NSPS
LAND TITLE SURVEY

CERTIFICATION:
To: Cleveland, LLC., Guaranty Commercial Title, Inc. and Old Republic National Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 4, 5, 8, 10, and 11 of Table A thereof. The field work was completed on 02/15/2016.

Date: 02/18/2016
Kyle L. Klasen
Kyle L. Klasen L.S.
Minn. Reg. No. 44606

LEGAL DESCRIPTION:
Tract C, Registered Land Survey No. 607, Ramsey County, Minnesota.
PROPERTY ADDRESS:
2785 Fairview Avenue North Roseville, Minnesota
GROSS LAND AREA:
235,376 sq ft 5.04 ac PARCEL
19,565 sq ft 0.45 ac RIGHT OF WAY
BUILDING HEIGHT - 18' FRONT 35' REAR
BUILD SQUARE FOOTAGE - 44,000 sq ft ±
FLOOD ZONE - X PER FEMA Flood Map No. 27123C0020G
VERTICAL DATUM - NAVD 88
STATEMENT OF POTENTIAL ENCROACHMENTS:
①- Building demo site on adjacent property to the north encroaches onto the property 27.8 and 56.8 feet.
- Building on subject property encroaches into adjacent property by 9.0 feet.

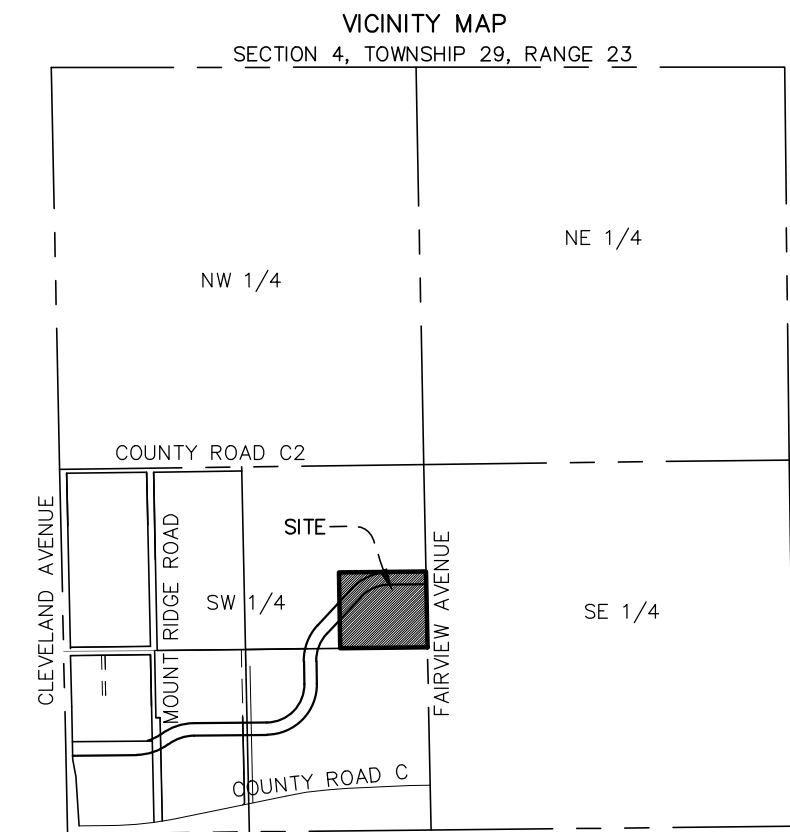


EASEMENT OF RECORD: (From Schedule B Exceptions) Commitment file Number 62249
⑫- Temporary Utility Easement between Hagen Ventures LLC, a Minnesota limited liability company and the City of Roseville dated January 29, 2013, filed February 11, 2013 as Document Number 2200853. see document, exhibit is illegible.
⑬- Subject to a perpetual easement for sewer purposes and for ingress and egress as described in Document filed March 12, 1963 as Document Number 453780.
⑭- Subject to easement for highway purposes over part of the above property as described in Document filed October 31, 1973 as Document Number 592313.
⑮- Temporary Construction Easement dated December 23, 2009, filed December 30, 2009 as Document Number 2097364. Set to expire 1 year after the roadway on TRACT B is constructed.
⑯- Building Demolition Agreement and Easement between Hagen Ventures, LLC, a Minnesota limited liability company, and City of Roseville, dated October 10, 2011, filed February 23, 2012 as Document Number 2165533.
⑰- Temporary Driveway Easement, dated October 10, 2011, filed February 23, 2011 as Document Number 2165534.

Utility Statement
Underground utility locations are shown as marked on site by those utility companies whose locators responded to our Gopher State One call, ticket number 160400654. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. WSB & Associates, Inc., makes no guarantee that the utilities shown comprise all such utilities in the area because of the fact that some utility locate requests from surveyors may be ignored or result in an incomplete response. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be necessary.

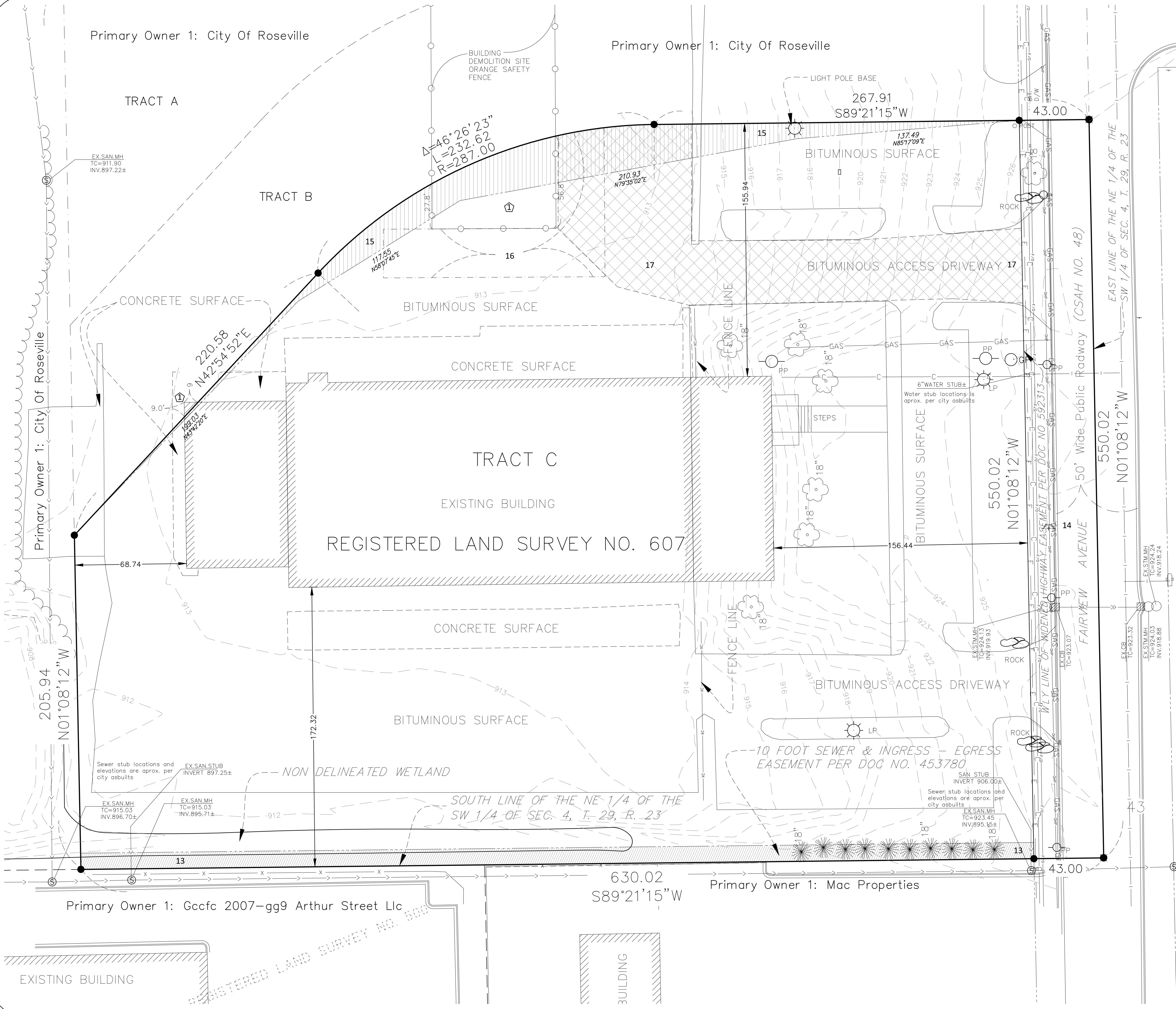
Contact Gopher State One call at 1-800-252-1166 for on-site location of utilities prior to any excavation.

LEGEND			
	CENTERLINE ROAD		GATE VALVE
	CDNC LINE		GUY WIRE
	ELECTRIC LINE		FIRE HYDRANT
	CHAIN LINK FENCE		LIFT STATION
	GRAVEL EDGE		LIGHT POLE
	SANITARY SEWER		MAILBOX
	STORM SEWER		DECIDUOUS TREE
	WATER LINE		BUSH
	GAS LINE		EVERGREEN TREE
	COMMUNICATION LINE		POWER POLE
	POWER LINE		ORNAMENTAL ROCKS
	FIBER OPTIC LINE		PROPERTY BOUNDARY
			LOT LINE
			EXISTING LOT LINE
			EASEMENT LINE
			EXISTING RV LINE
			BIT EDGE
			BUILDING
			BREAK LINE
			FOUND MONUMENT
			ANCHOR
			EX EASEMENTS
			TEMPORARY DRIVEWAY EASEMENT



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Minneapolis, MN 55416
Tel: (763) 541-4800 • Fax: (763) 541-1700
wsbeng.com

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ALTA \ NSPS
LAND TITLE SURVEY

CERTIFICATION:
To: Cleveland, LLC., Guaranty Commercial Title, Inc. and Old Republic National Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 4, 5, 8, 10, and 11 of Table A thereof. The field work was completed on 02/15/2016.

Date: 02/18/2016
Kyle L. Klasen
Kyle L. Klasen L.S.
Minn. Reg. No. 44606

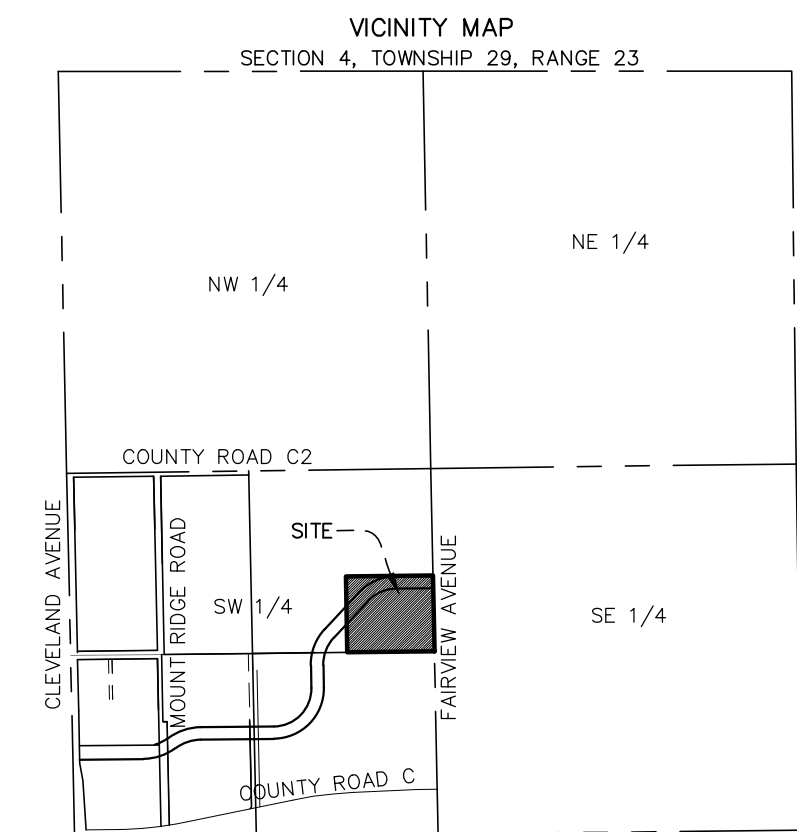
LEGAL DESCRIPTION:
Tract C, Registered Land Survey No. 607, Ramsey County, Minnesota.
PROPERTY ADDRESS:
2785 Fairview Avenue North Roseville, Minnesota
GROSS LAND AREA:
235,376 sq ft 5.04 ac PARCEL
19,565 sq ft 0.45 ac RIGHT OF WAY
BUILDING HEIGHT - 18' FRONT 35' REAR
BUILD SQUARE FOOTAGE - 44,000 sq ft ±
FLOOD ZONE - X PER FEMA Flood Map No. 27123C0020G
VERTICAL DATUM - NAVD 88
STATEMENT OF POTENTIAL ENCROACHMENTS:
①- Building demo site on adjacent property to the north encroaches onto the property 27.8 and 56.8 feet.
- Building on subject property encroaches into adjacent property by 9.0 feet.

EASEMENT OF RECORD: (From Schedule B Exceptions) Commitment file Number 62249
⑫- Temporary Utility Easement between Hagen Ventures LLC, a Minnesota limited liability company and the City of Roseville dated January 29, 2013, filed February 11, 2013 as Document Number 2200853. see document, exhibit is illegible.
⑬- Subject to a perpetual easement for sewer purposes and for ingress and egress as described in Document filed March 12, 1963 as Document Number 453780.
⑭- Subject to easement for highway purposes over part of the above property as described in Document filed October 31, 1973 as Document Number 592313.
⑮- Temporary Construction Easement dated December 23, 2009, filed December 30, 2009 as Document Number 2097364. Set to expire 1 year after the roadway on TRACT B is constructed.
⑯- Building Demolition Agreement and Easement between Hagen Ventures, LLC, a Minnesota limited liability company, and City of Roseville, dated October 10, 2011, filed February 23, 2012 as Document Number 2165533.
⑰- Temporary Driveway Easement, dated October 10, 2011, filed February 23, 2011 as Document Number 2165534.

Utility Statement
Underground utility locations are shown as marked on site by those utility companies whose locators responded to our Gopher State One call, ticket number 160400654. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. WSB & Associates, Inc., makes no guarantee that the utilities shown comprise all such utilities in the area because of the fact that some utility locate requests from surveyors may be ignored or result in an incomplete response. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be necessary.

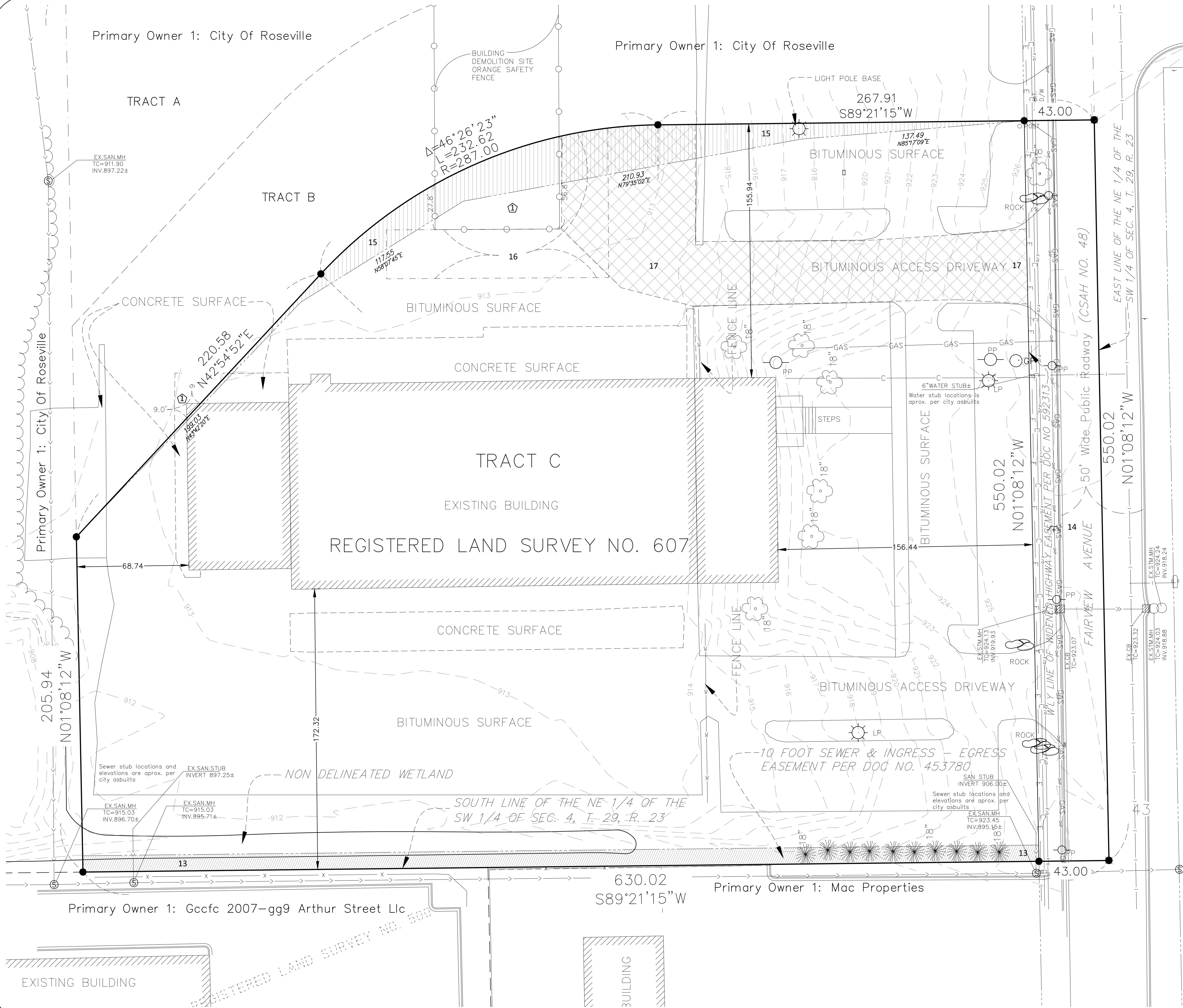
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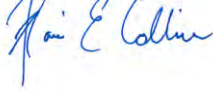


ROSEVILLE
REQUEST FOR COUNCIL ACTION

Agenda Date: 8/22/2016

Agenda Item: 10.a

Department Approval



City Manager Approval



Item Description: Request to amend City Code Chapter 1004 (Residential Districts) to revise regulations pertaining to building footprints and paved surfaces on parcels in the low-density residential zoning districts (**PROJ0017**)

APPLICATION INFORMATION

Applicant: City of Roseville

Property Owner: N/A

Open House Meeting: N/A

Application Submission: N/A

City Action Deadline: N/A

PLANNING COMMISSION ACTION

The Planning Commission held the public hearing for this application on August 3, 2016, and voted 7 – 0 to recommend approval of the proposed zoning text amendment.

1 ZONING AMENDMENT ANALYSIS

2 In May 2016, prompted by a zoning amendment application, Planning Division staff had begun
3 evaluating the allowance of building footprints and paved surfaces on parcels used for
4 development of single-family detached homes. This evaluation revealed that the allowance for
5 the LDR-2 district was inadvertently much more restricted than for single-family home parcels in
6 the LDR-1 and MDR zoning districts. The proposed zoning amendment noted above would have
7 allowed 50% coverage of parcels in the LDR-2 district, but the City Council was uncomfortable
8 with such a large percentage and ultimately denied the application. Despite the denial, the
9 Council remained supportive of increasing the allowed coverage, albeit to some lesser degree
10 than proposed, in order to ensure that the smaller lots permitted in the LDR-2 district could
11 reasonably be developed as marketable alternatives to single-family homes on the larger lots in
12 the more prevalent LDR-1 district. Staff was, therefore, instructed to evaluate smaller increases
13 and return with an alternative amendment that would have smaller potential adverse impacts yet
14 still allow greater development of parcels in the LDR-2 district.

15 The proposed draft ordinance is included with this RCA as Exhibit B, but the following
16 paragraphs identify and briefly explain the proposed changes encompassed in the proposed
17 zoning amendment.

- All instances of “paved surfaces and building footprints” have been changed to “impervious surfaces” to more explicitly regulate and control storm water runoff and to implicitly allow the use of permeable paving options.
- Parcels in Shoreland and Wetland Management Districts are treated more distinctly, in a separate paragraph, from other, non-riparian parcels. This is to better specify that shoreland and wetland parcels are subject to additional regulations contained in Chapter 1017 (Shoreland, Wetland, and Storm Water Management).
- Specific references to the Residential Storm Water Permit (ReSWP) have been replaced with references to “approvals from the City Engineer.” The ReSWP remains one of the City Engineer’s regulatory tools, but other tools may be introduced in the future, or existing practices may be discontinued. Eliminating the reference to specific tools, like the ReSWP, allows the zoning text to remain unchanged as the list of available options changes over time.
- The current code requires that properties be at least 20 years old in order to qualify for the flexibility afforded by the ReSWP (and, by extension, other options as noted above), but Planning Division and Engineering staff are proposing to eliminate the age qualification. When this provision was initially instituted, it was almost entirely geared toward accommodating and mitigating more impervious coverage because the options for permeable pavements were much more limited. Now that many more options have become available, staff feels that eliminating the age restriction can encourage greater use of permeable paving systems.
- The impervious surface limit in the LDR-2 district is raised to 40%, rather than the 50% figure initially discussed a few months ago. Public Works staff has revised its position on the maximum percentage of hard surfaces allowed because the present zoning amendment and storm water management regulations treat *impervious surfaces* differently than *paved surfaces that are permeable*. In reaching this recommendation, Public Works staff analyzed the hydrology of LDR-2 parcels with 30% and 40% impervious surface coverage; because staff found that storm water from 40% coverage would be generally acceptable, and because existing LDR-2 parcels have an average of 38% coverage, Public Works staff supports a 40% impervious coverage limit in the LDR-2 district as proposed.

While it need not be specified in the zoning text, it is worth noting here that the Public Works Department’s administrative storm water mitigation regulations for LDR-1 and -2 districts will cap hard surfaces (including impervious coverage *and* permeable pavements) at 50% of the parcel area. Any proposal that would exceed 50% hard surfaces would need to be reviewed as a variance application, and staff would recommend a condition of approval for any such variance that required mitigation of the additional storm water through best practices as regulated through the ReSWP and related tools.

PUBLIC COMMENT

The public hearing for the proposed zoning amendment was held by the Planning Commission on August 3, 2016; draft minutes of the public hearing are included with this RCA as Exhibit A. At the time this report was prepared, Planning Division staff has not received additional communications from the public.

60 **LEVEL OF CITY DISCRETION IN DECISION-MAKING**

61 Action taken on a proposed zoning change is legislative in nature; the City has broad discretion
62 in making land use decisions based on advancing the health, safety, and general welfare of the
63 community.

64 **PLANNING COMMISSION RECOMMENDATION**

65 **A) Pass an ordinance amending City Code Sections 1004.08C (LDR-1 Improvement**
66 **Area) and 1004.09C (LDR-2 Improvement Area) to further clarify the intent of**
67 **Improvement Area regulations in Low-Density Residential Districts, and eliminate**
68 **technical detail from the zoning code in order to minimize redundancy and to**
69 **prevent inconsistencies with the relevant regulations maintained elsewhere in the**
70 **City Code**, based on the findings and recommendation of the Planning Commission, the
71 content of this RCA, public input, and City Council deliberation.

72 **B) Pass a motion approving the proposed ordinance summary.**

73 **ALTERNATIVE ACTIONS**

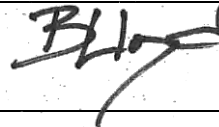
74 **A) Pass a motion to table the item for future action.** While there's no required timeline for
75 approving City-initiated proposals such as this, deferring action into the future could have
76 adverse consequences for property owners or potential developers who may be following
77 this process and anticipating its conclusion.

78 **B) By motion, deny the request.** Denial should be supported by specific findings of fact
79 based on the City Council's review of the application, applicable City Code regulations,
80 and the public record.

Attachments: A: 8/3/2016 draft public
hearing minutes

B: Draft ordinance
C: Draft Ordinance Summary

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

1 PROJECT FILE 0017, Amendment 13

2 Request by the City of Roseville to amend City Code Chapter 1004 (Residential Districts) to revise 3 regulations pertaining to building footprints and paved surfaces on parcels in low-density 4 residential (LDR) zoning districts.

5 Chair Boguszewski opened the public hearing for Project File 0017 at 7:19 p.m.

6 Senior Planner Bryan Lloyd provided an update on the process to revise regulations as detailed in the
7 staff report for LDR-1 and LDR-2 zoning districts as they related to building footprints, parcel square
8 footage and allowable impervious coverage. Mr. Lloyd reviewed City Council deliberation to-date and
9 analysis by engineering and planning staff in their review of a more comprehensive amendment to
10 address these inconsistencies found in zoning code revisions adopted in 2010. Further, Mr. Lloyd noted
11 technological advances in materials making formerly impervious surfaces now more permeable and
12 impacting water runoff.

13 As a result, Mr. Lloyd referenced Attachment A and proposed ordinance text revisions to address
14 calculations for these regulations, seeking Commission feedback. Mr. Lloyd noted that the Public
15 Works/Engineering Department is also working on a stormwater permit process as a tool to manage
16 stormwater runoff from properties over 20 years old if reaching their coverage limits to address those
17 calculations on-site or through a broader area project to mitigate that higher volume of storm water. Mr.
18 Lloyd reviewed some of the on-site options as well as those larger possibilities.

19 At the request of Chair Boguszewski, Mr. Lloyd confirmed that as of today, the entire improvement area in
20 LDR-1 takes into consideration impervious surfaces inclusive of decks, primary structure and accessory
21 structures on a parcel. Mr. Lloyd further confirmed that today's ordinance language related to wetland
22 management for shoreline districts further reduced, and specific limits for LDR-2 and medium density
23 residential (MDR), involving parcel area measurements as part of the calculation, seeking to provide
24 some consistency and realistic measurements that didn't prove arbitrary in nature.

25 Mr. Lloyd briefly summarized his understanding of engineering staff's hydrology analyses to determine
26 runoff based on lot coverage and under certain rain event percentages. Mr. Lloyd noted engineering staff
27 found plenty of capacity at a 30% level, and that it could still be adequately addressed at 40%, but that
28 50% was beyond their comfort level. As part of their technical analysis, Mr. Lloyd advised that the
29 engineering staff had reviewed existing LDR properties and approximated impervious surfaces on those
30 properties, finding them to be at about the same level; substantiating their recommended 40% hydrology
31 percentage as an acceptable level.

32 Member Gitzen asked if there was a standard definition in city code for "pervious" and "impervious"
33 especially in light of newer technologies and permeable pavers now allowable while still meeting
34 coverage allowances.

35 Mr. Lloyd noted there were definitions, but also clarified that this involved more than just talking about
36 different kinds of pervious or impervious treatments or pavements, but included filtering through grass
37 and provided several examples (e.g. beehive cement pavers and Geogrid products) that were between
38 impervious and pervious surfaces that required staff and the city to understand the product being
39 proposed going forward, how it would be installed and maintained, and then pro-rate those areas and
40 type of material used accordingly. Mr. Lloyd noted this added complexity to those calculations for either
41 surface area. Mr. Lloyd referenced a pervious asphalt parking lot installed by the Rice Creek Watershed
42 District on the other side of Rice Street, as well as addressing the added costs for these newer materials
43 at this point in time, as well as agreements to address long-term maintenance to ensure the materials
44 continue to work as permeable applications.

45 At the request of Member Bull, Mr. Lloyd further reviewed the hydrology tests on typical LDR-2 and LDR-1
46 lots, with far fewer LDR-2 lots in Roseville and the rationale that if higher impervious surfaces are allowed
47 on LDR-2 lots it may overtax the storm water system downstream. However, in addressing the square
48 foot minimum lot sizes and comparing LDR-1 and LDR-2, Mr. Lloyd noted it made more development
49 possible on smaller lots, if calculations were more than the current 30%, but less than the originally
50 requested or proposed 50%.

RCA Exhibit A

51 Member Kimble stated she found proposed language on Attachment A, lines 32-33 related to residential
52 water permits based on the findings of the city engineer and intended mitigation somewhat ambiguous.
53 However, the redlined copy following that defined more specific language; with Member Kimble asking if
54 that should be more consistent.

55 Mr. Lloyd clarified that the language was intentionally ambiguous in light of the aforementioned proposed
56 stormwater permit process being drafted by the Public Works Department as an optional tool for those
57 property owners exceeding their impervious coverage allowances and paying a fee to be accumulated
58 with others for a broader stormwater improvement project or system. If the first part of the language is
59 more specific at this point, Mr. Lloyd noted it would have to be revised again if and when that tool
60 becomes available.

61 Member Kimble recognized that intent; however, she opined it looked like there was no defined standard
62 and that the engineer could decide independently and arbitrarily for each applicant. Specific to mitigating,
63 Member Kimble noted there were qualifiers afterward in the redlined portion of the text.

64 Chair Boguszewski opined there were probably a number of properties in Roseville already exceeding
65 these proposed percentages; and asked staff what recourse the city undertook or what triggered an on-
66 site visit by staff where they may observe a problem or when those were discovered, especially when
67 some property owners may not realize they're in excess of allowed standards.

68 Mr. Lloyd admitted that if the property is old enough, it was not unusual that they exceeded some of the
69 current limits; or if something was constructed or paved before the current owner arrived. In those cases,
70 where there was nothing suggesting the situation was anything other than legal, nonconforming, Mr.
71 Lloyd advised that staff would then require the property owner to do some accounting for their new
72 planned development depending on their plans, such as removing coverage elsewhere on the site to
73 mitigate the new addition. Under any circumstance, Mr. Lloyd advised that additional approvals for the
74 property owner would be required.

75 Chair Boguszewski closed the public hearing at 7:43 p.m.; no one spoke for or against.

76 **MOTION**

77 **Member Murphy moved, seconded by Member Daire to recommend to the City Council**
78 **APPROVAL of the proposed ZONING TEXT AMENDMENT in the redlined draft ordinance as**
79 **presented as RPCA Attachment A, based on the comments and findings of the staff report dated**
80 **August 3, 2016.**

81 **Ayes: 7**

82 **Nays: 0**

83 **Motion carried**

84 Consensus of the Commission, stated by Member Murphy to staff, was that this provided fair treatment
85 for LDR-2 designated properties, and good codification of city code.

86 Member Daire noted that it was interesting that the Public Works staff found impervious land coverage in
87 the existing LDR-2 zones at 38%, and with the Planning Commission recommending 40%, it provided
88 confirmation that the number is right.

City of Roseville

ORDINANCE NO. _____

AN ORDINANCE AMENDING IMPROVEMENT AREA REGULATIONS OF CHAPTER 1004
(RESIDENTIAL DISTRICTS) OF TITLE 10 "ZONING CODE" OF THE ROSEVILLE CITY
CODE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Purpose: The Roseville City Code is hereby amended to further clarify the intent of Improvement Area regulations in Low-Density Residential Districts, and eliminate technical detail from the zoning code in order to minimize redundancy and to prevent inconsistencies with the relevant regulations maintained elsewhere in the City Code.

SECTION 2. Section 1004.08 (Low-Density Residential-1) is hereby amended as follows:

C. Improvement Area: Improvement area, including paved surfaces, the footprints of principal and accessory buildings, and other structures like decks, pergolas, pools, etc., shall be limited to 50% of the parcel area. The purpose of this overall improvement area limit is to allow for rather liberal construction on a residential property while preventing over-building. ~~Within this improvement area limit, paved surfaces and building footprints shall be limited to 30% of a parcel; for parcels within a Shoreland or Wetland Management District, paved surfaces and building footprints shall be further limited to 25% of the parcel area. The purpose of these further limits on paved surfaces and building footprints within the overall improvement area allowance is to prevent problems caused by excess storm water runoff.~~

1. For the purposes of this section, "improvements" does not include yard ornaments, fences, retaining walls, gardens, planting beds, or other landscaping.
2. Within this improvement area limit, impervious surfaces shall be limited to 25% of the parcel area for parcels within a Shoreland or Wetland Management District to mitigate surface water impacts caused by excess storm water runoff. This impervious surface limit may be exceeded, within the allowed improvement area and in compliance with pertinent regulations in Chapter 1017 of this Title, by receiving approval(s) from the City Engineer to mitigate excess storm water runoff, generated by additional hard surfaces, through technical analysis of building materials, soils, slopes, and other site conditions.
- 1.3. Within this improvement area limit, impervious surfaces shall be limited to 30% of the parcel area for all other parcels. The purpose of these further limits on paved surfaces and building footprints impervious surfaces within the overall improvement area allowance is to prevent problems caused by excess storm water runoff. This impervious surface limit may be exceeded, within the allowed improvement area, by receiving approval(s) from the City Engineer to mitigate excess storm water runoff, generated by additional hard surfaces, through technical analysis of building materials, soils, slopes, and other site conditions.

2. ~~Exception: For properties at least 20 years old, the above limits on paved surfaces and building footprints may be exceeded, within the allowed improvement area, by receiving a Residential Storm Water Permit (ReSWP) from the City Engineer. Because additional paved surfaces and buildings generate additional storm water runoff, the ReSWP is designed to mitigate excess storm water runoff through technical analysis of building materials, soils, slopes, and other site conditions.~~

a. ~~The purpose of this exception is to encourage homeowners to modernize and improve older properties while maintaining the overall character of the community.~~

b. ~~For the purposes of the ReSWP, age of a property is determined by the newer of the house construction or the configuration of the parcel boundaries; age is calculated by subtracting the year in which the home was constructed, or the year in which the parcel boundaries were established in their present configuration, from the year of application for ReSWP. For houses or parcels less than 20 years old, a ReSWP may be considered for a property which cannot be practically used by mobility impaired occupants.~~

SECTION 3. Section 1004.09 (Low-Density Residential-2) is hereby amended as follows:

- C. Improvement Area: Improvement area, including paved surfaces, the footprints of principal and accessory buildings, and other structures like decks, pergolas, pools, etc., shall be limited to 70% of the parcel area. The purpose of this overall improvement area limit is to allow for rather liberal construction on a residential property while preventing over-building. ~~Within this improvement area limit, paved surfaces and building footprints shall be limited to 30% of a parcel;~~ for parcels within a Shoreland or Wetland Management District, paved surfaces and building footprints shall be further limited to 25% of the parcel area. ~~The purpose of these further limits on paved surfaces and building footprints within the overall improvement area allowance is to prevent problems caused by excess storm water runoff.~~

1. For the purposes of this section, "improvements" does not include yard ornaments, fences, retaining walls, gardens, planting beds, or other landscaping.

2. Within this improvement area limit, impervious surfaces shall be limited to 25% of the parcel area for parcels within a Shoreland or Wetland Management District to mitigate surface water impacts caused by excess storm water runoff. This impervious surface limit may be exceeded, within the allowed improvement area and in compliance with pertinent regulations in Chapter 1017 of this Title, by receiving approval(s) from the City Engineer to mitigate excess storm water runoff, generated by additional hard surfaces, through technical analysis of building materials, soils, slopes, and other site conditions.

~~1.3. Within this improvement area limit, impervious surfaces shall be limited to 40% of the parcel area for all other parcels. The purpose of these further limits on paved surfaces and building footprints, impervious surfaces within the overall improvement area allowance is to prevent problems caused by excess storm water runoff. This impervious surface limit may be exceeded, within the allowed improvement area, by receiving approval(s) from the City Engineer to~~

RCA Exhibit B

mitigate excess storm water runoff, generated by additional hard surfaces, through technical analysis of building materials, soils, slopes, and other site conditions.

~~2.—Exception: For properties at least 20 years old, the above limits on paved surfaces and building footprints may be exceeded, within the allowed improvement area, by receiving a Residential Storm Water Permit (ReSWP) from the City Engineer. Because additional paved surfaces and buildings generate additional storm water runoff, the ReSWP is designed to mitigate excess storm water runoff through technical analysis of building materials, soils, slopes, and other site conditions~~

~~a.—The purpose of this exception is to encourage homeowners to modernize and improve older properties while maintaining the overall character of the community.~~

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SECTION 4 Effective Date: This ordinance amendment to the Roseville City Code shall take effect upon passage and publication.

Passed this 22nd day of August 2016.

City of Roseville

ORDINANCE SUMMARY NO. ____

**AN ORDINANCE AMENDING IMPROVEMENT AREA REGULATIONS OF CHAPTER 1004
(RESIDENTIAL DISTRICTS) OF TITLE 10 “ZONING CODE” OF THE ROSEVILLE CITY
CODE**

The following is the official summary of Ordinance No. ____ approved by the City Council of Roseville on August 22, 2016:

The Roseville City Code, Title 10, Zoning Code, has been amended to further clarify the intent of Improvement Area regulations in Low-Density Residential Districts, and eliminate technical detail from the zoning code in order to minimize redundancy and to prevent inconsistencies with the relevant regulations maintained elsewhere in the City Code.

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 at the Reference Desk of the Roseville Branch of the Ramsey County Library, 2180 Hamline Avenue North, and on the Internet web page of the City of Roseville (www.cityofroseville.com).

Attest: _____
Patrick Trudgeon, Interim City Manager

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: August 22, 2016
Item No.: 11.a

Department Approval

City Manager Approval



Item Description: Receive Presentation and Report from Advocates for Human Rights and Lake McCarrons Neighborhood Association Regarding Community Conversations Held Within Southeast Roseville.

BACKGROUND

Lake McCarrons Neighborhood Association (LMNA), along with The Advocates for Human Rights (AHR) received a grant from The Linking Communities Project to host a series of community conversations among residents in Southeast Roseville. The Karen Organization of Minnesota (KOM) and the City of Roseville Community Engagement Commission and the Roseville Human Rights Commission were also listed as supporters of the grant application.

Sherry Sanders representing LMNA and Madeline Lohman of AHR, will be present to provide information about the recommendations of the report.

FINANCIAL IMPLICATIONS

There was not direct financial cost to the City as part of this grant or production of the final report.

REQUESTED COUNCIL ACTION

No action required. Presentation for informational purposes only.

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

Attachment A: "Building a Welcoming Community in the Lake McCarrons Neighborhood" Final Report

Building a Welcoming Community in Lake McCarrons Neighborhood

*Final Results from Community Building in Southeast Roseville
June 30, 2016*

Introduction

The Lake McCarrons Neighborhood Association in collaboration with The Advocates for Human Rights, the Karen Organization of Minnesota, the Roseville Human Rights Commission, and the Roseville Community Engagement Commission, hosted a series of four community conversations for Karen refugees and their new neighbors in southeast Roseville.¹ This report presents the results of those conversations.

The population of Karen refugees in Roseville has dramatically increased over the past five years, yet many nearby residents have minimal knowledge of Karen culture and minimal interaction with their Karen neighbors. This has created misunderstanding and tension between residents in the McCarrons neighborhood.

Communication is the key to building relationships of respect and trust. To foster such communication, the coalition, led by Lake McCarrons Neighborhood Association, hosted four community events.

- April 2, a community discussion led by KOM and held entirely in Karen on the ways Roseville and the Lake McCarrons Neighborhood could be more welcoming and inclusive of Karen newcomers
- April 28, a presentation on Karen culture for established residents, hosted by Lake McCarrons Neighborhood Association
- May 4, a presentation on American culture for the Karen community, led by The Advocates for Human Rights
- May 14, a community discussion with established residents and the Karen community to develop relationships, explore shared problems, and discuss communal solutions to neighborhood issues, hosted by Lake McCarrons Neighborhood Association

The four events brought neighbors together socially to promote mutual understanding and build community. Our goals were to welcome newly arrived refugees into the McCarrons neighborhood, to educate established neighbors about Karen culture, to begin an ongoing dialogue with all neighbors on

¹ Funding for the project came from the Hebrew Immigrant Aid Society (HIAS)'s The Linking Communities Project. HIAS was founded in 1881 to assist Jews fleeing Russia & Eastern Europe. HIAS understands why hatred and bigotry must be prohibited and is dedicated to providing welcome, safety, and freedom to refugees of all faiths & ethnicities because the right to refuge is a universal human right. The Linking Communities project grew out of a HIAS report recommendation to build capacity at local and national levels to generate and maintain broad-based commitment to refugee resettlement in communities.

common issues, and to support ongoing City of Roseville efforts to improve life for all residents in Southeast Roseville.

One example reveals how the events already started building understanding between Karen residents, their neighbors, and city government. The police attended one event, and asked if the Karen had any questions. One Karen gentleman raised his hand and said, "We are not a question-asking people, so it would be better if you told us the things you want us to know." In that moment, he helped the police better understand the Karen residents they served and gave the established residents in the audience an insight into Karen culture. The informal gathering perhaps provided a space where he felt comfortable speaking up, and everyone benefited.

Results

Discussions among both Karen and established residents highlighted a common feeling that Roseville was a welcoming place to live with many attractive qualities, such as good schools and good parks. People were happy to be in Minnesota and in Roseville. Discussions nonetheless did identify areas for improvement, including public safety, transportation, housing, education, parks, and neighbor relations. After analyzing the results of the conversation, partners generated suggested recommendations for addressing some of these issues.

Public Safety

In general, people felt safe in Roseville, especially compared to the few participants who attended from neighboring cities. Participants identified two main issues.

First, in some apartment buildings, the front door locks were broken and people were entering the building who did not belong there. Residents reported finding people sleeping in the laundry room. People who, again, did not live at the building were also hanging out in the parking lot for hours and making residents uncomfortable.

Second, Karen residents felt uncomfortable interacting with the police, primarily because of the language barrier. When they call to report issues, the dispatcher asks a lot of questions and it takes a long time because of interpretation, which makes them unwilling to call for minor complaints (for instance, about the people loitering in the parking lot).

Recommendations

- Landlords should explore installing cameras to record who is entering apartment buildings without authorization and should also consider assigning numbers in the parking lot to specific apartments so that people who do not live in the building have fewer places to park and it is less attractive for them to hang out.
- Residents may need education on the importance of front door security in keeping the apartment building safe, and on the dangers of propping open the door to avoid having to come down and let someone in.
- Housing enforcement for the City of Roseville should consider prioritizing safety-related complaints such as broken locks with more rapid responses.
- Police officers could more regularly patrol by the parking lots and check on people waiting in cars.

- The Roseville police department should explore ways to make calling the police easier for populations with low levels of English.

Transportation

Residents felt that children attending elementary and middle school had fairly good access to transportation, but that other people had more difficulty.

First, one major bus stop is across Rice Street, and participants reported that the crossing was difficult and that there was no shelter for people waiting. Children and students especially need a crossing sign or guard. Second, bus routes do not do a good job getting adults to ESL classes and employment skills classes. Third, even when there is a bus route, Metro Transit is not easy to learn for newcomers.

Recommendations

Transportation issues are complicated because they are governed by a variety of different governments and institutions, including city governments in St. Paul and Roseville, the Ramsey County government, and Metro Transit.

- A local organization should be given funding or assistance to provide transportation to residents poorly served by Metro Transit.
- Residents should receive more education and assistance with riding the bus, either through a “bus buddy” mentorship program or through existing Metro Transit resources.
- Residents should approach Metro Transit about installing a bus shelter on Rice Street and about expanding bus service, possibly by adding a bus line down Larpenteur Avenue.
- Residents should approach Ramsey County about creating a safer crossing near the bus stop on Rice Street.
- A bike share service or donated bikes could help address some of the lack of transportation options, at least during warmer months.

Housing

Participants were concerned about the lack of affordable housing in Roseville, as well as strained relations between landlords and tenants. Many wished that Roseville offered public housing or that a greater number of landlords accepted refugee tenants. Some felt that landlords favored non-Karen residents in their buildings.

Recommendations

- Provide education on the rights and responsibilities of tenants to Karen residents.
- Encourage more low-income housing that takes into account the needs of refugees.

Education

Participants were very positive about Roseville schools and felt their children were receiving a good education. Residents primarily wanted more educational opportunities, such as programs for teens and adults that taught both skills, such as computers, and provided a way to connect with Karen culture, such as weaving.

Recommendations

- Organizations that offer adult education should explore Karen weaving classes and other offerings for adults.
- Karen residents could benefit from more community gatherings to learn about rules and expectations.
- The City of Roseville could explore starting a community center closer to Karen residents, in a building such as the Armory that would have space for ESL and other adult classes, as well as activities for children.

Parks

Residents were uniformly positive about the parks in Roseville and the outdoor recreation activities available. One participant explained that he loved the four seasons, though spring was his favorite and he didn't really like winter. Participants wanted more access and opportunities through the parks system.

Recommendations

- Roseville should explore providing a playground and soccer field closer to the areas where Karen residents live.
- Offer more activities for youth and more widely publicize activities that are already available.
- Ramsey County should consider improving the playground at the beach.
- Residents could approach a hunting organization or store about sponsoring a trip for Karen hunters who otherwise have difficulty finding a place to hunt.

Relationships with Neighbors

Participants all wanted to have good communication with neighbors. Many residents reported feeling alone and wanted to feel a part of a larger whole.

Recommendations

- Neighbors should try to greet each other – a wave to say hello can overcome language barriers.
- Karen residents should be specifically invited to large community gatherings such as the Fourth of July as a way to meet their neighbors.
- Local groups should offer more community gatherings where Karen and established residents can meet and discuss
- Lake McCarrons Neighborhood Association could initiate a poster campaign in Karen and English encouraging people to wave and say hello, both as a way to encourage friendliness and as a visual reminder that the neighborhood is welcoming.

Conclusion

Lake McCarrons Neighborhood Association and its partners The Advocates for Human Rights, the Karen Organization of Minnesota, the Roseville Human Rights Commission, and the Roseville Community Engagement Commission are committed to continuing work on improving relationships between Karen newcomers and established residents in Roseville. This series of events was a first step that will hopefully be followed by productive work on some of the issues identified. The conversations can also

serve as a model for other organizations and government institutions that want to conduct outreach in a way that is accessible and responsive. Together, we can all make Roseville a model of a welcoming city for all residents.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: August 22, 2016
Item No.: 11.b

Department Approval

City Manager Approval



Item Description: Community Engagement Commission Joint Meeting with the City Council

BACKGROUND

The Community Engagement Commission is coming forward to meet with the City Council to provide a status report on its priority projects for 2016. The commission was created by the City Council in January of 2014. The full Commission last met with the City Council in August of 2015 although there was an additional status update in February of 2016.

2016 PRIORITY PROJECTS

- o Assist in the formulation of the 2017 Comprehensive Plan update process
- o Recommend ways to expand city learning and engagement opportunities
- o Form strategies for outreach to under-represented groups
- o Implement additional Council suggestions
 - o Volunteer Coordinator check-in
 - o Community Engagement Infrastructure
- o Advocate for select items from 2014 Community Engagement Commission Recommended Policies and Strategies

QUESTIONS FOR THE CITY COUNCIL

- o Do you have any feedback on the community engagement components of the 2040 Comprehensive Plan?
- o Do you have ideas about how to unify commissions and council members (as appropriate) during Rosefest?
- o Do you have any feedback on how to define “underrepresented communities”?
- o Feedback on the periodic town-hall style council meeting as promulgated in the 2014 Community Engagement Commission Recommended Policies and Strategies (1.1.b); should the concept be expanded to advisory commissions (2.1.a) as well in 2016/2017?
- o Feedback on the “I Am Roseville” Community Photo idea
- o What other feedback can the City Council provide to the commission about its work?

- 26 o What guidance can the City Council provide for future priorities of the commission?
- 27 o What emerging council priorities should inform the work of the commission?

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

29 Attachments: A: 2014 Community Engagement Commission Recommended Policies and Strategies

30 B: "I Am Roseville" Community Photo Project Overview

2014 Community Engagement Commission Recommended Policies & Strategies

Adopted by the Community Engagement Commission November 13, 2014

Presented to the Roseville City Council on December 8, 2014

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2014 Community Engagement Commission Recommended Policies & Strategies

Adopted by the Community Engagement Commission
November 13, 2014

Detailed Recommendations

1) Integrate Citizen Engagement into City Hall Culture

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

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

We recommend the City:

- a) Continue its practice of forming resident task forces to assess significant issues and make recommendations to the city council or city manager.
 - i. Make the budget process more transparent and understandable to residents, and utilize other resources such as a Roseville U course on budgeting, neighborhood workshops, and/or webinars to engage residents in budgeting well before the budget is finalized.
 - ii. Involve residents experienced in the City's budget process, including the Finance Commission, in the planning and execution of these educational efforts.
- b) The City Council should hold one regularly scheduled town-hall style meeting each year, with topics solicited from the eight City commissions.
- c) Recognize the changing demographics of Roseville in order to understand how best to keep all Roseville residents informed and involved.

2) Increase Effective Public Participation in City Council and Commissions

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

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

We recommend the City:

- a) Encourage each commission to hold community meetings.
- b) Encourage future councils to continue the current mayor's practices of recognizing members of the public in city council meetings and asking if there is any public comment after each substantive decision item is presented by staff and prior to discussion and final vote. This will help ensure that future mayors and councils follow this example of inviting public participation.
- c) Have commission meetings follow these same rules and procedures as the city council, and as described above.

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

- d) Provide direct contact information for each commission and its leadership on its web page and printed materials such as brochures.
- e) Explore alternative methods to reach those who are not normally involved in civic affairs.
- f) In so far as possible staff should advise Commissions on items on Council agenda which fall under their purview according to City Ordinance.

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

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

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

We recommend the City:

- a) Fully utilize existing print and electronic means to announce openings on city commissions and task forces. Such means include but are not limited to the Roseville City News, Roseville Patch, Roseville Review, Roseville Issues Forum, various social media, and the neighborhood network NextDoor.
- b) Encourage community engagement and civic participation across all demographic lines.
- c) In so far as feasible improve the Commission interview process to make certain applicants are aware of interviews and consider providing alternative dates if necessary. Also prior to interviews Commission web sites should be updated to make sure the information remains relevant and the time commitment required of a Commissioner is clear.

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

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

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

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

We recommend the City:

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

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

2.4 Policy: The City should provide opportunities for residents to learn about Commissions.

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

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

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

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

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

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

We recommend the City:

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

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

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

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

We recommend the City:

- a) Repurpose an existing or create a new City position to support effective community and civic engagement across all departments. This position would coordinate

neighborhood and community relations; he/she could develop procedures and methods to improve, track, and provide clear and consistent two-way communication between City government and residents and businesses, and find opportunities for more effective civic engagement. We recommend that this position also work with the Community Engagement Commission.

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

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

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

We recommend the City:

- a) Host annual training/conference on the latest trends, technologies, and tools uses to engage citizens. City staff shall plan and publicize the event, in collaboration with the CEC.
- b) Develop and/or strengthen opportunities for residents to learn and participate in the civic process, including Roseville U.

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

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

5) Enhance Print Communications and Dissemination

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

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

We recommend the City:

- a) Continue to disseminate Roseville City News and ensure all residents including renters and those living in non-single family homes receive the paper.
- b) Make City Council decisions readily available in print form for residents at City Hall upon request so that people without e-mail are able to access this information.
- c) Explore various options to include residents without computer access in community-building and communications.

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

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

We recommend the City:

- a) Include information related specifically to neighborhoods and their activities in the Roseville City News.
- b) Invite residents to generate story ideas for the City Staff on items of interest for City News and possible other communications such as the biweekly electronic newsletter.

6) Enhance Website and Electronic Communications

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

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

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

We recommend the City:

- a) Make use of existing electronic communications channels and networks (website, community engagement module, email alerts, Roseville Community Forum,

NextDoor, social media, etc.) to connect with and actively engage Roseville citizens with an emphasis on two-way communication.

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

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

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

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

We recommend the City:

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

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

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

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

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

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

We recommend the City:

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

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

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

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

7) Enhance Overall City Communication

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

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

We recommend the City:

- a) Organize/host a community meeting for projects that pose issues of substantial community or neighborhood-wide impact to engage in dialogue before the Council or any commission takes any formal action. This would allow the city to explain the project, answer any questions, identify pros and cons, and get a feel for residents' viewpoints.
- b) Aggressively communicate these open house opportunities in local media, as well as through existing communications systems and networks.

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

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

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

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

We recommend the City:

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

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

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

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

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

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

8) Foster and Support Vibrant Neighborhoods

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

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

We recommend the City:

- a) Support the creation of resident-defined neighborhoods. (See Edina’s *Name Your Neighborhood* at edinamn.gov/category/neighborhood, an example of allowing residents to determine their neighborhoods names and boundaries.)
- b) Monitor and evaluate the success of Nextdoor.com and include goal-related metrics and user satisfaction.
- c) Provide materials to support neighborhood gatherings throughout the year, similar to the Night to Unite materials offered through the Neighborhood Watch Program.
- d) Utilize *City News* to communicate news and items of interest to neighbors and neighborhoods. Solicit input and contributions from residents and neighborhood groups.

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

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

We recommend the City:

- a) Provide residents wishing to formalize their neighborhood or neighborhood organization with the following: definition and examples of a neighborhood network or association, a clear process to formalize such groups, and City recognition and benefits to officially-recognized groups. (See <http://www.stlouispark.org/neighborhoods/neighborhood-associations.html>.)
- b) City Recognition of Neighborhood Associations should be premised on the assumption that neighborhood boundaries are inclusive and not exclusive.
- c) The City shall provide a page or section on city's website with the neighborhood's name, boundaries, characteristics, events, and contact person. (Example at <http://www.stlouispark.org/wolfe-park.html>).
- d) The City should consider adding signage in the physical neighborhood names are identified and commonly accepted.

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

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

We recommend the City:

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

9) Improve the Notification Process

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

We recommend the City:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“I Am Roseville” Community Photography Project
Roseville Community Engagement Commission
DRAFT Project Plan, revised 8/3/16

Overview

The “I Am Roseville” photo project would bring together community members and stakeholders to foster local engagement and identity.

Inspired by artist Wing Young Huie’s *Lake Street USA* exhibit, the project would gather and display photographs of community members, first in a public exhibit and then at various local businesses and facilities. Photographs would be submitted by community members through social media. The exhibit would be an unveiling of all the photographs, open to the public for a limited period of time. Following that, the pictures would be placed in buildings across the city.

The project would:

- Aim to increase residents’ senses of belonging in and identification with Roseville.
- Be an opportunity to show and embrace Roseville’s growing diversity of families and demographics.
- Strengthen the City’s relationship with local businesses.

Ultimately, the vision would be that if anyone enters a Roseville building, they see that everyone there is part of a shared community.

Role of the City

The role of the City would be as a partner and advisor, consisting of:

- Identifying stakeholders who can partner on the project and take the lead on the logistics (see “Partners” below).
- Providing representation on a planning team (see “Planning Team” below), with additional input by council members and commissioners where appropriate.
- Potentially offering space to host the exhibit and/or a selection of photographs at city facilities.

Partners

The City would seek partners to lead the logistics of the project, including collecting photos and coordinating with local businesses. These partners may include Visit Roseville or the Roseville Area Chamber of Commerce.

In addition, the project may be integrated into pre-existing events to increase viewership and to ease the organizational burden. Events may include Rosefest, Arts@theOVAL, and Roseville’s Craft Beer & Wine Fest.

Planning Team

A planning team would work to delineate the roles of each partner and develop a project plan and timeline. The planning team would have representation from each partner, including the City, along with interested local artists, community members, and youth.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 08/22/2016

Item No.: 11.c

Department Approval

City Manager Approval



Item Description: Volunteer Program Update

BACKGROUND

The Volunteer Coordinator position began May 29, 2014. Steps have been taken to build an infrastructure that will expand volunteer engagement across the City, create sustainability and continued growth, and allow for continued improved. Components include training and support for staff and volunteers, as well as data tracking systems to allow for accurate assesment and measures.

BUDGET IMPLICATIONS

None at this time

STAFF RECOMMENDATION

None at this time

REQUESTED COUNCIL ACTION

None at this time

Prepared by: Kelly O'Brien, Volunteer Coordinator

Attachments: A: Volunteer Department Update

Volunteer Department Update 8.22.2016

Activities:

1. Service Enterprise:
 - a. Creates a tool and process to guide all levels and staff of agency in developing a sustainable and dynamic Volunteer Program that fully engages and utilizes the available volunteer resources. Service Enterprise utilizes researched based best practices.
 - b. Identifies 10 indicators of success. Pre-assessments establish strengths and weaknesses in each area. Work focuses on achieving success in each area, with primary focus on planning and development, leadership support and effective training.
 - c. Developed processes and materials in each of 10 indicator areas.
 - d. Established on-going work plan and identified work groups.
2. Meeting on-going needs of volunteers, staff and activities across the City:
 - a. Developing appropriate volunteer roles
 - b. Outreach and recruitment
 - c. Talent assessment and appropriate matching
 - d. Training support and recognition
3. Creating data base for accurate tracking of volunteer engagement data
4. Conducting on-going assessments for continuous improvement

Accomplishments:

1. First civic entity in the Country to become Service Enterprise Certified.
2. Partnered with Park Superintendent to develop Natural Resource Volunteer Leadership Program (program received award).
3. Developing volunteer leadership roles for recurring special events.
4. Volunteer roles developed in each department.
5. Roseville volunteers highlighted in Minnesota Association for Volunteer Administration (MAVA) reports on New Americans as Volunteers and Volunteer Engagement in Cities and in educational video.
6. Engaging high level skills for volunteer projects.

Highlights:

1. Volunteers serving at Fire Department
2. Police Department Policy Manual – formatting needed
 - a. Overview of applicants for volunteer role
3. Volunteer database and survey volunteers
4. Central entry point for volunteers:
 - a. User friendly
 - b. Best match of skill sets to needs

Data Tracking:

1. How & what data is tracked – establishing a baseline
2. Overview:
 - 1248 signed on to receive volunteer info
 - 14,000 hours served
 - 679 (unduplicated) volunteers recording hours served, most serving in numerous roles

Looking forward:

1. Increased needs for training for staff and volunteers
2. Assessing impact of growing volunteer numbers on staff capacity to support
3. Develop a recognition component to appropriately thank all volunteers
4. Recognize and share successes of staff who are best utilizing volunteers

City of Roseville Volunteer Overview

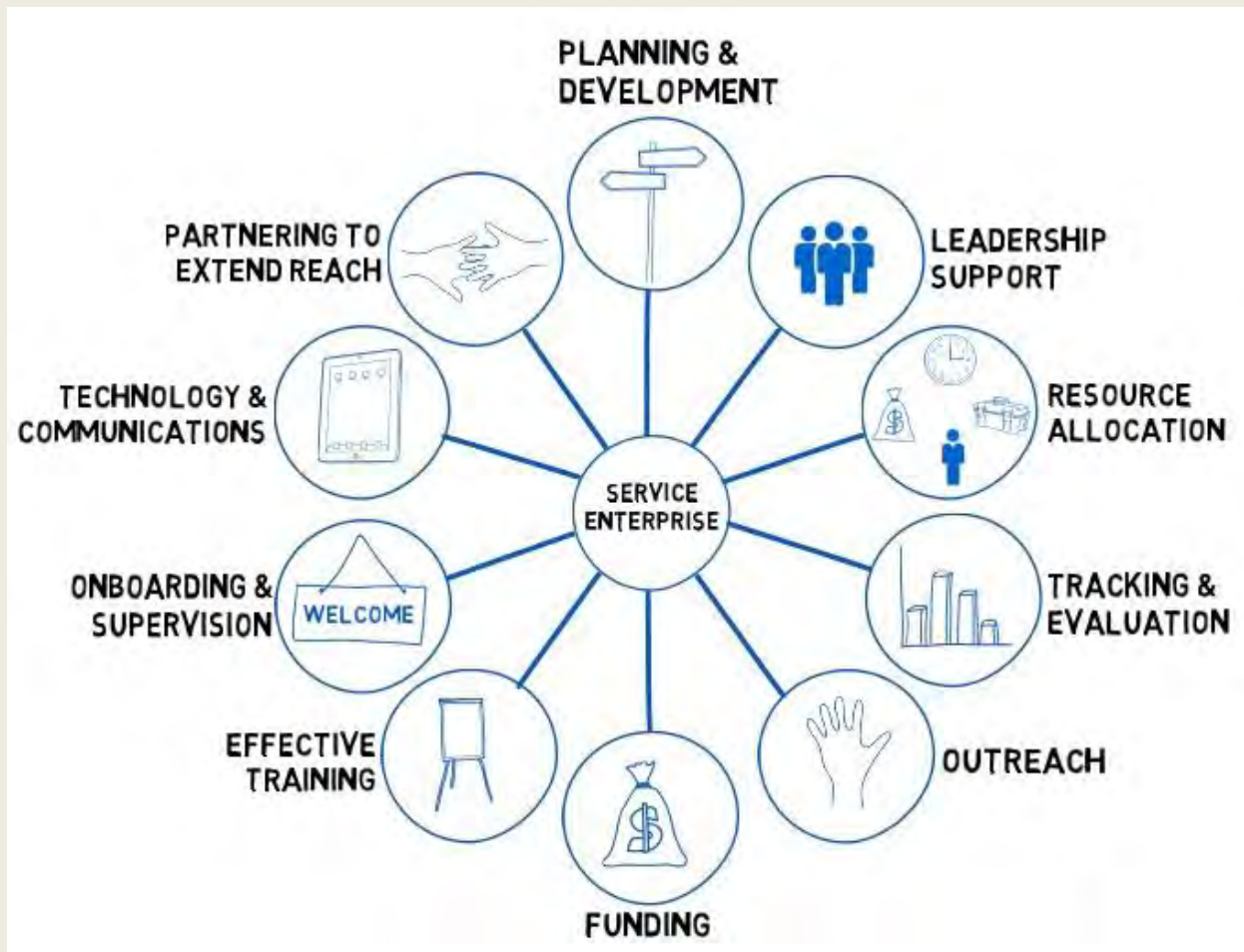


Service Enterprise in Roseville

WHAT:

- Excel at leveraging skills and talents of volunteers
- Research identified 10 key elements/best practices
- Certification process for bringing volunteer engagement to the next level, throughout all levels and areas of organizations
- Tools and strategies for creating a culture of volunteerism
- Multi-part process from assessment to on-going process and process improvement









Roseville volunteers are:

- All ages, abilities, skill, education and talent levels
- 73% are Roseville residents, others come from 38 cities across the metro and beyond.
- Individuals, families, corporate groups, faith groups, students volunteer

Increased quality of life



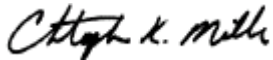
Engaged residents

THANK YOU

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 8/22/2016
Item No.: 12.a

Department Approval



City Manager Approval



Item Description: Public Hearing to Approve/Deny an On-Sale and Sunday Intoxicating Liquor License for Lucky's 13 Pub – Roseville located at 2480 Fairview Ave N.

BACKGROUND

Under City Code, a public hearing is required to consider approving liquor licenses for the current calendar year. The City has received an application for a 2016 Liquor License as follows:

- ❖ Lucky's 13 Pub – Roseville – On-Sale and Sunday Intoxicating Liquor License
- ❖ Lucky's 13 Pub – Roseville – Outside Sales and Consumption Endorsement
- ❖ Lucky's 13 Pub – Roseville – 2 AM Liquor License

The endorsement will be for the sale and consumption of alcoholic beverages outside of the licensed premises. Lucky's 13 Pub – Roseville has a patio area outside their entrance for seasonal outdoor seating. Lucky's 13 Pub – Roseville has also applied for a 2 AM Liquor License with the State of Minnesota.

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

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.

STAFF RECOMMENDATION

The applicant meets all requirements set forth under City Code. Staff recommends approval.

REQUESTED COUNCIL ACTION

Motion to approve Lucky's 13 Pub – Roseville's request for an On-Sale and Sunday Intoxicating Liquor License and Outside Sales and Consumption Endorsement, and 2 AM Liquor License located at 2480 Fairview Ave N.

Prepared by: Chris Miller, Finance Director
Attachments: A: Lucky's 13 Pub Application



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division (AGED)
 444 Cedar Street, Suite 222, St. Paul, MN 55101-5133
 Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

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

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types:

- 1) City issued on sale intoxicating and Sunday liquor licenses
- 2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License Roseville License Period From: 11/1/16 To: 12/31/16

Circle One: New License License Transfer _____ Suspension Revocation Cancel _____
 (former licensee name) (Give dates)

License type: (circle all that apply) On Sale Intoxicating Sunday Liquor 3.2% On sale 3.2% Off Sale

Fee(s): On Sale License fee: \$ 1166.67 Sunday License fee: \$ 33.34 3.2% On Sale fee: \$ _____ 3.2% Off Sale fee: \$ _____

Licensee Name: Lucky's 13 Pub - Roseville LLC DOB _____ Social Security # _____
 (corporation, partnership, LLC, or individual)

Business Trade Name Lucky's 13 Pub Business Address 2480 Fairview Ave NW City Roseville

Zip Code 55113 County Ramsey Business Phone 651-366-6420 Home Phone 612-327-5850

Home Address _____ Licensee's MN Tax ID # 4649920

Licensee's Federal Tax ID # 81-542147
 (To apply call IRS 800-829-4933)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

Charles A. Burrows

Partner/Officer Name (First Middle L.)

Linda R. Young

Partner/Officer Name (First Middle L.)

Gregory T. Creighton

Partner/Officer Name (First Middle L.)

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Circle One: (Yes No) During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: Security National Policy # SWL1073875

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.

City Clerk or County Auditor Signature _____ Date _____
 (title)

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



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)
444 Cedar Street, Suite 133, St. Paul, MN 55101-5133
Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555
www.dps.state.mn.us

Application for Optional 2 AM Liquor License

License type code: 2AM License Expiration Date _____ ID# _____
(For Office Use Only)

Licensee Name: Luckys 13 Pub Roseville LLC

Trade Name: _____

Licensed Location Address: 2480 FANVIEW AVE N. #210

City, State, Zip Code: ROSEVILLE, MN 55113

Business Phone: 651-366-6420

If the above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

Charles A. Borrows
Partner/Officer Name (First Middle Last) DOB _____ Social Security # _____ Home Address _____

Linda R. Yang
Partner/Officer Name (First Middle Last) DOB _____ Social Security # _____ Home Address _____

Gregory T. Craighton
Partner/Officer Name (First Middle Last) DOB _____ Social Security # _____ Home Address _____

Licensee must report previous 12 month on sale alcoholic beverage gross receipts by checking one of the boxes below. Next to the box you check is your 2 AM license fee. Make check payable to: **Alcohol and Gambling Enforcement Division (AGED)**. Mail this application and check to : AGED, 444 Cedar St., Suite 133, St. Paul, MN 55101-5133.

not yet opened - not sure of sales

- ☐ \$300 2 AM license fee - Up to \$100,000 in on sale gross receipts for alcoholic beverages
☐ \$750 2 AM license fee - Over \$100,000, but not over \$500,000 in on sale gross receipts for alcoholic beverages
☐ \$1,000 2 AM license fee - Over \$500,000 in on sale gross receipts for alcoholic beverages
☐ \$200 2 AM license fee - 3.2% On Sale Malt Liquor licensees or Set Up license holders
☒ \$200 2 AM license fee - Did not sell alcoholic beverages for a full 12 months prior to this application

☒ Yes ☐ No Does your city or county licensing official allow the sale of alcoholic beverages until 2 AM?

City Clerk/County Auditor Signature _____ Date _____

(I certify that the city or county of _____ approves the sale of alcoholic beverages until 2 AM)

Licensee Minnesota Tax ID Number (Required) 4649920

Licensee Signature Charles A. Borrows Date 9/8/14
(I certify that I have answered the above questions truthfully and correctly)

Licensee: Prior to submitting this application to the Alcohol and Gambling Enforcement Division, it must be signed by your local city or county licensing official.

CITY OF ROSEVILLE

Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 490-2212

ON-SALE INTOXICATING OUTSIDE PERMANENT ENDORSEMENT

Trade Name Luckys 13 Pub
Business Name Luckys 13 Pub Roseville LLC
Business Address 2480 Fairview Ave Roseville, MN

Business Phone 612-327-5850 / 651-366-6420 - Corp. Office
Contact person Dee-Dee Sanford

Phone _____

Location of Outside Sales 2480 Fairview Ave, Roseville

The undersigned agrees to abide by all the laws of the State of Minnesota and the Ordinances of the City of Roseville.

Signature Chad Burns Date 8/8/16

License fee is 25.00

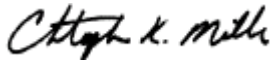
Make checks payable to City of Roseville

*** Contact Community Development. Requires land use approval**

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 8/22/2016
Item No.: 12.b

Department Approval



City Manager Approval



Item Description: Public Hearing to Approve/Deny a renewal of a 2 AM Liquor License for M.T. Rests. (Roseville) Inc dba Joe Senser's Sports Grill and Bar located at 2350 Cleveland Ave.

BACKGROUND

Under City Code, a public hearing is required to consider approving liquor licenses for the current calendar year. The City has received a renewal application for a 2016/2017 2 AM Liquor License as follows:

- ❖ M.T. Rests. (Roseville) Inc dba Joe Senser's Sports Grill and Bar – 2 AM Liquor License

Neither State Statute nor City Code limits the number of Liquor Licenses that can be issued for 2 AM Sales.

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.

STAFF RECOMMENDATION

The applicant meets all requirements set forth under City Code. Staff recommends approval.

REQUESTED COUNCIL ACTION

Motion to approve M.T. Rests. (Roseville) Inc's request for a 2 AM Liquor License located at 2350 Cleveland Ave.

Prepared by: Chris Miller, Finance Director
Attachments: A: M.T. Rests. Application



Renewal Application for Optional Liquor 2AM License

License Type: 2AM-500K+

Expires On: September 12, 2016

ID Number: 12570

DBA

M.T. Rests. (Roseville) Inc.
 Joe Senser's Sports Grill & Bar
 2350 Cleveland Ave
 Roseville MN 55113

Business Phone: 6516311781

If any of the above licensee information is not correct, please make corrections as necessary.

Licensee must report previous 12 month on sale alcoholic beverage gross receipts by checking one of the boxes below. Next to the box you check is your 2 AM license fee. Make check payable to: Alcohol and Gambling Enforcement Division (AGED). Mail this application and check to: AGED, 445 Minnesota St., Suite 222, St. Paul, MN 55101-5133.

- ☐ \$300 2 AM license fee - Up to \$100,000 in on sale gross receipts for alcoholic beverages
☐ \$750 2 AM license fee - Over \$100,000, but not over \$500,000 in on sale gross receipts for alcoholic beverages
☒ \$1000 2 AM license fee - Over \$500,000 in on sale gross receipts for alcoholic beverages
☐ \$200 2 AM license fee - 3.2% On Sale Malt Liquor licensees or Set Up license holders
☐ \$200 2 AM license fee - Did not sell alcoholic beverages for a full 12 months prior to this application

☒ Yes ☐ No Does the city or county that issues your liquor license allow the sale of alcoholic beverages until 2 AM?

City Clerk/County Auditor Signature _____ Date _____

(I certify that the city or county of _____ approves the sale of alcoholic beverages until 2AM)

Licensee Signature Per: M.T. Restaurants (Roseville), Inc. Date July 26, 2016

(I certify that I have answered the above questions truthfully and correctly)

Licensee Minnesota Tax ID Number (Required): 2384137

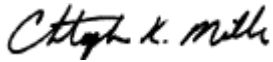
Licensee: Prior to submitting this application to the Alcohol & Gambling Enforcement Division you must have this form signed by your local city or county licensing official

Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division (AGED)
 445 Minnesota Street, Suite 222, St. Paul, MN 55101-5133
 Telephone 651-201-7500 Fax 651-297-5259 TTY 651-282-6555
 dps.mn.gov

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 08/22/16
Item No.: 13.a

Department Approval



City Manager Approval



Item Description: Hearing to Solicit Public Comment on the 2017 Budget & Tax Levy

BACKGROUND

Earlier this year, the City Council established a 2017 Budget Calendar which outlined a series of steps to establish an eventual budget. The calendar is as follows:

2017 Budget Calendar

Presentation of Organizational Priorities.....	May 16, 2016
Review a Variety of Budget Information Packages	June 20, 2016
Presentation of the City Manager Recommended Budget.....	July 18, 2016
Review 2017-2036 Capital Improvement Plan.....	August 15, 2016
Receive Budget Recommendations from the Finance Commission.....	August 15, 2016

----- Pending Dates (tentative) -----

Preliminary Budget Hearing.....	August 22, 2016
Adopt the Preliminary Budget.....	September 12, 2016
Continue Discussions on the Budget/Review Water & Sewer Rates.....	November 14, 2016
Final Budget Hearing.....	November 28, 2016
Adopt the 2017 Water & Sewer Rates.....	November 28, 2016
Adopt the 2017 Final Budget.....	December 5, 2016

The next step in the Budget Calendar is to hold a hearing to solicit comment on the 2016 budget and tax levy. The purpose of the hearing is to provide citizens with an opportunity to provide input on City programs and the budget and to gauge their willingness to pay higher property taxes and fees in order to maintain programs at current service levels. The City Council can then use this input to help guide the setting of a preliminary tax levy and budget.

For reference purposes, the 2017 Recommended Budget calls for a tax levy increase of \$1,046,450 or 5.5%. This will result in a tax impact of \$4.22 per month for a typical single-family home. With this increase, homeowners will pay approximately \$904 annually or \$75 per month for core services including; 24x7x365 police and fire protection, well-maintained streets and parks, street lighting, and other services.

34 The 2017 Recommended Budget (amended) has been reduced by \$661,000 reflecting lower proposed
35 capital spending than originally projected a month ago. The Budget now stands at \$52,110,685 – a slight
36 reduction of \$1,935 from the current year.

37 **POLICY OBJECTIVE**

38 Holding a budget hearing to solicit public input is consistent with Council-established goals as well as
39 municipal budgeting best practices.

40 **FINANCIAL IMPACTS**

41 Not applicable.

42 **STAFF RECOMMENDATION**

43 Not applicable.

44 **REQUESTED COUNCIL ACTION**

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

46

Prepared by: Chris Miller, Finance Director

Attachments: A: 2016 Budget & Tax Levy Summary & Reconciliation

2017 Proposed Budget Reconciliation: *Tax-Supported Funds*

	Operating Budget <u>Expenditures</u>	Tax Levy <u>Revenues</u>	<u>Notes (Pertains to budget impacts unless otherwise noted)</u>
2016 Adopted Budget / Levy	\$ 24,270,865	\$ 18,944,720	
2017 Proposed Subtractions			
S1: Reduced costs for one-time spending	(8,000)	(8,000)	
S2: Reduced costs for supplies & materials	(43,345)	(43,345)	See Appendix S2
S3: Reduced costs for contractual services, other charges	(142,510)	(142,510)	See Appendix S3
S4: Reduced costs for labor: position reductions	(219,935)	(219,935)	See Appendix S4
S5: Reduced costs for labor: health insurance & benefits	-	-	See Appendix S5
S6: Reduced costs for debt service	-	-	
S7: Reduced levy due to increased non-tax revenues	-	(45,875)	Add'l Park & Rec Program Fees
S8: Reduced contributions to capital reserve funds	-	-	
Total Subtractions	\$ (413,790)	\$ (459,665)	
2017 Proposed Additions			
A1: Increased costs for one-time spending	30,000	30,000	See Appendix A1
A2: Increased costs for supplies & materials	43,100	43,100	See Appendix A2
A3: Increased costs for contractual services, other charges	195,880	195,880	See Appendix A3
A4: Increased costs for labor: cost-of-living adjustment	263,000	263,000	Includes 2.75% COLA; 2.0% for IAFF
A5: Increased costs for labor: wage steps (net)	218,000	218,000	
A6: Increased costs for labor: new positions	376,385	376,385	See Appendix A6
A7: Increased costs for labor: health insurance & benefits (net)	50,325	50,325	
A8: Increased costs for debt service	-	-	
A9: Increased contributions to capital replacement funds	-	225,000	\$65K Pathways, \$160K for PMP
A10: Makeup of use of reserves in current/previous years	-	375,500	
A11: Increased levy due to decline of non-tax revenues	-	209,425	GF: Court Fines, Interest Earnings
Total Additions	\$ 1,176,690	\$ 1,986,615	
Proposed for 2017 (Before Tax Relief Measures)	\$ 25,033,765	\$ 20,471,670	
\$ Change	762,900	1,526,950	
% Change	3.1%	8.1%	
Less Use of Reserves for Property Tax Relief (Discretionary)	\$ -	\$ (480,500)	\$375,500 GF; \$30K Transp. Plan; \$75K Forfeitures
Note: Per Cash Reserve Policy, reserves may be used for tax relief if over target levels, or they may be allocated for other funds			
Proposed for 2017 (After Tax Relief)	\$ 25,033,765	\$ 19,991,170	
\$ Change	762,900	1,046,450	
% Change	3.14%	5.52%	= \$4.22 per month for median-valued SF home

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: August 22, 2016
Item No.: 14.a

Department Approval



City Manager Approval



Item Description: Public Right of Way ADA Transition Plan

BACKGROUND

The Americans with Disabilities Act (ADA), enacted on July 26, 1990, is a civil rights law prohibiting discrimination against individuals on the basis of disability. One of the requirements of the ADA is to have an ADA transition plan. This plan includes a self-evaluation of City facilities, public outreach, grievance procedures and implementation schedule.

The purpose of this plan is to provide a framework by which the City will inspect, inventory, and upgrade public facilities in City right-of-way to make them compliant with ADA laws. Once this plan is adopted the City will implement it department wide. The major infrastructure components of this transition plan are pedestrian curb ramps, trail and sidewalks.

As part of the self-evaluation process the City will evaluate infrastructure for ADA compliance. The City has identified 419 curb ramps that the City maintains. The City will be evaluating these for ADA compliance to help identify issues and prioritize upgrades.

The major proposed method of addressing non-compliant pedestrian facilities is with corresponding road construction projects. All of the pedestrian walkways will be inspected ahead of a proposed road project and any deficiencies will be addressed as part of the project. For example, on this year's Pavement Management Project the City upgraded 25 curb ramps to the latest ADA standard. The second method of addressing non-compliant facilities is with an individual project. These projects would typical be done if there are specific requests from the public to upgrade an ADA facility.

The plan also includes a grievance form that residents can obtain and submit to the Engineering department. Staff will review these grievances as they are received and determine the best course of action to address the submitted grievance. This plan currently only applies to public right of way infrastructure. The plan further indicates that the City Engineer will be the ADA Coordinator for infrastructure in the right-of-way.

The Public Works Environment and Transportation Commission (PWETC) discussed this item at its April 26, 2016 meeting (Attachment B). Numerous questions and comments were given but no action was taken by the commission.

POLICY OBJECTIVE

The ADA Transition Plan would help the City evaluate the needs of all citizens who use public infrastructure. The plan will also help prioritize ADA improvements.

31 **FINANCIAL IMPACTS**

32 Most infrastructure required to be upgraded will be done with project funds at the time of the
33 project. Individual project requests will be evaluated on a case by case basis to determine need,
34 priority and funding if necessary.

35 **STAFF RECOMMENDATION**

36 Staff recommends that the City Council approve the City of Roseville ADA Transition Plan for
37 Facilities within Public Right-of-Way.

38 **REQUESTED COUNCIL ACTION**

39 Approve the City of Roseville ADA Transition Plan for Facilities within Public Right-of-Way.

Prepared by: Jesse Freihammer, Asst. Public Works Director/City Engineer
Attachments: A: ADA Transition Plan
B: PWETC Minutes

City of Roseville ADA Transition Plan for Facilities within the Public Right-of-Way

Introduction

The Americans with Disabilities Act (ADA), enacted on July 26, 1990, is a civil rights law prohibiting discrimination against individuals on the basis of disability. Since the adoption of the ADA, the City of Roseville has striven to provide accessible pedestrian features that meet ADA standards within the public rights-of-ways.

This document has been created to specifically cover accessibility within the public rights of way and does not include information on City/County programs, practices, or building facilities not related to public rights of way.

Policy

The City of Roseville's goal is to continue to provide accessible pedestrian design features as part of the City's 5 year Capital Improvement Plan (CIP) projects and maintenance projects. The standards and procedures will be kept up to date with nationwide and local best management practices.

The City of Roseville will consider and respond to all accessibility improvement requests. All accessibility improvements that have been deemed reasonable will be scheduled consistent with transportation priorities. The City will coordinate with external agencies and contractors to ensure that all new or altered pedestrian facilities within City jurisdiction are ADA compliant to the maximum extent feasible.

Request for accessibility improvements should be directed to the ADA Coordinator at the Roseville Public Works Engineering Department.

Improvement Schedule

Each year the city council approves a 5 year Capital Improvement Plan (CIP). ADA compliance and improvements are planned and incorporated into each of these CIP projects.

Self-Evaluation

The City, as part of its 2030 Comprehensive Plan, performed a high level review of the existing pedestrian facilities. The 2030 Comprehensive Plan is a guiding document for future plans of trails, sidewalks, and bicycle routes.

Each City CIP project, scheduled street/utility project, and pedestrian facility maintenance project the City performs a detailed review of the existing facilities for ADA compliance and which facilities require upgrades.

As additional information is made available as to the methods of providing ADA accessible features, the City will continue to update their procedures to accommodate these methods.

Public Outreach

Public meetings are held during the feasibility study for all CIP projects prior to design and construction to gather input from the public. Additionally input from residents regarding areas that are not part of a

CIP project are evaluated on an individual basis. Information about ADA facilities and requirements within the public rights-of-way is also available on the city web site and in monthly news articles.

Grievance Procedure

If users of the City of Roseville's facilities and services located within the public rights-of-way believe the City of Roseville has not provided reasonable accommodations, they have the right to file a grievance.

A complaint from a citizen should be made in writing addressed to the attention of the ADA Coordinator. A response to the complaint will be made within thirty days. If the complainant feels that an equitable resolution has not been reached they may appeal to the City Council.

External Agency Coordination

Other agencies are responsible for some pedestrian facilities within the jurisdiction of the City of Roseville. The City will coordinate with those agencies to ensure that any new or altered work on those facilities is ADA compliant to the maximum extent feasible.

ADA Coordinator

The ADA Coordinator may be contacted by calling the Public Works Engineering Department at 651-792-7004. All written correspondence shall be sent to the following address:

Attn: City of Roseville ADA Coordinator
City Engineer
2660 Civic Center Drive
Roseville, MN 55113

Implementation Schedule

The City of Roseville will utilize two methods for upgrading pedestrian facilities to the current ADA standards. The first and most comprehensive of the two methods are the scheduled street and utility improvement projects. All pedestrian facilities impacted by these projects will be upgraded to current ADA accessibility standards. The second will be on a case by case basis based on information received from the City's grievance procedure.

Design Procedures

Curb ramps, blended transitions, sidewalks and trails will attempt to be constructed or upgraded to achieve compliance within all capital improvement and maintenance projects. There may be limitations which make it technically infeasible for an intersection corner or segments of sidewalks and trails to achieve full accessibility within the scope of any project. Additionally, the City will coordinate with other agencies for all signalized intersections to ensure that they meet ADA requirements to the maximum extent possible within the scope of any project. Regardless of if full compliance can be achieved or not, each intersection corner, sidewalk and trail, shall be made as compliant as possible in accordance with the judgment of the City Engineer and staff.

City of Roseville ADA grievance form for facilities within the public right-of-way

This form is for requesting the City of Roseville review an existing public pedestrian facility for meeting ADA compliance or to analyze the need for new ADA compliant public pedestrian facility within the City of Roseville's public rights-of-way.

Contact Information

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Description and location of ADA request and preferred remedy sought:

The ADA Coordinator may be contacted by calling the Public Works Engineering Department at 651-792-7004. Please submit written correspondence to the following address:

Attn: City of Roseville ADA Coordinator
City Engineer
2660 Civic Center Drive
Roseville, MN 55113

Appendix 1

Curb Ramps



Prepared by:
Engineering Department
October 02, 2015

- | | |
|---|---|
| ● Ramp-City (419) | — Asphalt Pathway |
| ● Ramp-County (654) | — Concrete Pathway |
| ● Ramp-State (60) | — Aglime Pathway |
| | — Boardwalk Pathway |
| | — Granite Pathway |
| | — Woodchips Pathway |
| | — Ski Trails Pathway |

Data Sources and Contacts:
 * Ramsey County GIS Base Map (5/1/15)
 * City of Roseville Engineering Department
 For further information regarding the contents of this map contact:
 City of Roseville, Engineering Department,
 2660 Civic Center Drive, Roseville MN

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 651-792-7075. 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.

0 500 1000 1500 2000 Feet

mapdoc: CurbRamps.mxd
map: CurbRamps.pdf



Chair Cihacek asked individual PWETC members to think about the information they wanted Metro Transit to provide to staff for dissemination to the PWETC as part of their future work on the comprehensive plan transportation aspects.

From Metro Transit's perspective, Mr. Lamb advised he would do the same on their end with their staff to make sure the appropriate and most helpful level of data and input is provided to Roseville staff and the PWETC.

At the request of Member Seigler, it was determined that the presentation data shared on Roseville boardings per location was available for the public and PWETC, but was in GIS format. Mr. Lamb advised he would get Roseville staff additional information on how to make access of that data easier.

For the viewing public, Member Heimerl asked for contact information for those having any transit issues or concerns, with Mr. Lamb referring the public to the Metro Transit website or customer information phone number, as well as it being posted in shelters.

During his short six months at Metro Transit, Mr. Williams noted their customer-focused interests and his favorable impression with treatment of riders equitably. Recognizing that future transit isn't sustainable under current models, Mr. Williams noted the interest in providing a mass transit product to Roseville, as well as the bigger picture to assist with continued growth. Mr. Williams thanked the PWETC and Roseville staff for their support, and asked that they feel free to contact him personally at Metro Transit with ideas or if there was any way he could help.

On behalf of the PWETC, Chair Cihacek thanked Mr. Williams and Mr. Lamb for their attendance, presentation, and valuable information.

7. ADA Transition Presentation

Mr. Freihammer introduced in-house staff work to-date for creation and adoption of a citywide transition plan, as required by law, for Americans with disabilities Act (ADA) for the City of Roseville.

City Engineer Luke Sandstrom provided a presentation on the draft plan (Attachment A) and how the city transitions into citywide ADA compliance. At the request of Chair Cihacek, Mr. Sandstrom advised that anything not currently at a proper grade or based on the now dated 1990 ADA requirements, would need replaced or revised. Mr. Sandstrom noted that this typically focused on public rights-of-way and areas not at today's proper grades for curb ramps. While required by law now, Mr. Sandstrom noted that the city had been proactively updating them when doing a project within the area, in order to facilitate Roseville residents and visitors to the area having physical and/or visual issues.

Mr. Sandstrom reviewed the proposed plan, and various components including a policy, schedule, assignment of an ADA Coordinator (Mr. Freihammer), collection of inspections and data retention, grievance procedures for the public's awareness, and design procedures. Mr. Sandstrom advised that this would be similar to the city's annual Pavement Management Plan (PMP) or street maintenance projects, with inspections performed for all pedestrian facilities within a particular project area, at which time they would be brought into compliance. As previously noted, Mr. Sandstrom advised that even without an official ADA plan in place the city had been making necessary revisions for years.

As part of his presentation, Mr. Sandstrom reviewed the various scenarios and diagrams of a cross slope for specific ranges (steepness) domes for visually impaired to feel out, grades for tapering the curb into the ramp and lip; and other steps to eliminate tripping hazards. Mr. Sandstrom advised that staff was currently finalizing its data collection process, and would ultimately begin inspections, subsequently incorporating that data into its asset management plan. Mr. Sandstrom reported on the 3-2-1 ranking system and the criteria of each (e.g. full compliance, non-compliant with small modification needed, or full replacement) and space requirements needed and/or available to being the grade into proper alignment.

At the request of Member Seigler, Mr. Freihammer estimated that the cost to remove and replace curb and gutter was approximately \$30 to \$40 per foot; typically running \$7,000 to \$8,000 per ramp; multiplied by four an intersection.

Mr. Sandstrom continued the presentation with why inspections were necessary since the 10-year-old ADA law was no longer compliant; and provided various photographic examples of ramps. Mr. Sandstrom referenced the appendix that would be included in the ADA transition plan with curbs identified and catalogued by map and list, including designating which are city-, county- or state owned.

Mr. Sandstrom reviewed a draft grievance or complaint procedure for use by residents to bring areas to the city's attention, and available on the city website or at city hall, or by leaving a recorded message at City Hall; and subsequent staff field investigations, and a 30-day response timeframe to the submitter and ranking for resolution.

Mr. Sandstrom noted designs going forward to bring ramps up to current requirements/standards, with MnDOT plan sheets available for five different scenarios, and typically updated annually. Mr. Sandstrom advised that those plan sheets will become part of the ADA transition plan for Roseville, and every project built to ADA standards, whether a local or Minnesota State Aid (MSA) street.

Mr. Freihammer noted that this involves more than just curb ramps, but also involved a few bus shelters owned by the City (Larpenteur Avenue) that may fall under this plan to ensure they are accessible to all residents, as well as including any sidewalk or pathway within the city's jurisdiction. Beyond those curb ramps, Mr. Freihammer noted historical construction, including driveways needing the cross slope revised to match the sidewalk, and part of staff's consideration for any new building permit applications to make sure this is part of that focus for users of sidewalks and pathways.

At the request of Member Lenz, Mr. Freihammer clarified that the city didn't own any signals itself, with ownership by Ramsey County and/or MnDOT, with both agencies proving quite receptive to automatic pedestrian signals, known as APS (talking signals) at intersections. While unable to define how proactive the process had been to-date, Mr. Freihammer advised that upgrading was being done upon request, while unsure of the number of retrofits done prior to a full signal upgrade.

Member Wozniak questioned how familiar residents were of how and where to file complaints about ADA concerns, and asked staff to provide information to make that determination, duly noted by staff.

Member Lenz suggested the City's Human Rights Commission as another resource to work with for any compliance concerns of residents.

At the request of Member Seigler, Mr. Freihammer reviewed the transition plan in identifying those areas out-of-compliance, and how the plan dictates how to address each scenario on a case by case basis.

8. MS4 Updates

For the benefit of the PWETC, and prior to next month's annual public hearing, Mr. Freihammer provided a preliminary review of the City's Municipal Storm Sewer Systems (MS4) Permit through the Minnesota Pollution Control Agency (MPCA) and its periodic review and updating. Mr. Freihammer noted that this allowed the city to discharge stormwater into local water resources, and had been previously updated in 2013. Mr. Freihammer reviewed those ordinances (3) that staff recommended revising in the near future as the PWETC's recommendation for approval to the City Council.

Mr. Freihammer referenced Attachment D entitled, "Draft Stormwater Management Standards" compared to current standards, and erosion control and stormwater drainage ordinances as applicable.

Discussion included staff's suggestion to mimic watershed district stormwater volume of 1.1" versus the city's current 1.0", and related triggers for watershed district action versus those too small to do so;

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 8/22/2016
Item No.: 14.b

Department Approval



City Manager Approval



Item Description: The Community Development Department requests approval of a resolution authorizing abatement action for unresolved violations of the Minnesota State Building Code and City Code at 2814 Cleveland Avenue North.

BACKGROUND

On May 24, 2016, the Roseville Fire Department conducted a fire prevention inspection at 2814 Cleveland Ave. N. This is a commercial property owned by the Dorso Building Company (DBC). The Fire Prevention Inspection revealed several life safety violations of the Minnesota State Fire Code (MSFC), as well as, numerous Minnesota State Building, Electrical, Plumbing and Mechanical Code (MSBC, MEC, MSPC, MSMC) violations (MSBC 1300.0225, MEC 110.12, 314.25, 400.8, 348.12, MSPC 4714.0100, 4714.0101, MSMC 1346.0103). The life safety violations included a non-functional fire sprinkler system (MSFC 901.4.1, 901.6, 901.7), locked or blocked exit doors (MSFC 1020), as well as, a hazardous electrical system (MSFC 605.1, 605.6). A notice summarizing the results of the inspection was delivered to the property representative (Attachment B). The City of Roseville's Building Official was notified at this time.

A chronological list of correspondence and staff activity has been included as Attachment C.

On June 3, 2016, a meeting took place at the property between City of Roseville staff members from the Community Development Department, Fire Department and Dorso Building Company representatives. Staff observed an overwhelming number of violations, including confirmation of the hazardous electrical system, blocked/locked exit doors, inadequate emergency lighting, and no sanitary facilities in the building. The occupants have placed portable toilets outside of the building as a permanent fixture for onsite sanitation. The Fire Department had set a deadline for correction to the life safety items for July 8, 2016. If the life safety items were brought into compliance on or before the July 8, 2016 date, the Fire Department would then provide an additional 90 days for the correction of the remaining violations (Attachment G).

The Code Enforcement Division additionally provided the property owner with a correction order for the observed violations of State Code (MSBC, MEC, MSPC & MSMC listed above)), as well as, City Code (407.02, 407.03, 801.23, 906.03, 906.05, 906.06, 906.07, 906.08, 906.09). The terms set by Code Enforcement required the submittal of a plan for repairs no later than July 8, 2016. Included in the correction order, was a statement that if the terms of the correction order were not met, an order to vacate would be issued (Attachment I).

Staff research showed that the domestic water was shut off at the curb stop and no water has been used at the building since January 2011. There are no records that the water supplying the fire sprinkler system was ever terminated by the City. Correspondence was received by the City on June 24, 2016 from Dorso Building Company stating that the fire sprinkler system had been made functional and a full report would be provided to the City the week of July 1, 2016. This correspondence also indicated that the technical review of the building would not be ready by the July 8, 2016 deadline. Dorso Building Company made a request for an additional two-week period for the submittal of the technical report (Attachment J).

An additional meeting request was sent by correspondence from DBC (Attachment M). The City once again agreed to a meeting at the property. This meeting took place on July 7, 2016. An agreement was made at this meeting that the property owner would provide a list of contractors or technical experts who would be working on corrective action on the property. Also agreed upon by all parties was an extension of the July 8, 2016 deadline to July 28, 2016 for all report submittals and correction of all life safety items (Attachment N).

Report submittals and corrective action did not occur as required by the July 28, 2016 deadline. On August 3, 2016, Code Enforcement sent correspondence to Dorso Building Company detailing that the City of Roseville had not received the required reports or verified corrections to the life safety items by the agreed upon deadline. In this correspondence, the property owner was informed that this matter would be brought before City Council with a request by Community Development to order the building vacated and the Certificate of Occupancy suspended (Attachment Q).

It is the opinion of staff that the most timely and effective way to remove the hazardous conditions observed at this property is to order the building vacated (MSBC 1300.0180, City Code 906.03), the Certificate of Occupancy suspended (MSBC 1300.0220) and disconnect the utility connections to the property (MSBC 1300.0180). The reinstatement of the Certificate of Occupancy and use of the buildings may only be obtained upon the full compliance, by the property owner, to the requirements outlined above.

ADDITIONAL PROPERTY CONCERNS

It should further be noted that staff has recently discovered the existence of a previously unknown structure on the property, for which no building permit or inspection records exist. Staff possesses information suggesting that the structure is occupied and used for commercial purposes. Staff has requested consent to inspect the structure for additional code violations, but has not received such consent from the property owner as of the writing of this RCA. Staff will follow proper procedure to establish code compliance on this structure, but at this time staff is not requesting Council action regarding this additional structure. (Attachment R).

POLICY OBJECTIVE

Enforcement of City Code and the State Building Code along with ensuring public safety and health standards related to building construction and property maintenance, for the general welfare of the community is the mission of the Community Development Department. Property maintenance through City abatement activities is a key tool to preserving high-quality neighborhoods. Both Imagine Roseville 2025 and the City's 2030 Comprehensive Plan support property maintenance as a means by which to achieve neighborhood stability.

FINANCIAL IMPACTS

No financial impacts to the City, for this abatement, are anticipated. Abatement would consist of placarding the building as condemned (City Code 906.03.H.6), by an order to vacate (MSBC 1300.0180), the suspension of the Certificate of Occupancy (MSBC1300.0220) and the disconnection of utilities from the property (MSBC 1300.0180).

STAFF RECOMMENDATION

Staff recommends that the Council approve the attached resolution (Attachment Z) and direct Community Development Department staff to abate the above referenced violations at 2814 Cleveland Ave. N. by ordering the structure to be vacated, condemn the building, suspend the Certificate of Occupancy and disconnect the utilities from the property. These actions are consistent with City Code Section 906.03, Minnesota State Building Code Sections 1300.0180 and 1300.0220.

REQUESTED COUNCIL ACTION

Motion to approve the attached resolution (Attachment Z) authorizing abatement action at 2814 Cleveland Avenue N. through the order to vacate, condemn the building, suspend the Certificate of Occupancy and disconnect the utilities from the property.

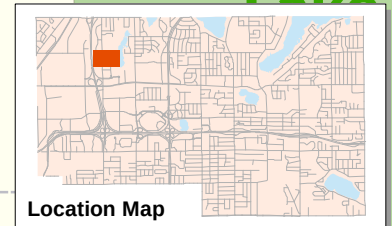
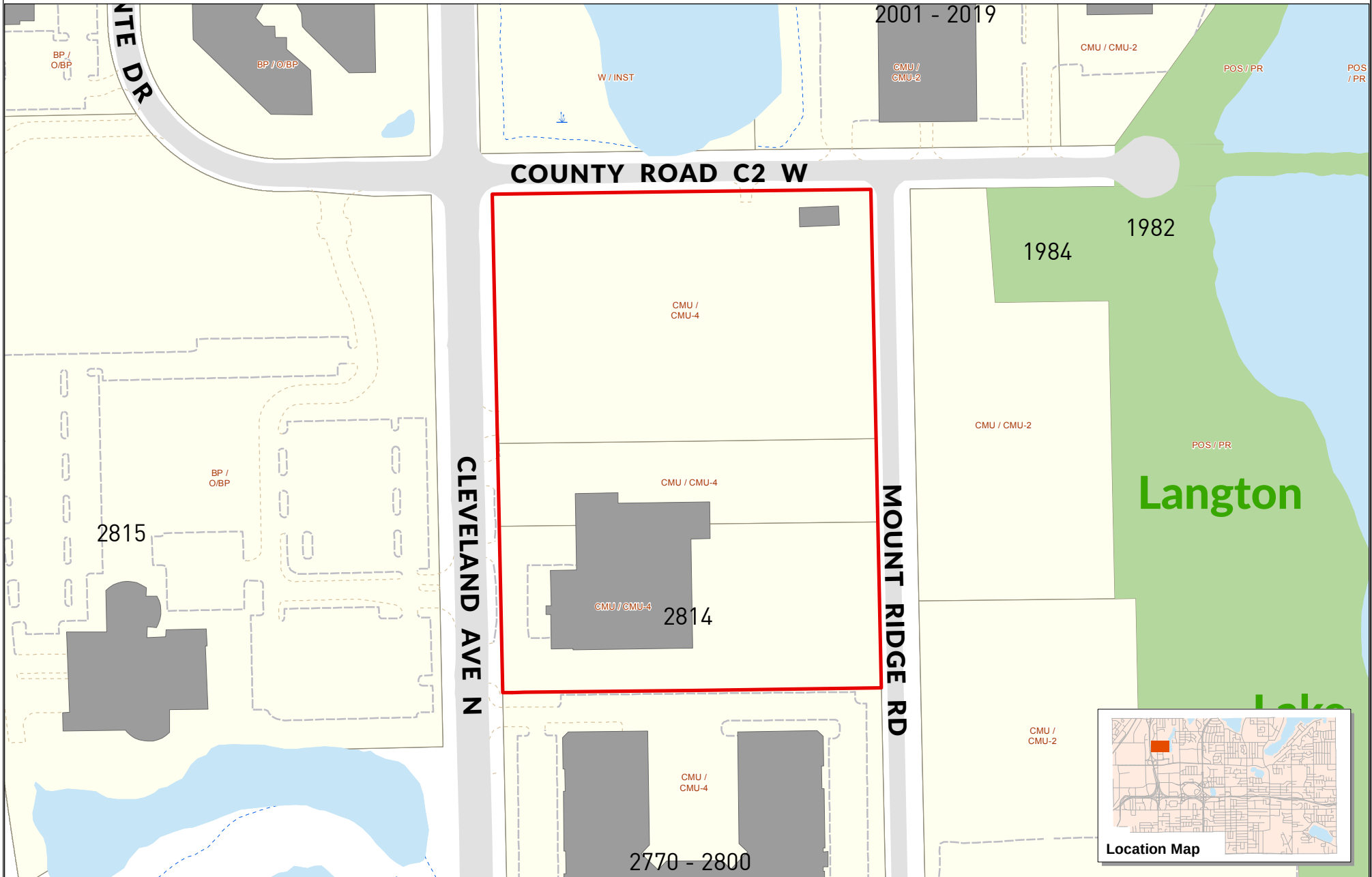
Prepared by: David Englund, Codes Coordinator/Building Official

Attachments:

- A: Map of 2814 Cleveland
- B: Fire Department letter stating inspection findings
- C: Timeline
- D: Property owner letter requesting meeting with City staff
- E: Letter from City agreeing to meet with property owner
- F: Property owner letter after June 3, 2016, meeting
- G: Letter from City detailing June 3, 2016, meeting
- H: Letter from City providing Fire inspection results
- I: Building Official's letter to property owner
- J: Property owner response and request for extension
- K: Property owner letter requesting another meeting with City staff
- L: Building Official's letter agreeing to meet again with property owner
- M: Property owner's acknowledgment of meeting date
- N: Letter from City summarizing July 7, 2016, meeting
- O: Property owner letter supplying contractor list
- P: Property owner providing limited technical review of exit issues
- Q: Letter from City in response detailing missed deadline date for resolution of life safety issues
- R: Letter from City regarding additional occupied structure on property
- S: Property owner letter providing electrical and fire contractors' proposals
- T: Photos of hazardous electrical (1 & 2)
- U: Photo of hazardous electrical (3)
- V: Photo of hazardous electrical (4)
- W: Photo of water damage
- X: Photo of blocked fire exit and inoperable exit door
- Y: Photo of fire violations
- Z: Resolution

2814 Cleveland Ave N

ATTACHMENT A



Prepared by:
Community Development Department
Printed: June 22, 2016



Site Location

Data Sources

* Ramsey County GIS Base Map [6/2/2016]
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

Disclaimer

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0 100 200 Feet



City of Roseville Fire Department

2701 Lexington Ave. • Roseville, MN 55113

Phone: 651.792.7009 • Fax: 651.792.7300

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May 26, 2016

Dorso Building Co
PO Box 120548
New Brighton MN 55112-0020

RE: 2814 Cleveland Avenue, Roseville MN 55113

Mr. Dorso,

Building Fire Sprinkler System

An inspection on May 24th, 2016 for the building located at 2814 Cleveland Avenue by the Roseville Fire Department shows the existence of the following life safety violations of the 2012 International Fire Code (2015 MSFC with amendments).

The building appears to be fully sprinklered. During the inspection it was noted that the fire sprinkler system has been disabled. The OS & Y valve is in the closed position, the tamper switches were cut or removed, and the fire alarm box was removed; the last system inspection tag is dated 2006. It was also noted there is no running water to the building.

MSFC-901.4.1 Required fire protection systems.

MSFC-901.6 Fire alarm and automatic fire-extinguishing systems shall be inspected and tested at least annually.

MSFC-901.7 System out of service.

MSFC-901.8 Removal of or tampering with equipment.

MSFC-901.8.1 Removal of or tampering with appurtenances.

MSFC-901.9 Termination of monitoring services.

The sprinkler system will need to be serviced by a fire sprinkler company, and made operational in accordance with the stated Fire Code.

Until such time the sprinkler system can be made operational and inspected by the Fire Department a "fire watch" MSFC-1404.5 must be provided in accordance with the referenced code requirement.

Fire Exit

An inspection on May 24, 2016 for the building located at 2814 Cleveland Avenue by the Roseville Fire Department shows the existence of the following life safety violations of the 2012 International Fire Code (2015 MSFC with amendments).

The building has several violations related to locked and or blocked exit doors and exit passage ways.

MSFC – 1020 Exit passageway

MSFC – 1020 Blocked & locked exit doors

ATTACHMENT B

City of Roseville Fire Department

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Compliance

MSFC- 109.2 Owner/ occupant responsibility

Due to the life safety concerns related to these violations I hereby order a "Corrective Action Plan" for repairs and inspection of the building sprinkler system, and fire exit violations submitted to the Fire Department no later than 3pm on Friday, May 27, 2016, with full compliance for all items no later than Friday June 3, 2016.

Should these life safety violations not be resolved within the allowed time frame, we hereby order a full cease and desist for all operations within the building no later than Friday June 3, 2016. (MSFC 110.1-110.04)

Order is hereby given on May 26, 2016 in compliance with MSFC 109.3 Notice of Violation

Timothy O'Neill

Fire Chief/Fire Marshal

Additional Fire Code Violations

An inspection on May 24th 2016 for the building located at 2814 Cleveland Avenue by the Roseville Fire Department shows the existence of the following life safety violations of the 2012 International Fire Code (2015 MSFC with amendments).

Numerous fire code violations were observed in addition to the two life safety violations referenced above. The Fire Department is in the process of documenting all violations and will be providing a full report to the property owner within the next few weeks.

Such additional violations include but are not limited to the following:

MSFC- 1011, 1027.3 Exit signs

MSFC- 1006, 1027.5 Emergency lighting

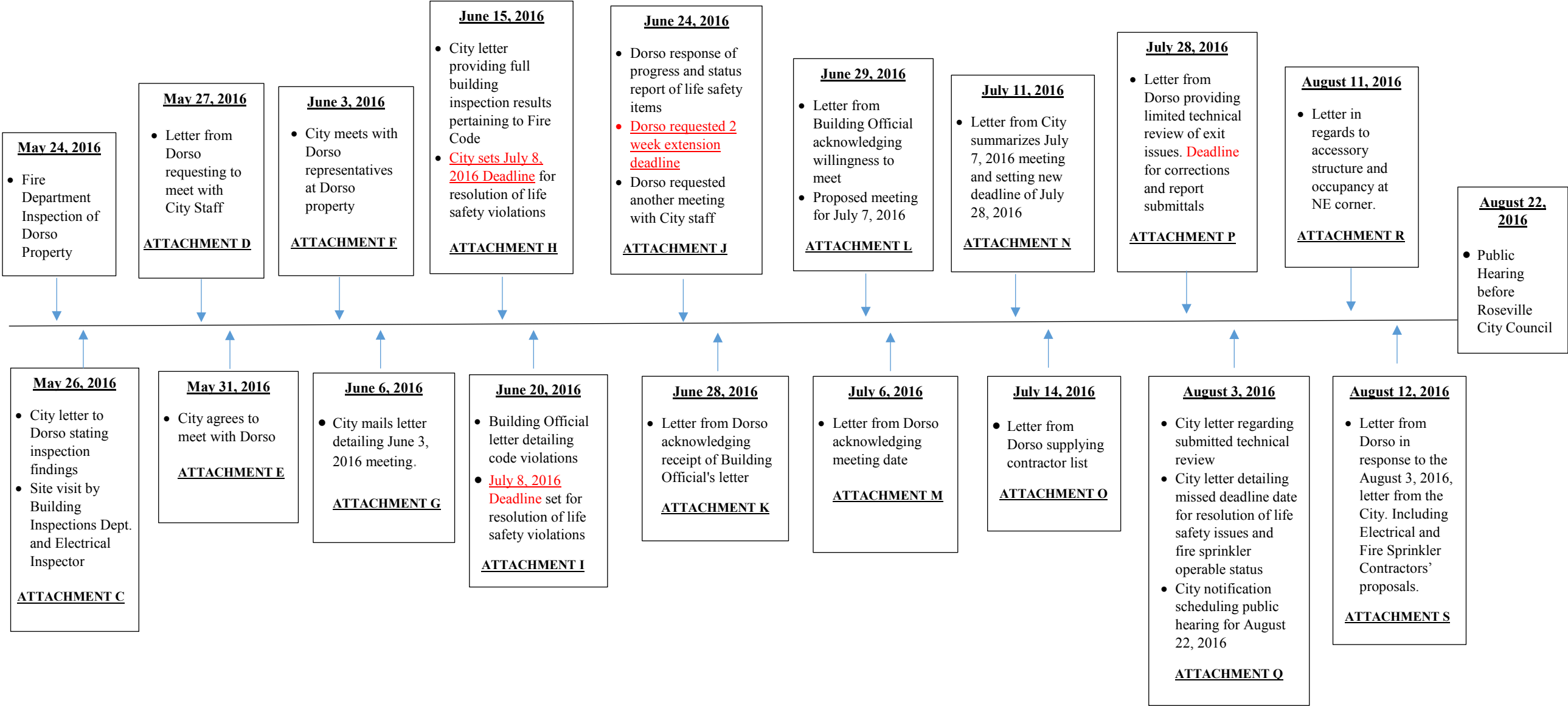
MSFC- 605.1, 605.6 Electrical hazards

MSFC- 605.5 Extension cords used as permanent power

MSFC- 906.5, 906.3 Fire extinguishers

2814 Cleveland Avenue

ATTACHMENT C





Attorneys At Law

332 Minnesota Street
Suite W2750
St. Paul, MN 55101
Telephone: 651-767-3740
Facsimile: 651-228-9161
www.martinsquires.com

May 27, 2016

John Paul Martin
Direct Dial # 651-767-3743
jpmartin@martinsquires.com

COPY VIA FACSIMILE: (651) 792-7300
ORIGINAL VIA U.S. MAIL

Mr. Timothy O'Neill
City of Roseville Fire Department
2701 Lexington Avenue
Roseville, MN 55113

Re: 2814 Cleveland Avenue
Roseville, Minnesota
Our File No. 7054-26

We are general counsel to Dorso Building Company (DBC). Your letter of yesterday addressed to Mr. Dorso has been referred to the undersigned for response.

Your letter was received late yesterday afternoon by Mr. Dorso. The imposed deadline for initial response was less than twenty-four (24) hours. In light of the fact that your department did a complete walk through of the building in 2010, and little if any changes have been made by our client since then, twenty-four (24) hours to respond is difficult to understand.

Nevertheless, be advised that DBC does intend to bring the building sprinkler system into compliance. Until this week, Mr. Dorso was not aware the sprinkler system was not functioning. In fact, he has spent considerable dollars in heating the building for the very purpose of protecting the pipes that make up the sprinkler system.

Our client is advised that the City of Roseville has shut off water at the street and this is what has negatively affected the sprinkler system. If this is the case, the shut off was done without his knowledge and the City will need to make arrangements to reestablish the service as part of bringing the sprinkler system into compliance.

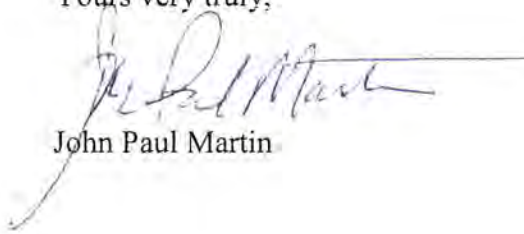
Our client is in the process of contacting a sprinkler system contractor today. Given the holiday weekend, getting an immediate response may prove difficult. If a contractor can respond next week, it will be imperative that our client is aware of what exactly your department wants to see done. We trust that one of your staff will be available for consultation next week.

Mr. Timothy O'Neill
City of Roseville Fire Department
May 27, 2016
Page 2

Additionally, please know that our client denies any removal or tampering with equipment or appurtenances. The building is insured and underwritten with a sprinkler system in place. It is not in our client's best interest to have anything done to risk insurance coverage.

Finally, the requirement of a "fire watch" under MSFC - 1404.5 is not appropriate as it explicitly relates to fire safety during construction and demolition – neither of which is underway.

Yours very truly,



John Paul Martin

JPM:wsf

cc: Dorso Building Company, LLC (via email only)



City of Roseville Fire Department

2701 Lexington Ave. • Roseville, MN 55113

Phone: 651.792.7009 • Fax: 651.792.7300

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May 31, 2016

Martin & Squires
Attn: John Paul Martin
332 Minnesota St Suite W2750
St. Paul, MN 55101

Mr. Martin,

I am writing in receipt of your correspondence regarding the Dorso Building Company, dated May 27, 2016.

I am pleased to see that DBC intends to bring the building "life safety" items into compliance.

We have met with the tenant operating within the building and reviewed the "life safety" items referenced in our correspondence, however they did indicate that these items would be the lessor's responsibility to correct.

I think the next best step towards resolving the two "life safety" issues would be to meet with a representative from DBC to conduct a walkthrough of the building allowing us to describe the code violations, needed corrective actions, and potential resolution time frames.

For the safety of the occupants and customers of this premise and to allow for adequate time of needed repairs, we are prepared to meet with a DBC representative at their earliest convenience.

Please contact me directly.

Tim.oneill@cityofroseville.com

Office: 651-792-7305

Cell: 651-775-3564

Sincerely,

Timothy O'Neill
Fire Chief



Attorneys At Law

332 Minnesota Street
Suite W2750
St. Paul, MN 55101
Telephone: 651-767-3740
Facsimile: 651-228-9161
www.martinsquires.com

June 3, 2016

John Paul Martin
Direct Dial # 651-767-3743
jpmartin@martinsquires.com

COPY VIA FACSIMILE: (651) 792-7300
ORIGINAL VIA U.S. MAIL

Mr. Timothy O'Neill
City of Roseville Fire Department
2701 Lexington Avenue
Roseville, MN 55113

Re: 2814 Cleveland Avenue
Roseville, Minnesota
Our File No. 7054-26

This follows our meeting of today at the Dorso Building Company facility in Roseville. We trust you concur the meeting was constructive in resolving the life safety concerns originally raised by your department.

In addition to you, there were 6-8 additional attendees who did not provide business cards. Kindly provide a list of those participating as well as the organization each represented.

Thank you.

Yours very truly,

A handwritten signature in blue ink, appearing to read "John Paul Martin", is written over a printed name.

John Paul Martin

JPM:pls

cc: Dorso Building Company, LLC (via email only)



City of Roseville Fire Department

2701 Lexington Ave. • Roseville, MN 55113

Phone: 651.792.7009 • Fax: 651.792.7300

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June 6, 2016

Mr. John Martin
Attorney At Law
332 Minnesota St.
St. Paul, MN 55101

RE: 2814 Cleveland Ave
Roseville, MN
Dorso Building Company

Mr. Martin,

I want to again thank you and Mr. Dorso for meeting with us on Friday, June 3rd at the Dorso Building located at 2814 Cleveland Ave.

I am in receipt of your fax correspondence dated Friday, June 3rd regarding the resolution of the life safety concerns, and your request for a list of the meeting attendees. I will address your question and request for information first, then move to the next needed steps for resolving our life safety issues.

Email question and request:

Our meeting on Friday was constructive, and allowed us an opportunity to directly convey the two life safety issues, and discuss briefly the many other Fire Code violations that will need to be corrected.

The meeting attendees were as follows:

Timothy O'Neill, Roseville Fire Chief
David Brosnahan, Roseville Fire Assistant Fire Chief
Sam Baker, Roseville Fire Battalion Chief/Fire Marshal
Ted Larson, Roseville Firefighter/Fire Inspector
Tom Jenson, State Fire Marshal's Office
Dave Englund, Roseville Building Official
Tom Trooien, Roseville Building Inspector
Brian Coughlin, Roseville Building Inspector

Life Safety Issues:

Item #1- Building Sprinkler System:

While it appeared work had been performed on the sprinkler system, and appeared the system had pressure, the sprinkler company did not leave a certification card, or report for our review.

At this time we still consider the system to be non-operational. Below I have outlined the steps necessary to bring the system into operational/compliance.

ATTACHMENT G City of Roseville Fire Department

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Phone: 651.792.7009 • Fax: 651.792.7300

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1. Complete inspection and operational report from certified sprinkler company assuring the building is fully compliant with all aspects of NFPA 13 & Minnesota State Fire Code.
2. Flow Test of the system with Fire Department personnel present.
3. Hydro test of the system with Fire Department personnel present.
4. Repair or replacement of ceiling tile where needed to assure for system activation.
5. Review of system coverage and any needed changes based on current occupant use of the building.
6. System monitoring system restored.

Item #2- Exit doors and passage ways:

As there have been many changes in the status and use of the building over the years we feel the best method for determining the answer to your question related to number of needed exits, building flow paths, and how best to deal with potential non-required entry/exit points to the building is as follows:

Minnesota State Fire Code 2015, based on the 2012 International Fire Code Section 104.72 Technical assistance, we hereby require you to provide a technical opinion and report as outlined in the referenced section of the fire code.

The opinion and report shall be prepared by a qualified engineer, specialist, laboratory, or fire safety specialty organization acceptable to the fire code official and shall analyze the fire safety properties of the design, operation or use of the building or premise and the facilities and appurtenances situated thereon, to recommend necessary changes.

Prepared design submittals shall bear the stamp of the registered design professional.

Compliance of Life Safety Issues:

Due to the life safety concerns related to these items we are requiring a fully compliant and operational sprinkler system inspected and approved by the Fire Department no later than July 8, 2016.

Additionally, we require that the owner or agent provide a completed "technical report" as described above for Fire Department review and approval, no later than July 8, 2016.

The Fire Department will review the technical report and should it meet with our approval, will then communicate a compliance plan to the building owner or agent including compliance time frames.

Additional Fire Code Violations:

As previously communicated the Fire Department conducted a fire inspection of the property on May 24, 2016 and found the existence of numerous fire code violations in addition to the two life safety items addressed as part of this correspondence.

While our focus thus far has revolved around the life safety items, we are in the process of completing a full report of the inspection conclusions, which will outline the additional fire code violations and remedies. We anticipate this additional report within the week.

ATTACHMENT G
City of Roseville Fire Department

2701 Lexington Ave. • Roseville, MN 55113

Phone: 651.792.7009 • Fax: 651.792.7300

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Appeals Process:

Roseville City Code allows for a process for appealing the decisions and directions of a Fire Code Official.

902.13: APPEAL:

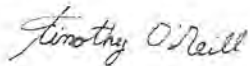
(Ord. 1289, 8-4-2003, eff 1-1-2004)

An appeal of the following actions can be made to the City Council by the affected party within thirty (30) days of the affected party being notified of the actions:

- A. Issuance of fire prevention orders.
- B. Extension of time limits for compliance with a fire prevention order issued by the Fire Marshal.
- C. Refusal of the Fire Marshal to issue permits authorized in this Code.
- D. Revocation of a permit pursuant to this Code.
- E. Affected party claims that the Code does not apply or that the intent of the Code has been misconstrued or wrongly interpreted. (Ord. 1060, 5-22-89; amd. 1995 Code)

Please call me should you have questions.

Sincerely,



Timothy O'Neill
Fire Chief



City of Roseville Fire Department

2701 Lexington Ave. • Roseville, MN 55113

Phone: 651.792.7009 • Fax: 651.792.7300

www.facebook.com/RosevilleMNFireDepartment

www.CityOfRoseville.com/Fire

June 15, 2016

Mr. John Martin
Attorney At Law
332 Minnesota St.
St. Paul, MN 55101

RE: 2814 Cleveland Ave
Roseville, MN
Dorso Building Company

Mr. Martin,

I have not received any response from my correspondence dated June 6, 2016 regarding the on-going life safety issues we have communicated regarding the Dorso Building company property. Please let me know if you have questions or need clarification of the items.

As a reminder of the need for resolution of the life safety items I have included below our compliance instructions.

Compliance of Life Safety Issues:

Due to the life safety concerns related to these items we are requiring a fully compliant and operational sprinkler system inspected and approved by the Fire Department no later than July 8, 2016.

Additionally, we require that the owner or agent provide a completed "technical report" as described above for Fire Department review and approval, no later than July 8, 2016.

The Fire Department will review the technical report and should it meet with our approval, will then communicate a compliance plan to the building owner or agent including compliance time frames.

Additional Fire Code Violations:

As previously communicated the Fire Department conducted a fire inspection of the property on May 24, 2016 and found the existence of numerous fire code violations in addition to the two life safety items addressed as part of this correspondence.

While our focus thus far has revolved around the life safety items, we have completed a full report of the inspection conclusions, which are outlined in Attachment A and is included as part of this correspondence.

The additional "Fire Code" violations are listed on the first page of the attachment as outlined in the 2007 Minnesota State Fire Code, we have also included an Inspection and Compliance order documentation which describes each violation and needed correction noted during the fire inspection.

ATTACHMENT H

City of Roseville Fire Department

2701 Lexington Ave. • Roseville, MN 55113

Phone: 651.792.7009 • Fax: 651.792.7300

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In the event that both life safety issues are resolved to the satisfaction of the fire department on or before the issued compliance date of July 8, 2016 we will provide an additional ninety (90) days to resolve and schedule a re-inspection of the property assuring full compliance of all noted violations.

Appeals Process:

Roseville City Code allows for a process for appealing the decisions and directions of a Fire Code Official.

902.13: APPEAL:

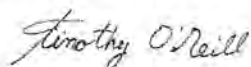
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- D. Revocation of a permit pursuant to this Code.
- E. Affected party claims that the Code does not apply or that the intent of the Code has been misconstrued or wrongly interpreted. (Ord. 1060, 5-22-89; amd. 1995 Code)

Please call me should you have questions.

Sincerely,



Timothy O'Neill
Fire Chief



ATTACHMENT H City of Roseville Fire Department

2701 Lexington Ave. • Roseville, MN 55113

Phone: 651.792.7009 • Fax: 651.792.7300

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Attachment A

MSFC-304.1	MSFC-705.1
MSFC-304.3.3	MSFC-705.3
MSFC-305.2	MSFC-705.3.2
MSFC-315.2	MSFC-901.6
MSFC-315.3	MSFC-901.6.1
MSFC-315.3.2	MSFC-903.3
MSFC-315.3.3	MSFC-903.4
MSFC-315.3.3.1	MSFC-903.6
MSFC-503.3	MSFC-906.2
MSFC-503.4	MSFC-906.6
MSFC-506.1	MSFC-906.7
MSFC-508.5.4	MSFC-907.3
MSFC-510.1	MSFC-907.4
MSFC-603.5.1	MSFC-907.20.5
MSFC-603.5.2	MSFC-1001.2
MSFC-603.9	MSFC-1004.3
MSFC-605.1	MSFC-1027.3
MSFC-605.3	MSFC-1027.5
MSFC-605.3.1	MSFC-1027.5.3
MSFC-605.4	MSFC-1027.7
MSFC-605.4.1	MSFC-1028.2
MSFC-605.4.3	MSFC-1028.3
MSFC-605.5	MSFC-3403.4
MSFC-605.5.3	MSFC-3404.2.3.1
MSFC-605.6	MSFC-3404.3.2.1.2
MSFC-605.9	MSFC-3404.3.2.2
MSFC-605.10.2	MSFC-3404.3.4.3
MSFC-605.10.3	MSFC-3404.3.4.
MSFC-704.2	

Roseville Fire Department

City of Roseville - 2660 Civic Center Drive - Roseville, MN 55113 - 651.792.7341 or 651.792.7342

Inspection No: INSP160021

Fire Prevention Bureau

Inspection Date: 6/6/2016

EXIT Interview

Inspection Time:

Inspector: Kevin O'Neill, Sam Baker

Inspection and Compliance Orders

Facility:	Dorso	Address:			
Phone:					
Fax:		City:	ROSEVILLE		
Email:		State:	MN	Postal Code:	55113
Contact:		Work:			
Email:		Cell:			

Inspection Type:	Inspection General
-------------------------	--------------------

Violation Code	Days to Correct *	Violation/Notes	Location
906.6		Remove obstructions or impediments to portable fire extinguishers.	
305.2		Hot ashes, cinders, smoldering coals or greasy or oily materials subject to spontaneous ignition shall not be deposited in a combustible receptacle, within 10 feet (3048 mm) of other combustible material including combustible walls and partitions or within 2 feet (610 mm) of openings to buildings.	
705.3.2		Incidental use areas in Groups A, B, E, F, H, M and S occupancies need not be separated when the incidental use area is protected with automatic sprinklers.	
3404.3.4.4		Provide approved flammable liquid storage cabinet.	

510.1		Fire protection equipment shall be identified in an approved manner. Rooms containing controls for air-conditioning systems, sprinkler risers and valves, or other fire detection, suppression or control elements shall be identified for the use of the fire department. Approved signs required to identify fire protection equipment and equipment location, shall be constructed of durable materials, permanently installed and readily visible.		
315.2.3		Remove and discontinue the storage of combustible materials in boiler rooms that do not comply with section 315.2.3.1		
603.9		Above-ground gas meters, regulators and piping subject to damage shall be protected by a barrier complying with Section 312 or otherwise protected in an approved manner.		
603.5.1		Provide permanent guards for the combustion chamber of the heating appliance so as to prevent accidental contact by persons or materials.		
903.3		Provide a sprinkler head box including spare sprinkler heads of the type used and a wrench. The box must be located and maintained near the main sprinkler riser. (See applicable installation standard.)		
903.4		All valves controlling the water supply for automatic sprinkler systems and water-flow switches on all sprinkler systems serving 20 or more sprinklers shall be electrically supervised. For existing sprinkler systems, monitoring is required when the number of sprinklers is 100 or more.		
907.4		Manual fire alarm boxes shall be installed in accordance with Sections 907.4.1 through 907.4.5.		

605.5		Remove extension cords that are being used as a substitute for permanent wiring.		
1027.5.1		The means of egress shall be illuminated at all times the building space served by the means of egress is occupied. Natural lighting in the interior rooms or spaces can be used to satisfy this requirement during periods of daylight.		
704.2		When openings are required to be protected, opening protectives shall be maintained self-closing or automatic-closing by smoke detection. Existing fusible-link -type automatic door-closing devices are permitted if the fusible link rating does not exceed 135°F (57°C).		
315.2		Maintain orderly storage of combustible materials.		
605.6		Open junction boxes and open-wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes.		
605.3		Provide a working space of not less than 30 inches in width, 36 inches in depth and 78 inches in height in front of electrical service equipment.		
1028.2		Required exit accesses, exits or exit discharges shall be continually maintained free of all obstructions or impediments that would prevent their full instant use.		
315.2.3.3		Remove and discontinue the storage of combustible materials in all electrical distribution equipment rooms.		
1027.3		Provide approved exit signs for rooms, areas, or floor levels where two or more exits are required. Exit signs shall be internally or externally illuminated to a minimum intensity of 5 foot-candles (54 lux).		

906.7		Hand-held portable fire extinguishers, not housed in cabinets, shall be installed on the hangers or brackets supplied. Hangers or brackets shall be securely anchored to the mounting surface in accordance with the manufacturer's installation instructions.		
510.1		Provide approved signage for rooms containing fire protection equipment, controls for air-conditioning systems, sprinkler risers and valves and other fire detection, suppression or control elements.		
705.1		Mixed occupancies within the same building and hazardous areas shall be separated in accordance with Sections 705.2 through 705.3.		
510.1		Provide approved signage for rooms containing fire protection equipment, controls for air-conditioning systems, sprinkler risers and valves and other fire detection, suppression or control elements.		

907.3		An approved manual, automatic, or manual and automatic fire alarm system shall be provided in existing buildings and structures in accordance with Sections 907.3.1 through 907.3.6 and NFPA 72. For the purposes of this section, fire barrier walls or fire walls shall not define separate buildings. In buildings containing mixed occupancies that are designed as separated uses (see Section 102.11), fire alarm and detection systems need only be installed in those occupancies where required by this section. Exception: In areas protected by an approved, supervised automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, automatic fire detectors required by Section 907.3 need not be provided. Where Section 907.3 required smoke detectors, such protection shall be installed.		
901.6		Fire detection, alarm and extinguishing systems shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. Non-required fire protection systems and equipment shall be inspected, tested and maintained or removed.		
906.2		Provide minimum rated 2A-10B:C portable fire extinguishers mounted in accessible and conspicuous locations. Extinguishers shall be located so that the travel distance from any point within the building to the nearest fire extinguisher does not exceed 75 feet.		
315.2.3.2		Arrange the storage of combustible materials in mechanical equipment rooms to comply with the following: 1) all storage to be neat and orderly, 2) no storage within 3 feet of fuel-fired equipment		

1027.7		Provide approved panic hardware or fire exit hardware.		
304.1		Remove outdoor combustible waste material from the property.		
705.3		Separate incidental use areas from the rest of the building with fire-resistance rated construction where required.		
315.2.2		Remove and discontinue the storage of combustible materials in exits and exit enclosures.		
906.2		Provide the required maintenance of the fire extinguishers as required by NFPA 10.		
315.2.3.2		Arrange the storage of combustible materials in mechanical equipment rooms to comply with the following: 1) all storage to be neat and orderly, 2) no storage within 3 feet of fuel-fired equipment		
1001.2		It shall be unlawful to alter a building or structure in a manner that will reduce the number of exits or the capacity of the means of egress to less than required by this code..		
1028.3		All portions of the means of egress shall be maintained free from obstructions that would prevent their use including the accumulation of snow and ice..		
907.20.5		The building owner shall be responsible for ensuring that the fire and life safety systems are maintained in an operable condition at all times. Service personnel shall meet the qualification requirements of NFPA 72 for maintaining, inspecting and testing such systems. A written record shall be maintained and shall be made available to the fire code official.		
304.3.3		Relocate dumpster at least 5 feet away from combustible walls, openings, or combustible eaves and overhangs.		

1027.5.3		Ensure that the means of egress illumination is equipped with an emergency power system capable of providing 30 minutes of illumination in the event of primary power loss.		
605.9		Temporary wiring for electrical power and lighting installations is allowed for a period not to exceed 90 days. Temporary wiring methods shall meet the applicable provisions of the ICC Electrical Code.		
605.10.2		Portable, electric space heaters shall be plugged directly into an approved receptacle.		
605.4.1		Relocatable power taps shall be of the polarized or grounded type, equipped with overcurrent protection, and shall be listed in accordance with UL 1363.		
3404.3.2.2		Reduce the maximum combined quantity of all Flammable / Combustible liquids in a flammable liquid storage cabinet to not more than 120 gallons, with not more than 60 gallons being Class I or II liquids.		
901.6.1		Provide periodic inspection and testing for all fire protection systems and equipment (including fire sprinklers, fire hydrants, standpipes, fire alarm, fire extinguishers, smoke and heat vents, smoke removal, and other fire protection appliances). Maintain documentation of inspection and testing for 3 years.		
605.4.3		Relocatable power tap cords shall not extend through walls, ceilings, floors, under doors or floor coverings, or be subject to environmental or physical damage.		

903.3.1.1		Where the provisions of this code require that a building or portion thereof be equipped throughout with an automatic sprinkler system in accordance with this section, sprinklers shall be installed throughout in accordance with NFPA 13 except as provided in Section 903.3.1.1.1.		
503.4		Ensure that fire lanes and fire apparatus access roads are maintained free of obstructions, and that the required minimum widths and clearances are maintained at all times.		
3404.2.3.1		Provide approved signs prohibiting open flames and smoking within flammable/combustible liquid storage areas.		
603.5.3		Provide the proper clearances between heat-producing appliances and combustibles. Where specific manufacture's instructions or listings allow a reduction from the distances specified in Sections 603.5.3.2, those distances are allowed.		
3404.3.4.3		Provide a flammable liquid storage room constructed and separated in accordance with the MN State Fire Code.		
603.9		Provide approved impact protection for gas meters, regulators and piping subject to physical damage.		
703.1		Repair or maintain the required fire-resistance rating of fire-resistance-rated construction (including walls, fire stops, shaft enclosures, smoke barriers, partitions and floors).		
304.1		Remove outdoor combustible waste material from the property.		
605.4		Multiplug adapters, such as cube adapters, unfused plug strips or any other device not complying with the ICC Electrical Code shall be prohibited.		

605.3.1		Doors into electrical control panel rooms shall be marked with a plainly visible and legible sign stating ELECTRICAL ROOM or similar approved wording. The disconnecting means for each service, feeder or branch circuit originating on a switchboard or panelboard shall be legibly and durably marked to indicate its purpose unless such purpose is clearly evident.		
1028.3		All portions of the means of egress shall be maintained free from obstructions that would prevent their use including the accumulation of snow and ice.		
605.1		Repair or replace damaged or missing electrical fixtures.		
703.2.3		Repair or replace the required fire-rated doors so they fully close and latch when activated by their closing device.		
605.1		Repair or replace damaged or exposed electrical wiring.		
3403.5		Label all containers with product specific identification.		
3404.3.2.1.2		Provide 'DANGER- KEEP FIRE AWAY' or 'DANGER- FLAMMABLE LIQUIDS-NO SMOKING' 'FLAMMABLE - KEEP FIRE AWAY' sign on door of all flammable liquid storage cabinets.		
603.5.2		Provide written documentation from a lic. heating contractor that the heating appliances are installed and being maintained in accordance with the manufacturer's instructions, the State Building Code, and the State Mechanical Code.		

903.6		The provisions of this section are intended to provide a reasonable degree of safety in existing structures not complying with the minimum requirements of the International Building Code by requiring installation of an automatic fire-extinguishing system.		
1004.3		Every room or space that is an assembly occupancy shall have the occupant load of the room or space posted in a conspicuous place, near the main exit or exit access doorway from the room or space. Posted signs shall be of an approved legible permanent design and shall be maintained by the owner or authorized agent.		
703.1		Repair or seal openings or penetrations to fire-resistive construction with approved materials and methods.		
508.5.4		Provide and maintain unobstructed access to all fire sprinkler valves.		

703.1		The required fire-resistance rating of fire-resistance-rated construction (including walls, firestops, shaft enclosures, partitions, smoke barriers, floors, fire-resistive coatings and sprayed fire-resistant materials applied to structural members and fire-resistant joint systems) shall be maintained. Such elements shall be properly repaired, restored or replaced when damaged, altered, breached or penetrated. Openings made therein for the passage of pipes, electrical conduit, wires, ducts, air transfer openings and holes made for any reason shall be protected with approved methods capable of resisting the passage of smoke and fire. Openings through fire-resistance-rated assemblies shall be protected by self- or automatic-closing doors of approved construction meeting the fire protection requirements for the assembly.		
506.1		Provide a key box in an approved and accessible location. Such key box shall be of an approved type and shall contain keys to gain access as required by the code official.		
605.10.3		Portable, electric space heaters shall not be plugged into extension cords.		
906.2		Portable fire extinguishers shall be selected, installed and maintained in accordance with this section and NFPA 10.		
503.3		Provide approved signage for the fire lane. Signs must say 'NO PARKING - FIRE LANE'.		

In accordance with the provisions of Minnesota Statue 299F.011, Minnesota International Fire Code, Inspection of the above premises was completed and the following violations and/or deficiencies were noted requiring corrective action:

Inspection Notes

ATTACHMENT H

Owner/Representative:
Inspector:

For further assistance please contact the Fire Inspector at 651-792-7341 or 651-792-7342 for further assistance with this or any other matter. NOTE: Signatures indicate receipt of copies.

* Number of days to correct from date inspected.



Community Development Department
2660 Civic Center Drive ♦ Roseville, Minnesota 55113
651-792-7080 ♦ fax 651-792-7070 ♦ www.cityofroseville.com

June 20, 2016

Dorso Building Company
PO Box 120548
New Brighton, MN 55112-0020

RE: 2814 Cleveland Avenue, Roseville, MN 55113

Dear Mr. Dorso:

On June 3, 2016, Roseville City staff performed an inspection of the above referenced property and observed several Minnesota State Building, Plumbing, Electrical, and Mechanical Code violations, as well as Roseville City Code violations. Due to the identified violations, this notice serves as a correction order to make all repairs and improvements necessary to bring this property into compliance with all applicable codes.

It is my understanding that you have been made aware of the Fire Code violations noted by Chief O'Neill of the Roseville Fire Department. I have listed below a representative sample of the code violations and the appropriate code section.

Please review and submit a plan for repairs by July 8, 2016. All work must be completed by licensed contractors. If a plan for repairs and a projected completion date is not submitted by July 8, 2016, a notice to vacate will be served and posted pursuant to 1300.0180 of the Minnesota State Building Code.

The following are representative examples of observed violations. This is not a comprehensive list. Your respective trade professionals will inform you of the detailed items to meet the minimum code requirements.

1. MN Electrical Code

- a. Replace damaged electrical panels – MEC 110.12
- b. Exposed wires at compressor – MEC 314.25
- c. Covers missing from service panels and junction boxes (numerous) – MEC 314.25
- d. Temporary wire used as permanent (numerous locations) – MEC 400.8
- e. Office ceiling has active leaks and water damage, wiring not approved for wet location – MEC 348.12
- f. Exposed wires for temporary heaters – MEC 314.25

2. Maintenance – MN Plumbing Code 4714.0100

I have listed the most pertinent items from the Plumbing principles outlined in this code section. These items describe minimum requirements that were observed not to be in place or operation at the time of the inspection.

- A. All premises intended for human habitation, occupancy, or use shall be provided with a potable water supply that meets the requirements of the commissioner of health. The water

supply shall not be connected with unsafe water sources nor shall it be subject to the hazards of backflow or back-siphonage.

- M. Plumbing systems shall be maintained in a safe and serviceable condition from the standpoint of both mechanics and health.
- P. Plumbing fixtures, devices, and appurtenances shall be supplied with water in sufficient volume and at pressures adequate to enable them to function properly and without undue noise under normal conditions of use.

3. **Conformance with Code – MN Plumbing Code 4714.0101**

- a. Subp. 6. Health and safety. No provision of this code shall be deemed to require a change in a portion of a plumbing or drainage system or other work regulated by this code in or on an existing building or lot where the work was installed and is maintained in accordance with rule in effect before the effective date of this code. Where the plumbing or drainage system or other work regulated by this code is determined by the Authority Having Jurisdiction to be dangerous, unsafe, insanitary or a nuisance or a hazard to life, health, or property then the owner or owner's agent shall be responsible for bringing the existing plumbing installation within the provisions of this code. Where these conditions exist, the owner or owner's agent shall be responsible for installing additional plumbing or making such corrections as may be necessary to abate such nuisance or hazard and bring the existing plumbing installation within the provisions of this code.

- The City is aware that this property is not currently served by an approved water source.
- This property must be served by an approved water source to obtain compliance.

4. **Maintenance – MN Mechanical Code 1346.0103**

- a. Mechanical systems, both existing and new, and parts of those systems, shall be maintained in proper operating condition in accordance with the original design and in a safe and sanitary condition. Devices or safeguards which are required by this code shall be maintained in compliance with the code edition under which they were installed. The owner or the owner's designated agent shall be responsible for maintenance of mechanical systems. To determine compliance with this provision, the building official shall have the authority to require a mechanical system to be reinspected.
Documentation of a functional system for the conditioning of the indoor environment for the protection and preservation of the building and its systems, must be provided to obtain compliance

5. **Maintenance – MN State Building Code 1300.0225**

- a. All buildings and structures, both existing and new, and all parts of the buildings or structures, shall be maintained in a safe and sanitary condition. All devices or safeguards required by this code shall be maintained in conformance with the code editions under which the devices or safeguards are installed. The owner or the owner's designated agent shall be responsible for the maintenance of buildings and structures. A building official is authorized to require reinspection of a building or structure if the building official is unable to determine whether or not the building or structure complies with this part.

Documentation and demonstration of required building components and systems are required to meet compliance.

The following City of Roseville Ordinances apply to items observed on June 3, 2016, and require correction. Expanded language and details may be found online at the City of Roseville website www.cityofroseville.com under City Code.

If you have any questions or need further clarification please contact the Community Development Department at 651-792-7087.

6. **407.02 Nuisances – RV City Code**
 - C. Weeds: Grasses must be maintained below 8”
 - J. Building Maintenance and Appearance:
 - K. Standards: 1 and 4
 - O. Vehicles Constituting a Public Nuisance: 1 and 4
7. **407.03: Nuisances Affecting Peace and Safety – RV City Code**
 - H. Junk: Outside piling, storing or keeping of old machinery
8. **801.23: Abandoned Services:**
 - A. Abandoned Service Installations:
9. **906.06: Administration: – RV City Code**
 - 906.03.H.3.a. Structure unfit for human occupancy.
10. **906.05: General Requirements: – RV City Code**
 - A. 2. Responsibility
 - B. 1. Sanitation, 2.Grading and Drainage, 3.Sidewalks and Driveways, 4.Weeds, 7.Accessory Structures, 8.Motor Vehicles.
 - C. 2. Protective Treatment, 7.Roofs and Drainage, 13. Windows, skylight and door frames, 15. Doors.
 - E. 1. General.
11. **906.06: Light, Ventilation and Occupancy Limitations: - RV City Code**
 - A. 2. Responsibility.
12. **906.07: Plumbing Facilities and Fixture Requirements: - RV City Code**
 - A. 2. Responsibility
 - B. 4. Employees’ facilities.
 - C. 3. Location of employee toilet facilities.
 - D. 1. General, 3. Plumbing system hazards.
 - E. 1. General, 2. Contamination, 3. Supply, 4. Water heating facilities.
 - F. 1. General, 2. Maintenance.
13. **906.08: Mechanical and Electrical Requirements: - RV City Code**
 - A. 2. Responsibility.
 - B. 1. Facilities required, 3. Heat supply.
 - C. 1. Mechanical appliances.
 - D. 1. Facilities required, 2. Service, 3. Electrical system hazards.
 - E. 1. Installation.
 - F. 1. General.
14. **906.09: Fire Safety Requirements: - RV City Code**
 - A. 2. Responsibility.

- B. 1. General, 2. Aisles, 3. Locked doors, 4. Emergency escape openings.
- D. 1. General.

Pursuant to City Code Section 906.03.F.3, Any person failing to comply with notice of violation or order served in accordance with Section 906.03.G shall be deemed guilty of a misdemeanor, and the violation deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Pursuant to Minnesota State Building Code 1300.0230 and City Code Section 906.03.G.d, the property owner has the right to appeal orders, decisions and determinations made by the building official. Please see State Code Section 1300.0230 subparts 1 – 4 and City Code Section 906.03.K for this process.

In closing, the City of Roseville considers the violations detailed above to be a serious matter. We wish to bring this matter to a speedy conclusion and would like to assist you in any way we can.

If you should have any questions please contact me directly. Thank you for your cooperation.

Sincerely,

Dave Englund
Codes Coordinator/Building Official
651-792-7087
dave.englund@cityofroseville.com

Enclosures: Roseville City Code Section 407 & 906

CC: Mr. John Martin, Attorney at Law, 332 Minnesota St., St. Paul, MN 55101
Occupant, 2814 Cleveland Ave. N., Roseville, MN 55113

Kari Collins, City of Roseville Community Development Director
Brian Coughlin, City of Roseville Code Enforcement Officer
Marc Culver, City of Roseville Public Works Director
Mark Gaughan, City of Roseville Attorney
Rick Mathwig, City of Roseville Police Chief
Tim O'Neill, City of Roseville Fire Chief
Thomas Paschke, City of Roseville City Planner
Gerry Proulx, City of Roseville Code Enforcement Officer
Jan Rosemeyer, City of Roseville Department Assistant
Tom Trooien, City of Roseville Code Enforcement Officer
Pat Trudgeon, City of Roseville City Manager

File

MARTIN SQUIRES
P.A.*Attorneys At Law*

332 Minnesota Street
Suite W2750
St. Paul, MN 55101
Telephone: 651-767-3740
Facsimile: 651-228-9161
www.martinsquires.com

June 24, 2016

John Paul Martin
Direct Dial # 651-767-3743
jpmartin@martinsquires.com

COPY VIA FACSIMILE: (651) 792-7300
ORIGINAL VIA U.S. MAIL

Mr. Timothy O'Neill
City of Roseville Fire Department
2701 Lexington Avenue
Roseville, MN 55113

Re: 2814 Cleveland Avenue
Roseville, Minnesota
Our File No. 7054-26

Dear Chief O'Neill:

Please consider this a progress and status report regarding the above Dorso Building Company property.

Significant progress has been made to restore the functionality of the sprinkler system. Electrical connection has been restored. Summit Companies is in the process of completing a full inspection report which is expected next week. The relationship with the previous security and alarm monitoring company has been terminated and a new alarm company brought on board. That company is on site today and should be completing its work today or early next week.

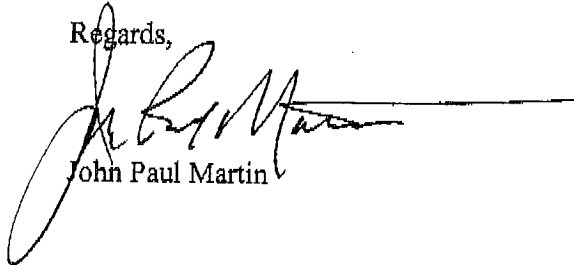
The technical report is underway but likely will not be ready for July 8. Finding an expert who was available on short notice was not a simple task. The expert who has been engaged has completed his inspection but he estimates a report will not be ready for another two (2) weeks. (The technical report, as you noted in your previous correspondence, will drive much of the decision making as to what needs to be done as well as setting priority.)

We received your correspondence of June 6, 2016 but chose to focus on getting the sprinkler operational by July 8. Note that while helpful, the list of corrective action contains what appears to be duplicative and somewhat vague references. It would be helpful if we could clarify which of the items relate to which specific locations within the building. Perhaps another meeting would clarify these items.

Timothy O'Neill
June 24, 2016
Page 2

In any event, we suggest that further discussion, other than that needed for follow up on the sprinkler, alarm and monitoring, await the completion of the expert report.

Regards,

A handwritten signature in black ink, appearing to read "John Paul Martin", is written over a horizontal line. The signature is stylized with a large initial "J" and a long horizontal stroke extending to the right.

John Paul Martin

JPM:pls

cc: Dorso Building Company, LLC (via email only)

Attorneys At Law

332 Minnesota Street
Suite W2750
St. Paul, MN 55101
Telephone: 651-767-3740
Facsimile: 651-228-9161
www.martinsquires.com

June 28, 2016

Carol A. Peterson, Paralegal
Direct Dial # 651-767-3756
capeterson@martinsquires.com

Dave Englund
Codes Coordinator/Building Official
2660 Civic Center Drive
Roseville, MN 55113

By E-mail only: dave.englund@cityofroseville.com

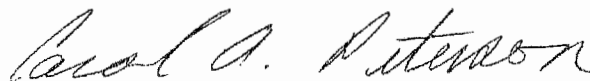
Re: 2814 Cleveland Avenue
Roseville, Minnesota
Our File No. 7054-26

Dear Mr. Englund:

Today we received your June 20, 2016 letter to the Dorso Building Company. From the envelopes it was received in, it appears it had been misaddressed and finally made its way to our office today. Please be advised that John Martin is currently out of the office returning on July 5, 2016 at which time I will bring the letter to his attention. Please update your records to reflect our full address which needs to include the name of our firm. Thank you.

With regard to this matter, please find a copy of Mr. Martin's letter to Chief O'Neill, dated June 24, 2016, which provides a progress and status report.

Sincerely,



Carol A. Peterson

CAP:cp
Attachment

cc: Timothy O'Neill by E-mail only at tim.oneill@ci.roseville.mn.us w/attachment
Dorso Building Company, LLC by E-mail only w/attachment



Community Development Department
2660 Civic Center Drive ♦ Roseville, Minnesota 55113
651-792-7080 ♦ fax 651-792-7070 ♦ www.cityofroseville.com

June 29, 2016

Dorso Building Company
PO Box 120548
New Brighton, MN 55112-0020

Martin & Squires P.A.
332 Minnesota Street
Suite W2750
St. Paul, MN 55101

RE: 2814 Cleveland Avenue, Roseville, MN 55113
Your File No. 7054-26

Dear Mr. Martin:

Thank you for the update of progress you sent to Chief O'Neill on June 24, 2016. We agree that another meeting might be beneficial to you. City staff can be available to meet with your technical expert, electrical contractor, as well as, other contractors you have contracted with to bring this property into compliance. The meeting could be held at City Hall campus or at 2814 Cleveland Avenue, whichever you prefer. The meeting must take place by July 8, 2016. Dependent on the outcome of this meeting, the City of Roseville may move forward with a notice to vacate as detailed in my July 20, 2016 letter.

Sincerely,

David Englund
Building Official



Tim O'Neill
Fire Chief

CC: Occupant, 2814 Cleveland Ave. N., Roseville, MN 55113

Kari Collins, Community Development Director
Mark Gaughan, City Attorney
Pat Trudgeon, City Manager

File

Attorneys At Law

July 6, 2016

332 Minnesota Street
Suite W2750
St. Paul, MN 55101
Telephone: 651-767-3740
Facsimile: 651-228-9161
www.martinsquires.com
John Paul Martin
Direct Dial # 651-767-3743
jpmartin@martinsquires.com

Timothy O'Neill, Fire Chief
City of Roseville Fire Department
2701 Lexington Avenue
Roseville, MN 55113

By E-mail only: tim.oneill@cityofroseville.com

David Englund, Building Official
Community Development Department
2660 Civic Center Drive
Roseville, MN 55113

By E-mail only: dave.englund@cityofroseville.com

Re: 2814 Cleveland Avenue, Roseville, Minnesota
Our File No. 7054-26

Dear Chief O'Neill & Mr. Englund:

This is in response to your letter of June 29, 2016 which I received on my return to the office yesterday. Despite lack of notice, our client would propose a meeting tomorrow at 1:00 p.m. on site to (i) provide a report on progress made on the life safety issues raised by Chief O'Neill (ii) clarify the supplemental fire code items and (iii) begin to address the issues set forth in the recently received notice authored by Mr. Englund. (Under separate cover we will strive to respond to the Englund correspondence dated June 20, 2016 received by my office while on vacation on June 28, 2016 or 5 working days ago.)

Present at the meeting will be Mr. Dorso, Tenant representative Mr. Supina and Dorso Building Company property manager Wiley Vogt. On such short notice, we will attempt to have a representative from WJR Inc. architectural firm present as well. (WJR Inc. has been retained to prepare the fire safety plan.)

Please confirm by 9:30 a.m. tomorrow that you two and Fire Inspector Sam Baker will be able to attend.

Regards,


John Paul Martin

JPM:cp

cc: Dorso Building Company, LLP by E-mail



ATTACHMENT N

City of Roseville Fire Department

2701 Lexington Ave. • Roseville, MN 55113

Phone: 651.792.7009 • Fax: 651.792.7300

www.facebook.com/RosevilleMNFireDepartment

www.CityOfRoseville.com/Fire

July 11, 2016

Mr. John Martin
Attorney At Law
332 Minnesota St.
St. Paul, MN 55101

RE: 2814 Cleveland Ave
Roseville, MN
Dorso Building Company

Mr. Martin,

Thank you for taking time to meet with us on Thursday July 7th to again review the status of the life safety issues involving the Dorso Building Company building located at 2814 Cleveland Ave, Roseville, MN.

Our discussions centered on the time you needed to comply with the life safety compliance items as outlined in my correspondence dated June 15, 2016. You indicated that while you were making progress on the items, but you simply needed more time to secure the necessary reports and documents requested.

You agreed to provide a list of contractors and/or technical experts who would be working on the corrections by July 15, 2016. This list is to be provided to the Fire Chief and the Building Official by said date.

We concluded the meeting in full agreement that allowing you an extension until July 28th to provide the necessary documents for both the fire life safety items, and the building code items was sufficient time accomplish all tasks.

Please feel free to contact either Fire Chief O'Neill or Building Official Englund should you have any further questions.

The city reserves all rights and authorities as outlined in previous correspondence to enforce non-compliance with fire and building code violations.

Sincerely,

Timothy O'Neill
Fire Chief

David Englund
Building Official 651-792-7087



Attorneys At Law

332 Minnesota Street
Suite W2750
St. Paul, MN 55101
Telephone: 651-767-3740
Facsimile: 651-228-9161
www.martinsquires.com

July 14, 2016

Carol A. Peterson, Paralegal
Direct Dial # 651-767-3756
capeterson@martinsquires.com

Timothy O'Neill, Fire Chief
City of Roseville Fire Department
2701 Lexington Avenue
Roseville, MN 55113

By E-mail only: tim.oneill@cityofroseville.com

David Englund, Building Official
Community Development Department
2660 Civic Center Drive
Roseville, MN 55113

By E-mail only: dave.englund@cityofroseville.com

Re: 2814 Cleveland Avenue, Roseville, Minnesota; Our File No. 7054-32

Dear Chief O'Neill & Mr. Englund:

As agreed to, our client has made contact with the following electrical and plumbing contractors noted below:

Electrical Contractor

Walraff Electric Co. (Mark Walraff)
674 McCallum Drive
St. Paul, MN 55112
651-636-5815

Plumbing Contractor

Blaylock Plumbing (Rick Blaylock)
7731 4th Avenue South
Richfield, MN 55423
612-869-7531

With respect to the mechanical system for the building, be advised that there is heat servicing the building. Attached please find copies of routine maintenance on the heating system for the last three years from the Snelling Company.

Sincerely,

A handwritten signature in cursive script, appearing to read "Carol A. Peterson".

Carol A. Peterson

CAP:cp
Attachment

cc: Dorso Building Company, LLP by E-mail w/ attachment

Snelling Company

1400 Concordia Avenue
St. Paul, MN 55104
(651) 646-7381

ATTACHMENT O

INVOICE

Invoice #

57315

Bill To: Tony Dorso
PO Box 120548
New Brighton, MN 55112

Account: Dorso Tony
2814 Cleveland Ave N
Roseville, MN 55113

Account #: 2814-CLEV RV113

Date	Oct 28, 2015	Terms	Upon Receipt	Route	Default	Job #	21820
Inv #	57315	PO #		Territory	Snelling	Type	Other

Quantity	Description	Taxable	Measure	Price	Amount
1.00	MISC - Maintenance on HVAC equipment (2 RTU's and 1 furnace)	No	Flat Rate	798.00	\$798.00
Seasonal maint on 2 RTU and 1 Furnace Other eqpt is shut down.				Taxable	\$0.00
				Non-Taxable	\$798.00
				Sub-Total	\$798.00
				Sales Tax	\$0.00
				TOTAL	\$798.00

Handwritten notes: DBC # 4566 1114

Snelling Company

1400 Concordia Avenue
 St. Paul, MN 55104
 (651) 646-7381

STATEMENT

Bill To: **Tony Dorso**
 PO Box 120548
 New Brighton, MN 55112

Account:

Dorso, Tony
 2814 Cleveland Ave N
 Roseville, MN 55113

Account # 2814-CLEV RV113

Type	General	Status	Active	Date	11/25/14
Territory	Snelling	Contact	Tony Dorso	Page	1

Date	Type	Ref #	Description	Balance	Days
11/14/14	Invoice	53859	Seasonal maint on 2 RTU and 1 Furnace. Other eqpt is shut down. Work performed by A4 Randy	\$768.00	11
				<i>PAID</i> <i>DBC # 4401</i> <i>12/4/14</i>	

Have you overlooked this balance? Please send payment today - or contact us if you have any questions.

0-30 Days	31-60 Days	61-90 Days	Over 90 Days	Total Balance
\$768.00	\$0.00	\$0.00	\$0.00	\$768.00

Snelling Company

1400 Concordia Avenue
St. Paul, MN 55104
(651) 646-7381

INVOICE

Invoice #

49652

Bill To: Tony Dorso
PO Box 120548
New Brighton, MN 55112

Account: Dorso, Tony
2814 Cleveland Ave N
Roseville, MN 55113

Account #: 2814-CLEV RV113

Date	Nov 07, 2013	Terms	Upon Receipt	Route	Default	Job #	15235
Inv #	49652	PO #		Territory	Snelling	Type	Other

Quantity	Description	Taxable	Measure	Price	Amount
1.00	Maintenance on HVAC equipment	No	Flat Rate	1,280.00	\$1,280.00
Maintenance on HVAC equipment Ticket #94358, work performed on 2013/11/07				Taxable	\$0.00
				Non-Taxable	\$1,280.00
				Sub-Total	\$1,280.00
				Sales Tax	\$0.00
				TOTAL	\$1,280.00

201
DEC # 4200
11/13/1

Attorneys At Law

332 Minnesota Street
Suite W2750
St. Paul, MN 55101
Telephone: 651-767-3740
Facsimile: 651-228-9161
www.martinsquires.com

July 28, 2016

John Paul Martin
Direct Dial # 651-767-3743
jpmartin@martinsquires.com

Timothy O'Neill, Fire Chief
City of Roseville Fire Department
2701 Lexington Avenue
Roseville, MN 55113

By E-mail only: tim.oneill@cityofroseville.com

David Englund, Building Official
Community Development Department
2660 Civic Center Drive
Roseville, MN 55113

By E-mail only: dave.englund@cityofroseville.com

Re: 2814 Cleveland Avenue, Roseville, Minnesota
Our File No. 7054-32

Dear Chief O'Neill & Mr. Englund:

Please consider this report on the life safety issues as well as a status report on certain building code matters regarding the above property owned by Dorso Building Company, LLP ("DBC").

As agreed, DBC has engaged an architectural expert to review the building and the manner in which it is being occupied. That review has been conducted by Mr. Rolf Sullivan of WJR architects in Minneapolis. Mr. Sullivan has prepared a document entitled code review which is attached for review.

The code review by Mr. Sullivan addresses among other items (i) occupancy classification and occupant load, (ii) common path of egress/travel and (iii) minimum exits. In addition, please note the results of his recommended plumbing inspection and associated minimum work.

In anticipation that you will concur with his analysis, DBC will begin to implement these items and complete them as contractors are available. In this regard, a RFP for plumbing work on toilets is in progress. Prior to implementation of the recommendations for outstanding life safety issues we request that you review his findings and recommendations. If necessary we will make Mr. Sullivan available to meet with you.

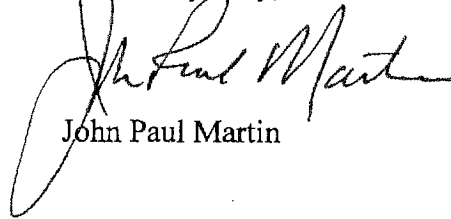
Timothy O'Neill, Fire Chief
David Englund, Building Official
July 28, 2016
Page 2

Please note that DBC has also received a report from Summit Companies regarding the sprinkler system. The Summit Companies recommendations are inconsistent with certain aspects of the WJR architect work product. Consequently, DBC has determined to await the review of the WJR analysis and recommendations to determine whether the Summit Companies report needs amendment.

Regarding electrical, DBC has consulted with Walraff Electric Company which has inspected the building and made recommendations. DBC has, again, held off approving the work because some of the work to be completed is dependent on the review of the WJR code analysis and recommendations. As soon as that can be finished, approval for necessary electrical work will be issued.

Please respond at your earliest convenience. Thank you for your ongoing cooperation.

Yours very truly,

A handwritten signature in black ink, appearing to read "John Paul Martin", is written over the typed name. The signature is fluid and cursive.

John Paul Martin

JPM:cp

Attachment

cc: Dorso Building Company, LLP by E-mail only w/attachment

CODE REVIEW

FOOTNOTES AND REFERENCES

[illegible][illegible]

DATE: 1
PAGE: 87

EDGES: ALPHANUMERIC
MAJOR DATE: ALPHANUMERIC
FOR IT FACILITIES
NON-CONFORMANT

OCCUPANT LOAD

OCCUPANT LOAD		sq ft	Cumulative
Description			
TOTAL	R. 1, DINO COWBOY HOUSE 1000/sq	17,444	1800
Service B		-3,961	-730
W. 1, 1000 sq ft		-1282	-711
W. 1, 1000 sq ft			-481
W. 1, 1000 sq ft			

EXITING

[illegible]

PLUMBING CALCULATION

[illegible]

CODE FLAN KEY

Occurrence and Distribution

OCCEANVIEW CATHEDRAL

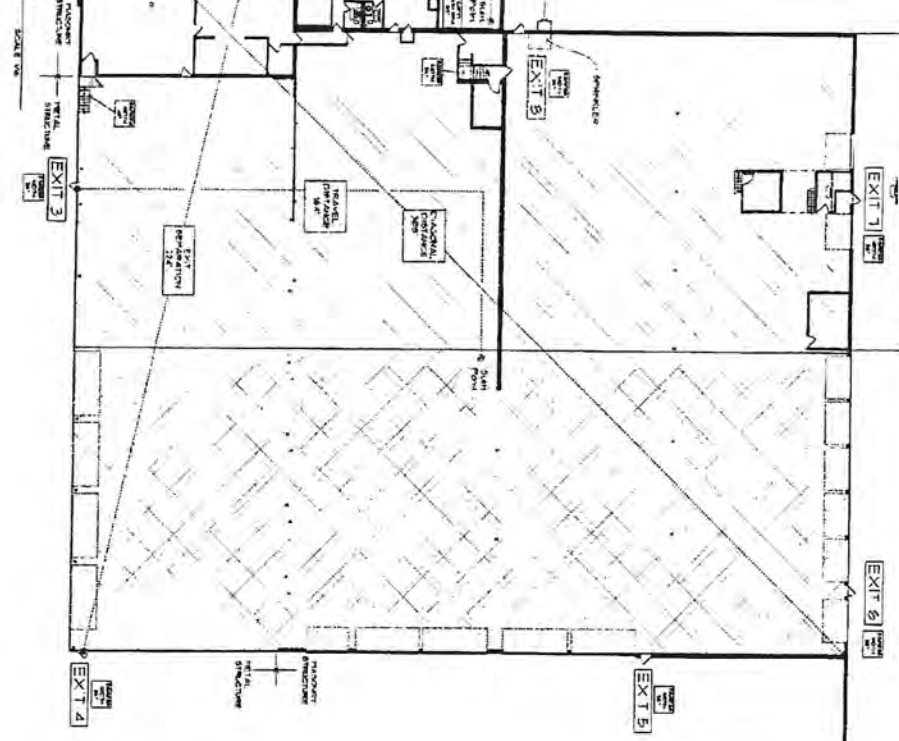
● OCCURRENCE

6.2 OCCUPANCY

В-1 **ОБЪЕДИНЕНИЕ**

1
41

FIRST FLOOR PLAN



2 SECOND FLOOR P.A.





Community Development Department
2660 Civic Center Drive ❖ Roseville, Minnesota 55113
651-792-7080 ❖ fax 651-792-7070 ❖ www.cityofroseville.com

August 3, 2016

Dorso Building Company
PO Box 120548
New Brighton, MN 55112-0020

Martin & Squires P.A.
Suite W2750
332 Minnesota Street
St. Paul, MN 55101

RE: 2814 Cleveland Avenue, Roseville, MN 55113

Dear Mr. Dorso and Mr. Martin:

The City is in receipt of your additional items of correspondence to the undersigned dated July 11, July 14 and July 28, 2016, respectively. The City has not received the reports by the mutually agreed upon date of July 28, 2016, regarding the condition of the fire sprinkler, electrical and plumbing systems. The City has examined the Code Review provided with your July 28, 2016 correspondence. The City disagrees with the Code Review that this building is fully protected by a compliant fire sprinkler system, as the fire sprinkler system has not been certified as being compliant with NFPA 13. The City also disagrees with the Code Review in regards to travel distances to noted exits, as all noted exits are not fully operable. The City agrees with the Code Review's statement that there are numerous systems that are not compliant, including plumbing, mechanical and electrical.

City officials have repeatedly requested the following documents be provided to the City no later than July 28, 2016:

- Fire sprinkler report verifying system compliance with NFPA 13
- Hydro test of fire sprinkler system witnessed by Roseville Fire Marshal
- Electrical contractor report of corrections to be completed and definitive time schedule for required correction
- Plumbing contractor report of corrections to be completed and definitive time schedule for required correction
- Architect or Building contractor report of corrections to be completed and definitive time schedule for required correction

To date, the City has not received the above documents within the specified time frame. Because the outstanding life safety items have not been corrected and the agreed upon reports have not been supplied, the City of Roseville intends to hold a public hearing before City Council on August 22, 2016 to discuss possible City abatement. At this hearing, the Community Development Department will request authority from the City Council to order the building vacated and revoke the Certificate of Occupancy. City Council meetings are held in the City Council Chambers located at 2660 Civic Center Drive. The meetings begin at 6:00 p.m. I encourage you to attend this meeting. You will be given the opportunity to address the Council and provide

ATTACHMENT Q

any pertinent information prior to Council action.

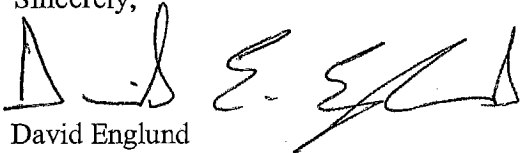
A postponement of this hearing can only be allowed if the City receives satisfactorily detailed reports, as well as, a definitive schedule for corrections to all fire and building code violations. These reports and schedule must be submitted to the City of Roseville no later than 4:30 p.m. August 12, 2016.

Pursuant to City Code Section 906.03.F.3, any person failing to comply with notice of violation or order served in accordance with Section 906.03.G shall be deemed guilty of a misdemeanor, and the violation deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Pursuant to Minnesota State Building Code 1300.0230 and City Code Section 906.03.G.2.d, the property owner has the right to appeal orders, decisions and determinations made by the building official. Please see State Code Section 1300.0230 subparts 1 – 4 and City Code Section 906.03.K for this process.

If you have any questions regarding this matter, please contact me at 651-792-7087

Sincerely,



David Englund
Codes Coordinator
Building Official

CC: Occupant, 2814 Cleveland Ave. N., Roseville, MN 55113

File

Kari Collins, City of Roseville Community Development Director

Mark Gaughan, City of Roseville City Attorney

Tim O'Neill, City of Roseville Fire Chief

Pat Trudgeon, City of Roseville City Manager



Community Development Department
2660 Civic Center Drive ❖ Roseville, Minnesota 55113
651-792-7080 ❖ fax 651-792-7070 ❖ www.cityofroseville.com

August 11, 2016

Dorso Building Company
PO Box 120548
New Brighton, MN 55112-0020

Martin & Squires P.A.
Suite W2750
332 Minnesota Street
St. Paul, MN 55101

RE: Structure and occupancy at northeast corner of 2814 Cleveland Avenue, Roseville, MN 55113

Dear Mr. Dorso and Mr. Martin:

The City has become aware of another occupied structure located at the northeast corner of the property referenced above. The City of Roseville has no record of a permit for this structure or of a building inspection ever being conducted. The City of Roseville is requesting an inspection of this structure located at the northeast corner of the property, as soon as possible, but no later than August 18, 2016. The City of Roseville has been in contact with an individual who claimed to be in control of the structure and rented area, and this individual chose to defer access to the interior to you. The City would prefer to meet with you or your representatives on site during this inspection.

If you have any questions regarding this matter, please contact me at 651-792-7087.

Sincerely,

David Englund
Codes Coordinator
Building Official

CC: Occupant, 2814 Cleveland Ave. N., Roseville, MN 55113
File
Kari Collins, City of Roseville Community Development Director
Mark Gaughan, City of Roseville City Attorney
Tim O'Neill, City of Roseville Fire Chief
Pat Trudgeon, City of Roseville City Manager



Attorneys At Law

332 Minnesota Street
Suite W2750
St. Paul, MN 55101
Telephone: 651-767-3740
Facsimile: 651-228-9161
www.martinsquires.com

August 12, 2016

John Paul Martin
Direct Dial # 651-767-3743
jpmartin@martinsquires.com

David Englund, Codes Coordinator/Building Official
Community Development Department
2660 Civic Center Drive
Roseville, MN 55113

Re: 2814 Cleveland Avenue, Roseville, Minnesota
Our File No. 7054-32

Dear Mr. Englund:

By E-mail only: dave.englund@cityofroseville.com

This in response to your correspondence of August 3, 2016 which is a clear departure from the agreed-upon protocol that we have been following. It further is contrary to the spirit of cooperation shown in the past to achieve the common goal of a life safety compliant building.

From the outset, the City has requested inspections and analysis to be performed by an expert retained by the owner. The expressed purpose was to determine deficiencies in order to formulate a plan and timing for correction.

You advised that the City staff would review such and provide direction for the minimum required action necessary. Thereafter, DBC would be given a reasonable time to implement needed corrections. DBC relied on the representations made in two extended meetings in proceeding as agreed.

The Code Review conducted by WJR Architects was submitted as requested. The expectation was for the City to review the same and indicate areas of agreement / disagreement. Toward this end, we offered to make the expert available to meet with you. This code review will drive decision making for corrective work. For example, it will determine how many exits can be eliminated which in turn will affect the need for some of the electrical work.

David Englund, Codes Coordinator/Building Official

August 12, 2016

Page two

The City examination of the code review as reported in your letter is vague, ambiguous and contains misstatements. You note the City disagrees with travel distances to noted exits as not all exits are fully operable. DBC is advised that some of the exits are unnecessary. This was a topic to be discussed if the agreed upon approach was honored by the City.

There have been repeated claims that "numerous" systems are noncompliant. Among such claims is that the mechanical system is noncompliant. However, in our first meeting it was admitted that the City was not aware of whether the building's mechanical system was operational or not. Your August 3rd correspondence misstates that the WJR report indicates there is a problem with the building's mechanical system. That is simply not true. DBC has provided documents which show the heating system has been regularly serviced for the last three (3) years and the tenant has confirmed the building is heated. Other than to overstate the issues, what purpose is being served to continue to assert a baseless claim of noncompliance in the DBC mechanical system?

With respect to the plumbing, domestic water has been turned on to test pipes connecting the existing toilets. Leaks were discovered and repairs are set to be made within the next few days. DBC expects 2 toilets will be operational next week. How many toilets are absolutely needed should be a subject for the promised review by the City of the code report submitted by WJR Architects.

We attach a proposal which was solicited by DBC for electrical work. Again, expecting the City would abide by the agreed upon process this work has not yet been authorized. Honoring the City commitment made to DBC would be helpful in pursuit of electrical remedies.

As you are aware, considerable work and expense has been incurred to bring the sprinkler system to a point that is satisfactory to the fire department. Electrical has been rewired and Summit Sprinkler Company has tagged the system as operational. (Recall that the City was unaware that the sprinkler system was serviced by a water line separate from that of domestic water.)

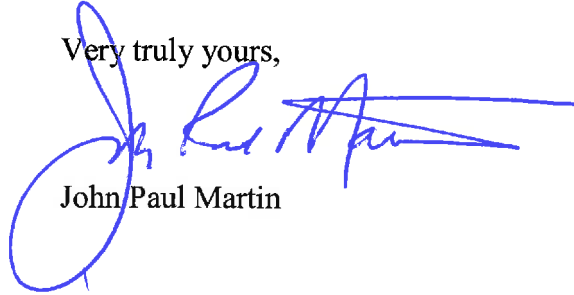
A hydro test of the system can be arranged with the final Summit report to follow thereafter. DBC expects to work with the fire department to arrange this and expects to continue to cooperate with the fire department to assure life safety issues are addressed. Attached please find a report from Summit which reports sprinkler system works and recommendations.

Past dealings with your office, the correspondence of August 3rd and the failure to honor the commitments made to DBC, leads to a conviction that this is another attempt to force the DBC tenant out of business and pressure DBC to sell its property.

David Englund, Codes Coordinator/Building Official
August 12, 2016
Page three

If the public hearing is to proceed, please consider this our demand under the Government Data Practices Act for inspection and copying of all contents of your file regarding this matter as well as all files regarding the DBC property contained in the office of Community Development. This would include, but not limited to, offers to acquire, redevelop or demolish DBC improvements.

Very truly yours,

A handwritten signature in blue ink, appearing to read "John Paul Martin", with a large, stylized initial "J" and a long horizontal flourish extending to the right.

John Paul Martin

JPM:cp
Attachment

cc: Tim O'Neill, Fire Chief, by E-mail only w/attachment
WJR Architects by E-mail only w/attachment
Dorso Building Company, LLP by E-mail only w/attachment

Proposal



Wallraff Electric Co.
821 Raymond Avenue, Suite 400
Saint Paul, Minnesota 55114
Phone (651) 600-2327

PROPOSAL SUBMITTED TO: Dorso Building Company		PHONE:	DATE: 7/27/2016
STREET P.O. Box 120548		JOB NAME Code Corrections	
CITY, STATE, ZIP CODE New Brighton, MN 55112		JOB LOCATION: 2814 Cleveland Avenue, Roseville	
ATTENTION: Tony Dorso	DATE OF PLANS	FAX NUMBER:	JOB PHONE:

Furnish and Install:

- 1 – Lot replacement of miscellaneous covers for panels and junction boxes
- 1 – Lot repair/replacement of exit and emergency lights as required
- 1 – Lot removal of temporary wiring and replacement with permanent wire in conduit
- 1 – 400 amp 120/208 volt panel board with required breakers
- 1 – Lot wiring for temporary heaters - \$ 500.00 labor and material allowance
- 1 – 3Kw wall unit heater in the main entry with integral thermostat

Wire and Connect:

- 1 – Existing air compressor

Sales tax, lift rental and electrical permit are included.

Life Safety, Security, Voice, Data and Video wiring are not included.

This proposal is based on the preliminary information provided and our electrical design assumptions.

This proposal is subject to change pending further discussions between Wallraff Electric, the City of Roseville and Customer.

If you should have any questions or concerns regarding the above information, please do not hesitate to contact me.

Thank you for considering Wallraff Electric for this project.

This work will be performed on a time and material basis not to exceed the number shown below.

WE AGREE TO DO ABOVE DESCRIBED WORK FOR THE SUM OF: \$ 25,675.00 TO BE PAID AS FOLLOWS: _____

Monthly progress billings

VERBAL AGREEMENTS NOT BINDING-ALL ADDITIONAL AND AGREEMENTS MUST BE SHOWN IN WRITING. ALL ORDERS ACCEPTED BY US WITH THE UNDERSTANDING THAT WE ARE NOT TO BE HELD LIABLE FOR CAUSES BEYOND OUR CONTROL. THIS PROPOSAL SUBJECT TO ACCEPTANCE WITHIN 30 DAYS. 1 1/2% PER MONTH CHARGED ON ACCOUNTS OVER 30 DAYS.

Tim Phillips
AUTHORIZED SIGNATURE

We are required by law to provide you with the following notice regarding the rights of the persons furnishing labor and materials.

- (A) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.
- (B) Under Minnesota Law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amount due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

I HAVE READ THE ABOVE AND ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT.

Signature

Date



Dear City of Roseville,

In regards to the Fire Sprinkler system at the Dorso Trailer Repair Building, located at 2814 Cleveland Ave N, Roseville, MN:

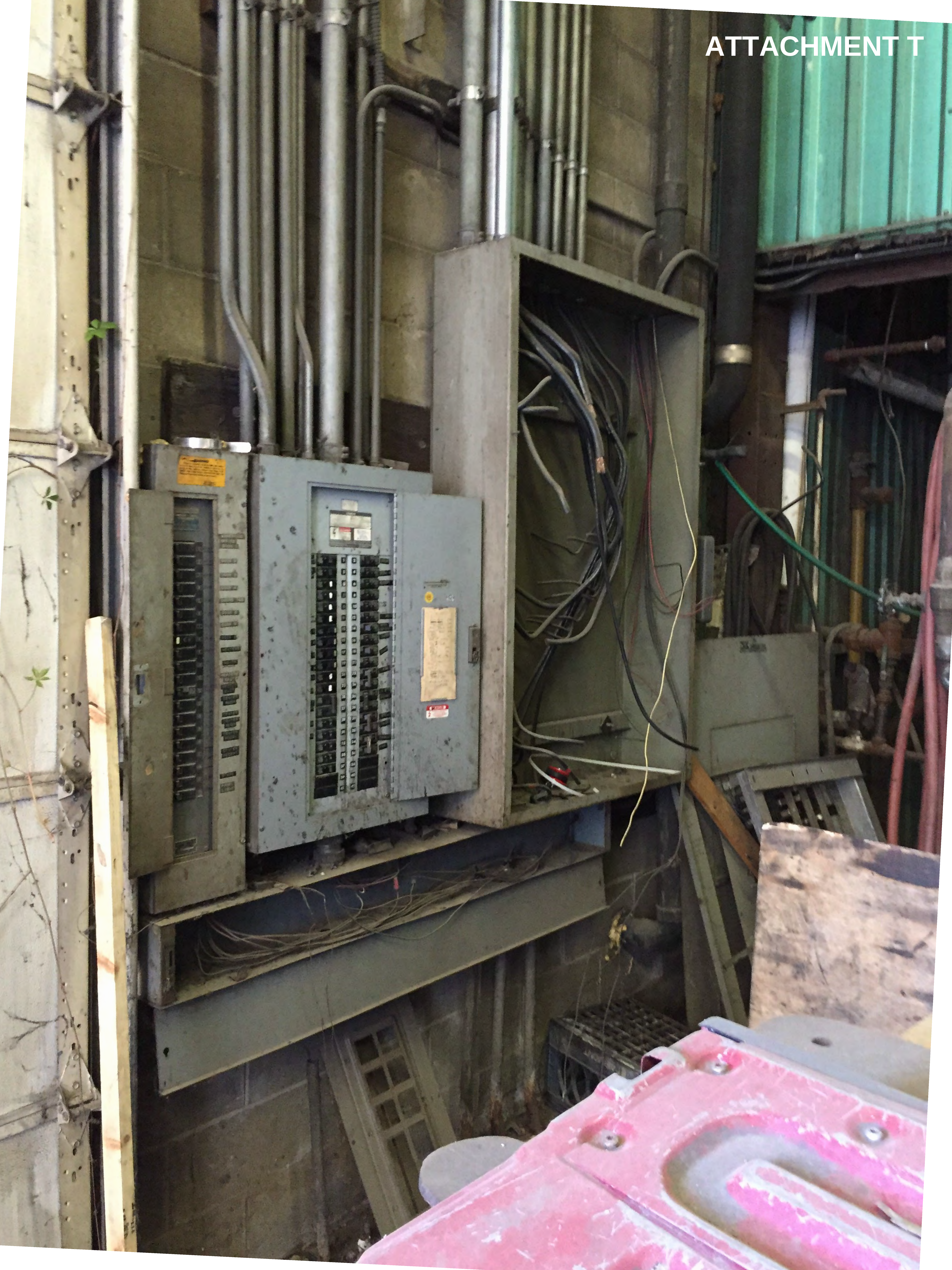
Summit Companies dba Summit Fire Protection performed the annual fire inspection on 7/3/16. Additionally, a full site survey was performed by Mat Moris of Summit Companies on 8/9/16.

The following is a description of the site survey:

- 1- The overhead doors are approximately 16' deep x 18' wide. The (4) East and (6) North overhead doors currently have vertical sidewall sprinkler heads at the front edges with heat shields (approx. 16"x16"). I am assuming at some point a local AHJ had approved this. I am finding in current NFPA 13, sidewalls can only cover 10'x 10' in OHII and heat shields cannot be installed. The (4) South overhead doors have pendants with heat shields. All heat shields are in poor condition (not straight). There could be a variance to allow the existing with city approval, since at one time it was approved. There is (3) pendants that should be plugged on the South side where overhead doors do not exist.
- 2- The Southwest mezzanine level does not have pendants in the ceiling grid. My suggestion is to remove the ACT ceiling system. There is upright sprinkler heads at the roof deck that will provide coverage. Under the mezzanine level stair landing there is head that is more than 12" under the deck. Another head should be added under the exposed wood stairs where the entrance to office is located.
- 3- Within the office areas on the main level, there are several areas of missing coverage where pendants are over 7'-6" from a wall. Vertical sidewalls are over 10' from walls (12'-6"). Upright in closet is within 4" from wall (too close).
- 4- There is a CMU block wall room near the main riser that does not have sprinkler coverage.
- 5- There is a painted head on the mezzanine level of the North open office. Similarly, several coverage issues as noted on the main level office areas
- 6- On the North side there is no sprinkler coverage in the entrance vestibule. Escutcheon should be adjusted up the stair in the small room on a pendant head.
- 7- Need lift to properly identify corroded and/or loaded sprinkler heads.
- 8- Storage should be kept under 12' throughout the building.

Summit is working with building ownership to provide solutions to noted fire sprinkler deficiencies.

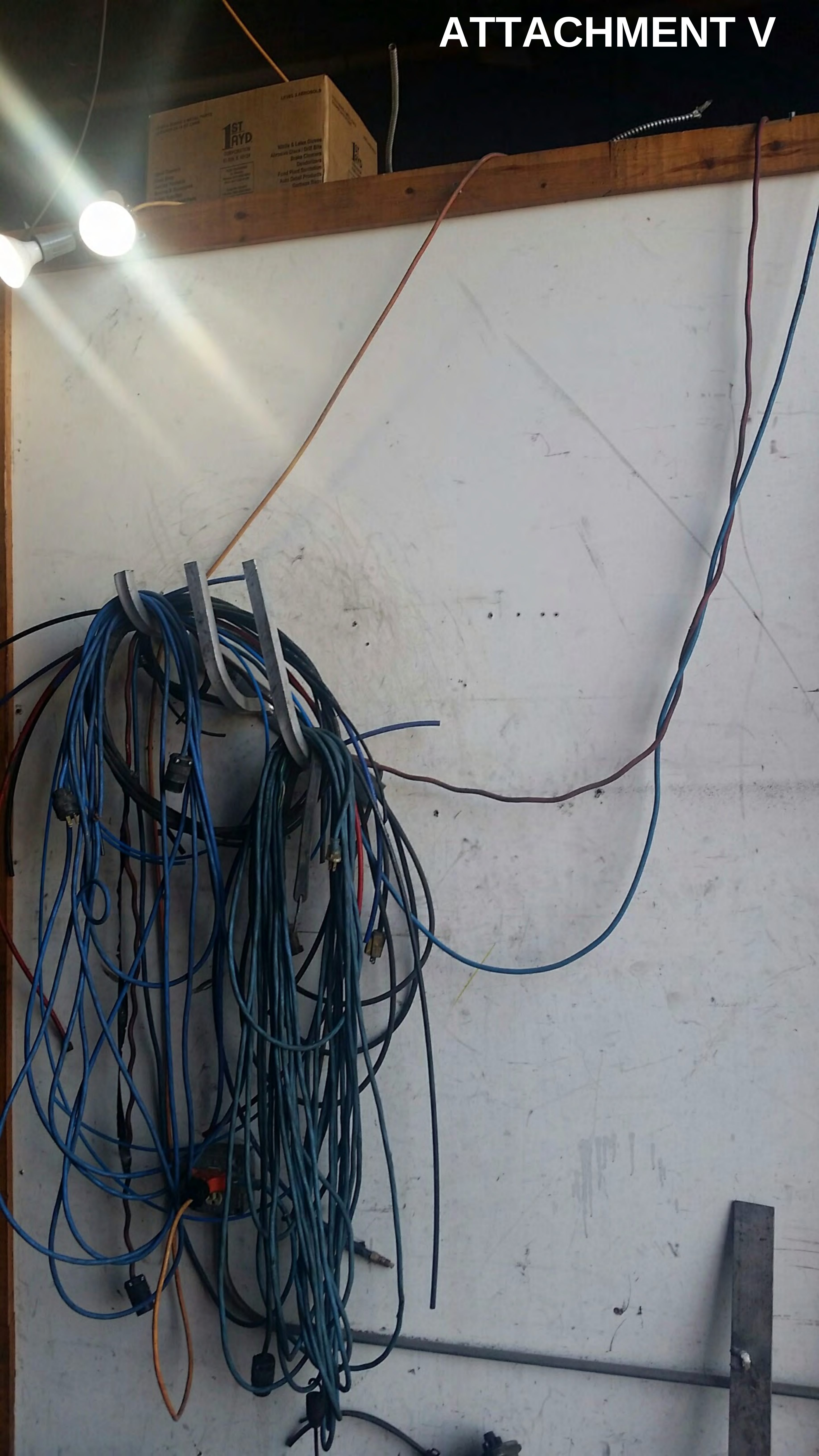
Best Regards,
Matthew Gergen
Service/Inspection Sales
Summit Companies







ATTACHMENT V





ATTACHMENT X







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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was duly held on the 22nd of August, 2016, at 6:00 o'clock p.m.

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

Councilmember introduced the following resolution and moved its adoption:

RESOLUTION NO.

RESOLUTION APPROVING ABATEMENT ACTION AT 2814 CLEVELAND AVENUE NORTH

WHEREAS, significant violations of Minnesota State Fire (MSFC 304, 305, 315, 503, 506, 508, 510, 603, 605, 704, 705, 901, 903, 906, 907, 1001, 1004, 1027, 1028, 3403, 3404, and Building Codes (MSBC 901, 1001, 1204, 2701, 2801, 2901, MEC 110, 314, 400, 348, MSPC 4714.0100, 4714.0101, MSMC 1346.0103), as well as, City of Roseville Codes (407, 801, 906) have been noted on the property and building; and;

WHEREAS, the property owner has not corrected the violations, has not provided the required submittals detailing a plan for attaining Code compliance, has not provided a definitive time schedule of repair; and;

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, MINNESOTA, that based upon the entirety of the public record before it, including the Request for Council Action staff report and all of its attachments and materials, oral representations made by staff on the record, and public comment from interested parties, and upon due consideration and deliberation by the Council in open forum, the CITY COUNCIL OF THE CITY OF ROSEVILLE, MINNESOTA, hereby makes the following findings and approves the following orders to abate code violations at the property located at 2814 Cleveland Avenue:

FINDINGS,

The following violations of the Minnesota State Fire Code exist on the subject property:

906.6 Remove obstructions or impediments to portable fire extinguishers.

305.2 Hot ashes, cinders, smoldering coals or greasy or oily materials subject to spontaneous ignition shall not be deposited in a combustible receptacle, within 10 feet (3048 mm) of other combustible material including combustible walls and partitions or within 2 feet (610 mm) of openings to buildings.

705.3.2 Incidental use areas in Groups A, B, E, F, H, M and S occupancies need not be separated when the incidental use area is protected with automatic sprinklers.

3404.3.4.4 Provide approved flammable liquid storage cabinet.

510.1 Fire protection equipment shall be identified in an approved manner. Rooms containing controls for air-conditioning systems, sprinkler risers and valves, or other fire detection, suppression or control elements shall be identified for the use of the fire department. Approved signs required to identify fire protection equipment and equipment location, shall be constructed of durable materials, permanently installed and readily visible.

315.2.3 Remove and discontinue the storage of combustible materials in boiler rooms that do not comply with section 315.2.3.1

603.9 Above-ground gas meters, regulators and piping subject to damage shall be protected by a barrier complying with Section 312 or otherwise protected in an approved manner.

603.5.1 Provide permanent guards for the combustion chamber of the heating appliance so as to prevent accidental contact by persons or materials.

903.3 Provide a sprinkler head box including spare sprinkler heads of the type used and a wrench. The box must be located and maintained near the main sprinkler riser. (See applicable installation standard.)

903.4 All valves controlling the water supply for automatic sprinkler systems and water-flow switches on all sprinkler systems serving 20 or more sprinklers shall be electrically supervised. For existing sprinkler systems, monitoring is required when the number of sprinklers is 100 or more.

907.4 Manual fire alarm boxes shall be installed in accordance with Sections 907.4.1 through 907.4.5.

605.5 Remove extension cords that are being used as a substitute for permanent wiring.

1027.5.1 The means of egress shall be illuminated at all times the building space served by the means of egress is occupied. Natural lighting in the interior rooms or spaces can be used to satisfy this requirement during periods of daylight.

704.2 When openings are required to be protected, opening protectives shall be maintained self-closing or automatic-closing by smoke detection. Existing fusible-link Type automatic door-closing devices are permitted if the fusible link rating does not exceed 135°F (57°C).

315.2 Maintain orderly storage of combustible materials.

605.6 Open junction boxes and open-wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes.

605.3 Provide a working space of not less than 30 inches in width, 36 inches in depth and 78 inches in height in front of electrical service equipment.

1028.2 Required exit accesses, exits or exit discharges shall be continually maintained free of all obstructions or impediments that would prevent their full instant use.

315.2.3.3 Remove and discontinue the storage of combustible materials in all electrical distribution equipment rooms.

1027.3 Provide approved exit signs for rooms, areas, or floor levels where two or more exits are required. Exit signs shall be internally or externally illuminated to a minimum intensity of 5 foot-candles (54 lux).

906.7 Hand-held portable fire extinguishers, not housed in cabinets, shall be installed on the hangers or brackets supplied. Hangers or brackets shall be securely anchored to the mounting surface in accordance with the manufacturer's installation instructions.

510.1 Provide approved signage for rooms containing fire protection equipment, controls for air-conditioning systems, sprinkler risers and valves and other fire detection, suppression or control elements.

705.1 Mixed occupancies within the same building and hazardous areas shall be separated in accordance with Sections 705.2 through 705.3.

510.1 Provide approved signage for rooms containing fire protection equipment, controls for air-conditioning systems, sprinkler risers and valves and other fire detection, suppression or control elements.

907.3 An approved manual, automatic, or manual and automatic fire alarm system shall be provided in existing buildings and structures in accordance with Sections 907.3.1 through 907.3.6 and NFPA 72. For the purposes of this section, fire barrier walls or fire walls shall not define separate buildings. In buildings containing mixed occupancies that are designed as separated uses (see Section 102.11), fire alarm and detection systems need only be installed in those occupancies where required by this section. Exception: In areas protected by an approved, supervised automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, automatic fire detectors required by Section 907.3 need not be provided. Where Section 907.3 required smoke detectors, such protection shall be installed.

901.6 Fire detection, alarm and extinguishing systems shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. Non-required fire protection systems and equipment shall be inspected, tested and maintained or removed.

906.2 Provide minimum rated 2A-10B:C portable fire extinguishers mounted in accessible and conspicuous locations. Extinguishers shall be located so that the travel distance from any point within the building to the nearest fire extinguisher does not exceed 75 feet.

315.2.3.2 Arrange the storage of combustible materials in mechanical equipment rooms to comply with the following:

1) all storage to be neat and orderly, 2) no storage within 3 feet of fuel-fired equipment

- 119 1027.7 Provide approved panic hardware or fire exit hardware.
- 120 304.1 Remove outdoor combustible waste material from the property.
- 121 705.3 Separate incidental use areas from the rest of the building with fire-resistance
122 rated construction where required.
- 123 315.2.2 Remove and discontinue the storage of combustible materials in exits and exit
124 enclosures.
- 125 906.2 Provide the required maintenance of the fire extinguishers as required by NFPA
126 10.
- 127 315.2.3. 2 Arrange the storage of combustible materials in mechanical equipment rooms
128 to comply with the following:
- 129 1) all storage to be neat and orderly, 2) no storage within 3 feet of fuel-fired equipment
- 130 1001.2 It shall be unlawful to alter a building or structure in a manner that will reduce
131 the number of exits or the capacity of the means of egress to less than required by this
132 code.
- 133 1028.3 All portions of the means of egress shall be maintained free from obstructions
134 that would prevent their use including the accumulation of snow and ice.
- 135 907.20.5 The building owner shall be responsible for ensuring that the fire and life safety
136 systems are maintained in an operable condition at all times. Service personnel shall meet
137 the qualification requirements of NFPA 72 for maintaining, inspecting and testing such
138 systems. A written record shall be maintained and shall be made available to the fire code
139 official.
- 140 304.3.3 Relocate dumpster at least 5 feet away from combustible walls, openings, or
141 combustible eaves and overhangs.
- 142 903.3.1.1 Where the provisions of this code require that a building or portion thereof be
143 equipped throughout with an automatic sprinkler system in accordance with this section,
144 sprinklers shall be installed throughout in accordance with NFPA 13 except as provided
145 in Section 903.3.1.1.1.
- 146 503.4 Ensure that fire lanes and fire apparatus access roads are maintained free of
147 obstructions, and that the required minimum widths and clearances are maintained at all
148 times.
- 149 3404.2.3.1 Provide approved signs prohibiting open flames and smoking within
150 flammable/combustible liquid storage areas.
- 151 603.5.3 Provide the proper clearances between heat-producing appliances and
152 combustibles. Where specific manufacturer's instructions or listings allow a reduction
153 from the distances specified in Sections 603.5.3.2, those distances are allowed.
- 154 3404.3.4.3 Provide a flammable liquid storage room constructed and separated in
155 accordance with the MN State Fire Code.
- 156 603.9 Provide approved impact protection for gas meters, regulators and piping subject
157 to physical damage.

158 703.1 Repair or maintain the required fire-resistance rating of fire-resistance-rated
159 construction (including walls, fire stops, shaft enclosures, smoke barriers, partitions and
160 floors).

161 304.1 Remove outdoor combustible waste material from the property.

162 605.4 Multiplug adapters, such as cube adapters, unfused plug strips or any other device
163 not complying with the ICC Electrical Code shall be prohibited.

164 605.3.1 Doors into electrical control panel rooms shall be marked with a plainly visible
165 and legible sign stating ELECTRICAL ROOM or similar approved wording. The
166 disconnecting means for each service, feeder or branch circuit originating on a
167 switchboard or panelboard shall be legibly and durably marked to indicate its purpose
168 unless such purpose is clearly evident.

169 1028.3 All portions of the means of egress shall be maintained free from obstructions
170 that would prevent their use including the accumulation of snow and ice.

171 605.1 Repair or replace damaged or missing electrical fixtures.

172 703.2.3 Repair or replace the required fire-rated doors so they fully close and latch when
173 activated by their closing device.

174 605.1 Repair or replace damaged or exposed electrical wiring.

175 3403.5 Label all containers with product specific identification.

176 3404.3.2.1.2 Provide 'DANGER- KEEP 'FIRE AWAY' or 'DANGER- FLAMMABLE
177 LIQUIDS-NO SMOKING' 'FLAMMABLE - KEEP FIRE AWAY' sign on door of all
178 flammable liquid storage cabinets.

179 603.5.2 Provide written documentation from a licensed heating contractor that the heating
180 appliances are installed and being maintained in accordance with the manufacturer's
181 instructions, the State Building Code, and the State Mechanical Code.

182 903.6 The provisions of this section are intended to provide a reasonable degree of
183 safety in existing structures not complying with the minimum requirements of the
184 International Building Code by requiring installation of an automatic fire-extinguishing
185 system.

186 1004.3 Every room or space that is an assembly occupancy shall have the occupant load
187 of the room or space posted in a conspicuous place, near the main exit or exit access
188 doorway from the room or space. Posted signs shall be of an approved legible permanent
189 design and shall be maintained by the owner or authorized agent.

190 703.1 Repair or seal openings or penetrations to fire-resistive construction with
191 approved materials and methods.

192 508.5.4 Provide and maintain unobstructed access to all fire sprinkler valves.

193 703.1 The required fire-resistance rating of fire-resistance-rated construction (including
194 walls, firestops, shaft enclosures, partitions, smoke barriers, floors, fire-resistive coatings
195 and sprayed fire-resistant materials applied to structural members and fire-resistant joint
196 systems) shall be maintained. Such elements shall be properly repaired, restored or
197 replaced when damaged, altered, breached or penetrated. Openings made therein for the

passage of pipes, electrical conduit, wires, ducts, air transfer openings and holes made for any reason shall be protected with approved methods capable of resisting the passage of smoke and fire. Openings through fire- resistance-rated assemblies shall be protected by self- or automatic-closing doors of approved construction meeting the fire protection requirements for the assembly.

506.1 Provide a key box in an approved and accessible location. Such key box shall be of an approved type and shall contain keys to gain access as required by the code official.

605.10.3 Portable electric space heaters shall not be plugged into extension cords.

906.2 Portable fire extinguishers shall be selected, installed and maintained in accordance with this section and NFPA 10.

503.3 Provide approved signage for the fire lane. Signs must say 'NO PARKING - FIRE LANE'.

The following violations of local property code exist on the subject property:

407.02 Nuisances C. Weeds: Grasses must be maintained below 8", J. Building Maintenance and Appearance, K. Standards: 1 and 4, O. Vehicles Constituting a Public Nuisance: 1 and 4

407.03: Nuisances Affecting Peace and Safety H. Junk: Outside piling, storing or keeping of old machinery

801.23: Abandoned Services: A. Abandoned Service Installations:

906.03: Administration: 906.03.H.3.a. Structure unfit for human occupancy

906.05: General Requirements: A. 2. Responsibility, B. 1. Sanitation, 2.Grading and Drainage, 3.Sidewalks and Driveways, 4.Weeds, 7.Accessory Structures, 8.Motor Vehicles. C. 2. Protective Treatment, 7.Roofs and Drainage, 13. Windows, skylight and door frames, 15. Doors. E. 1. General.

906.06: Light, Ventilation and Occupancy Limitations: A. 2. Responsibility.

906.07: Plumbing Facilities and Fixture Requirements: A.2. Responsibility B. 4. Employees' facilities. C. 3. Location of employee toilet facilities. D. 1.General, 3. Plumbing system hazards. E. 1. General, 2. Contamination, 3. Supply, 4. Water heating facilities. F. 1. General, 2. Maintenance

906.08: Mechanical and Electrical Requirements: A. 2. Responsibility. B. 1. Facilities required, 3. Heat supply. C. 1. Mechanical appliances. D. 1. Facilities required, 2. Service, 3. Electrical system hazards. E. 1. Installation. F. 1. General.

906.09: Fire Safety Requirements: A. 2. Responsibility. B.1. General, 2. Aisles, 3. Locked doors, 4.Emergency escape openings. D. 1. General.

ORDERS,

- a. Placarding of Structure pursuant to City Code Section 906.03.H.6

236 b. Vacating of the premises pursuant to City Code Section 906.03.H.7 and
237 Minnesota State Code Section 1300.0180

238 c. Suspension of the Certificate of Occupancy per Minnesota State Code Section
239 1300.0220

240 d. Disconnection of utilities per Minnesota State Code Section 1300.0180

241

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

245

246 WHEREUPON said resolution was declared duly passed and adopted.

247

248

249 RESOLUTION APPROVING ABATEMENT ACTION AT 2814 CLEVELAND
250 AVENUE NORTH

251

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 ____ of ____, 201__, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this ____ of ____, 201__.

Patrick Trudgeon, City Manager

(SEAL)