



City Council Agenda

Monday, October 24, 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. Recognitions, Donations and Communications**
a. Proclaim National Native American Heritage Month
- 6:17 p.m. **7. Approve Minutes**
a. Approve October 10 City Council Meeting Minutes
b. Approve October 17 City Council Meeting Minutes
c. Approve October 17 REDA Meeting Minutes
- 6:25 p.m. **8. Approve Consent Agenda**
a. Approve Payments
b. Approve Business and Other Licenses
c. Approve General Purchases and Sale of Surplus Items in Excess of \$5,000
d. Rosedale Public Improvement Engineering Services Contract
e. 2016 Policy Priority Planning Document Update
f. Receive 2016 3rd Quarter Financial Report
g. Adopt a Resolution Setting a Public Hearing to Consider Modifying the Tax Increment Financing (TIF) Plan for Redevelopment TIF District #12

Some Upcoming Public Meetings.....

Tuesday	Oct 25	6:30 p.m.	Public Works, Environment & Transportation Commission
November			
Tuesday	Nov 1	6:30 p.m.	Parks & Recreation Commission
Wednesday	Nov 2	5:30 p.m.	Variance Board
Wednesday	Nov 2	6:30 p.m.	Planning Commission
Monday	Nov 7	6:00 p.m.	City Council Meeting
<i>Tuesday</i>	<i>Nov 8</i>		<i>Election Day</i>
Wednesday	Nov 9	6:30 p.m.	Finance Commission
Thursday	Nov 10	6:30 p.m.	Community Engagement Commission
<i>Friday</i>	<i>Nov 11</i>		<i>City Offices Closed – Veterans Day</i>
Monday	Nov 14	6:00 p.m.	City Council Meeting
Wednesday	Nov 16	6:00 p.m.	Human Rights Commission
Tuesday	Nov 22	6:30 p.m.	Public Works, Environment & Transportation Commission
<i>Thursday</i> <i>Friday</i>	<i>Nov 24-25</i>		<i>City Offices Closed – Thanksgiving</i>
Monday	Nov 28	6:00 p.m.	City Council Meeting

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



National Native American Heritage Month November 2016

Whereas: American Indians, the original settlers of this country, have brought values and ideas that have become ingrained in the American spirit, including respect for the natural environment, respect for cultural differences, and respect for diversity as a source of strength; and

Whereas: The City of Roseville is located on land that was once home to many Dakota and Ojibwa Indians; and

Whereas: The City of Roseville is committed to promoting racial understanding and equality and justice as a fundamental aspect of a healthy community; and

Whereas: By Act of Congress of the United States, November is declared as American Indian Heritage Month; and

Whereas: The City of Roseville invites all members of the community to celebrate 2016 National Native American Heritage Month "Serving Our Nations," which represents the importance of balance, beauty, and harmony with nature, self and society; and

Whereas: This observance offers special opportunities to become more knowledgeable about the American Indian heritage and to honor the many American Indian leaders who have contributed to the progress of our nation.

Now, Therefore Be It Resolved, that the City Council hereby proclaim the month of November 2016 as Native American Heritage Month in the City of Roseville and urge all citizens to join in appreciation for our rich and diverse community.

In the City of Roseville, County of Ramsey, State of Minnesota, U.S.A

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Roseville to be affixed this twenty-fourth day of October 2016.

Mayor Daniel J. Roe



REQUEST FOR COUNCIL ACTION

Date: 10/24/2016

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	\$1,081,930.95
83184-83325	\$1,173,965.51
Total	\$2,255,896.46

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: 10/18/2016 - 10:35 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	10/05/2016	2011 Port Authority Bond	Bond Interest Payment	Depository Trust Agency- Non Ban	Debt Service Interest Payment	92,261.25
Bond Interest Payment Total:						92,261.25
Fund Total:						92,261.25
0	10/05/2016	2012 Port Authority Bond	Bond Interest Payment	Depository Trust Agency- Non Ban	Debt Service Interest Payment	214,725.00
Bond Interest Payment Total:						214,725.00
Fund Total:						214,725.00
0	10/05/2016	2015 TIF Bonds (2015A)	Bond Interest Payments	Depository Trust Agency- Non Ban	Debt Service Interest Payment	92,887.35
Bond Interest Payments Total:						92,887.35
Fund Total:						92,887.35
83469	10/13/2016	Boulevard Landscaping	Contract Maintenance	Sandstrom Land Management, LLC	MOWING, WEEDING, MULCHINC	7,008.00
Contract Maintenance Total:						7,008.00
0	10/13/2016	Boulevard Landscaping	Operating Supplies	General Industrial Supply Co.	Wheelbarrow	105.00
83442	10/13/2016	Boulevard Landscaping	Operating Supplies	MIDC Enterprises	Crimper	13.65
83442	10/13/2016	Boulevard Landscaping	Operating Supplies	MIDC Enterprises	Pipe	19.26
83484	10/13/2016	Boulevard Landscaping	Operating Supplies	Trugreen L.P.	Lawn Service	340.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Operating Supplies Total:						477.91
Fund Total:						7,485.91
83360	10/05/2016	Building Improvements	Other Improvements	Montgomery Brinkman, LLC	QTY 1: PARTITIONS	1,351.00
83360	10/05/2016	Building Improvements	Other Improvements	Montgomery Brinkman, LLC	QTY 1: GENERAL LABOR FOR RE	5,988.00
83453	10/13/2016	Building Improvements	Other Improvements	Oakley Interiors	QTY 1: TILE AND COUNTERTOPS	8,601.00
Other Improvements Total:						15,940.00
Fund Total:						15,940.00
83437	10/13/2016	Central Svcs Equip Revolving	Rental - Copier Machines	Marco Technologies, LLC	Copier Rental	2,292.87
83457	10/13/2016	Central Svcs Equip Revolving	Rental - Copier Machines	Pitney Bowes	Office Machine Rental	832.62
83395	10/05/2016	Central Svcs Equip Revolving	Rental - Copier Machines	US Bank Equipment Finance	Copier Rentals	2,722.09
Rental - Copier Machines Total:						5,847.58
Fund Total:						5,847.58
0	10/12/2016	Charitable Gambling	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Federal Incc	7.17
Federal Income Tax Total:						7.17
0	10/12/2016	Charitable Gambling	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	6.89
0	10/12/2016	Charitable Gambling	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	1.61
FICA Employee Ded. Total:						8.50
0	10/12/2016	Charitable Gambling	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	1.61
0	10/12/2016	Charitable Gambling	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	6.89
FICA Employers Share Total:						8.50
0	10/12/2016	Charitable Gambling	MN State Retirement	MSRS-Non Bank	PR Batch 00001.10.2016 Post Emplo	1.02

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					MN State Retirement Total:	1.02
0	10/12/2016	Charitable Gambling	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	6.66
					PERA Employee Ded Total:	6.66
0	10/12/2016	Charitable Gambling	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	6.66
0	10/12/2016	Charitable Gambling	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera additio	1.02
					PERA Employer Share Total:	7.68
83473	10/13/2016	Charitable Gambling	Professional Services - Bingo	Shidell, Mair & Richardson	Midway Speedskating Bingo	2,041.20
					Professional Services - Bingo Total:	2,041.20
0	10/12/2016	Charitable Gambling	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.10.2016 State Incom	3.83
					State Income Tax Total:	3.83
					Fund Total:	2,084.56
83435	10/13/2016	Community Development	Advertising	Lillie Suburban Newspaper Inc	Notices-Acct: 262	127.74
83435	10/13/2016	Community Development	Advertising	Lillie Suburban Newspaper Inc	Notices-Acct: 262	156.10
					Advertising Total:	283.84
83367	10/05/2016	Community Development	Building Permits	Polar Builders	Building Permit Refund	119.76
					Building Permits Total:	119.76
83449	10/13/2016	Community Development	Building Surcharge	Mn Dept of Labor & Industry	Building Permit Surcharges	2,857.22
83367	10/05/2016	Community Development	Building Surcharge	Polar Builders	Building Permit Refund	2.55
					Building Surcharge Total:	2,859.77
0	10/05/2016	Community Development	Conferences	Bryan Lloyd	Conference Expenses Reimbursement	204.52

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Conferences Total:	204.52
0	10/05/2016	Community Development	Credit Card Fees	US Bank-Non Bank	Terminal Charges	2,354.34
					Credit Card Fees Total:	2,354.34
83398	10/05/2016	Community Development	Deposits	Zawadski Homes	Construction Deposit Refund	800.00
					Deposits Total:	800.00
0	10/13/2016	Community Development	Electrical Inspections	Tokle Inspections, Inc.	Electrical Inspections-Sept.	5,038.40
					Electrical Inspections Total:	5,038.40
0	10/12/2016	Community Development	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Federal Incc	3,906.25
					Federal Income Tax Total:	3,906.25
0	10/12/2016	Community Development	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	1,940.34
0	10/12/2016	Community Development	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare Ei	453.81
					FICA Employee Ded. Total:	2,394.15
0	10/12/2016	Community Development	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare Ei	453.81
0	10/12/2016	Community Development	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	1,940.34
					FICA Employers Share Total:	2,394.15
83427	10/13/2016	Community Development	HRA Employer	ING ReliaStar	PR Batch 00001.10.2016 HRA Empl	400.00
					HRA Employer Total:	400.00
83462	10/13/2016	Community Development	HSA Employee	Premier Bank	PR Batch 00001.10.2016 HSA Empl	250.00
					HSA Employee Total:	250.00
83462	10/13/2016	Community Development	HSA Employer	Premier Bank	PR Batch 00001.10.2016 HSA Emplo	533.00
					HSA Employer Total:	533.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	10/13/2016	Community Development	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00001.10.2016 ICMA Defe	1,717.94
ICMA Def Comp Total:						1,717.94
83449	10/13/2016	Community Development	Miscellaneous Revenue	Mn Dept of Labor & Industry	Building Permit Surcharges	-57.10
Miscellaneous Revenue Total:						-57.10
0	10/12/2016	Community Development	MN State Retirement	MSRS-Non Bank	PR Batch 00001.10.2016 Post Emplo	278.68
MN State Retirement Total:						278.68
0	10/12/2016	Community Development	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.10.2016 MNDCP De	450.00
MNDCP Def Comp Total:						450.00
0	10/13/2016	Community Development	Office Supplies	Greenhaven Printing	Business Cards	39.00
0	10/13/2016	Community Development	Office Supplies	Greenhaven Printing	Business Cards	68.00
0	10/13/2016	Community Development	Office Supplies	Innovative Office Solutions	Office Supplies	60.47
0	10/05/2016	Community Development	Office Supplies	Innovative Office Solutions	Office Supplies	117.37
Office Supplies Total:						284.84
0	10/12/2016	Community Development	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	2,019.89
PERA Employee Ded Total:						2,019.89
0	10/12/2016	Community Development	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera additio	310.74
0	10/12/2016	Community Development	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	2,019.89
PERA Employer Share Total:						2,330.63
83400	10/13/2016	Community Development	Professional Services	Accela, Inc. #774375	Citizen Access, Civic Platfor Subscrip	7,686.00
83400	10/13/2016	Community Development	Professional Services	Accela, Inc. #774375	Citizen Access, Civic Platfor Subscrip	15,000.00
83338	10/05/2016	Community Development	Professional Services	Economic Development Services, I	Economic Development Professional	1,687.50
83488	10/13/2016	Community Development	Professional Services	Verizon Wireless	Cell Phones	35.03
Professional Services Total:						24,408.53
83429	10/13/2016	Community Development	Property Improvement Permit	Jesse Trebil Foundation Systems	Building Permit Refund	92.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Property Improvement Permit Total:						92.00
0	10/12/2016	Community Development	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.10.2016 State Incom	1,503.04
State Income Tax Total:						1,503.04
Fund Total:						54,566.63
83389	10/05/2016	Contracted Engineering Svcs	Deposits	Mike Thomas	Escrow Return-2800 Victoria St.	3,000.00
Deposits Total:						3,000.00
83387	10/05/2016	Contracted Engineering Svcs	Erosion Control Permit	Tom Thai	Escrow Return-2800 Victoria St.	625.00
Erosion Control Permit Total:						625.00
0	10/12/2016	Contracted Engineering Svcs	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Federal Incc	1,643.07
Federal Income Tax Total:						1,643.07
0	10/12/2016	Contracted Engineering Svcs	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	230.46
0	10/12/2016	Contracted Engineering Svcs	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	985.48
FICA Employee Ded. Total:						1,215.94
0	10/12/2016	Contracted Engineering Svcs	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	230.46
0	10/12/2016	Contracted Engineering Svcs	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	985.48
FICA Employers Share Total:						1,215.94
83427	10/13/2016	Contracted Engineering Svcs	HRA Employer	ING ReliaStar	PR Batch 00001.10.2016 HRA Empl	211.25
HRA Employer Total:						211.25
83462	10/13/2016	Contracted Engineering Svcs	HSA Employee	Premier Bank	PR Batch 00001.10.2016 HSA Empl	95.19
HSA Employee Total:						95.19

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
83462	10/13/2016	Contracted Engineering Svcs	HSA Employer	Premier Bank	PR Batch 00001.10.2016 HSA Emplo	362.50
					HSA Employer Total:	362.50
0	10/13/2016	Contracted Engineering Svcs	ICMA Def Comp	ICMA Retirement Trust 457-30022	PR Batch 00001.10.2016 ICMA Defe	97.50
					ICMA Def Comp Total:	97.50
0	10/12/2016	Contracted Engineering Svcs	MN State Retirement	MSRS-Non Bank	PR Batch 00001.10.2016 Post Emplo	158.60
					MN State Retirement Total:	158.60
0	10/12/2016	Contracted Engineering Svcs	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.10.2016 MNDCP De	71.50
					MNDCP Def Comp Total:	71.50
0	10/12/2016	Contracted Engineering Svcs	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	1,030.97
					PERA Employee Ded Total:	1,030.97
0	10/12/2016	Contracted Engineering Svcs	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	1,030.97
0	10/12/2016	Contracted Engineering Svcs	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera additio	158.60
					PERA Employer Share Total:	1,189.57
0	10/12/2016	Contracted Engineering Svcs	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.10.2016 State Incom	674.56
					State Income Tax Total:	674.56
83436	10/13/2016	Contracted Engineering Svcs	Union Dues Deduction	Local Union 49	PR Batch 00001.10.2016 IOUE Unioi	159.58
					Union Dues Deduction Total:	159.58
					Fund Total:	11,751.17
83425	10/13/2016	East Metro SWAT	Professional Services	HQ AAFES	SWAT Services	2,010.00
					Professional Services Total:	2,010.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Fund Total:						2,010.00
0	10/05/2016	G.O. Housing Revenue (2009)	Bond Interest Payment	Depository Trust Agency- Non Ban	Debt Service Interest Payment	19,862.50
Bond Interest Payment Total:						19,862.50
Fund Total:						19,862.50
0	10/05/2016	General Fund	209000 - Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	34.50
209000 - Sales Tax Payable Total:						34.50
0	10/13/2016	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	47.35
211402 - Flex Spending Health Total:						47.35
0	10/13/2016	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	4,038.51
0	10/05/2016	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	384.62
211403 - Flex Spend Day Care Total:						4,423.13
83435	10/13/2016	General Fund	Advertising	Lillie Suburban Newspaper Inc	Notices-Acct: 262	184.28
Advertising Total:						184.28
83402	10/13/2016	General Fund	Clothing	Aspen Mills Inc.	Uniform Supplies	537.15
83402	10/13/2016	General Fund	Clothing	Aspen Mills Inc.	Uniform Supplies	74.50
83326	10/05/2016	General Fund	Clothing	Aspen Mills Inc.	Uniform Supplies	52.95
83403	10/13/2016	General Fund	Clothing	Avenue Shirt Works	Shirts	50.00
83430	10/13/2016	General Fund	Clothing	Keeps Inc	Uniform Supplies	130.00
0	10/05/2016	General Fund	Clothing	MES, Inc.	Uniform Supplies	60.30
Clothing Total:						904.90
0	10/05/2016	General Fund	Conferences	Katy Coyle	Mileage Reimbursement	154.98
0	10/13/2016	General Fund	Conferences	Phil Weix	Mileage Reimbursement	152.28
Conferences Total:						307.26

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
83372	10/05/2016	General Fund	Contract Maint - Vehicles	Ramsey County	Fleet Support Fee	43.68
83468	10/13/2016	General Fund	Contract Maint - Vehicles	Roseville Chrysler Jeep Dodge	Vehicle Repair	179.95
Contract Maint - Vehicles Total:						223.63
0	10/05/2016	General Fund	Contract Maint. - City Hall	Adam's Pest Control Inc	Quarterly Service	106.00
83439	10/13/2016	General Fund	Contract Maint. - City Hall	McGough Facility Management, LI	Facility Management	1,190.00
83439	10/13/2016	General Fund	Contract Maint. - City Hall	McGough Facility Management, LI	Facility Management	650.00
83358	10/05/2016	General Fund	Contract Maint. - City Hall	McGough Facility Management, LI	Facilities Management	2,259.34
83469	10/13/2016	General Fund	Contract Maint. - City Hall	Sandstrom Land Management, LLC	MOWING, WEEDING, MULCHINC	1,000.00
83484	10/13/2016	General Fund	Contract Maint. - City Hall	Trugreen L.P.	Lawn Service	396.00
83394	10/05/2016	General Fund	Contract Maint. - City Hall	Twin City Garage Door Co.	Door Repair	1,188.75
Contract Maint. - City Hall Total:						6,790.09
0	10/05/2016	General Fund	Contract Maint. - City Garage	Adam's Pest Control Inc	Quarterly Service	106.00
83358	10/05/2016	General Fund	Contract Maint. - City Garage	McGough Facility Management, LI	Facilities Management	1,077.50
83394	10/05/2016	General Fund	Contract Maint. - City Garage	Twin City Garage Door Co.	Door Repair	310.00
Contract Maint. - City Garage Total:						1,493.50
0	10/05/2016	General Fund	Contract Maint. H.V.A.C.	Yale Mechanical, LLC	Summer Maintenance	1,446.25
Contract Maint. H.V.A.C. Total:						1,446.25
0	10/05/2016	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	10/13/2016	General Fund	Contract Maintenance	Ancom Communications, Inc.	Program & Optimize Radios	165.00
83405	10/13/2016	General Fund	Contract Maintenance	BCA-MNJIS Section	CJDN Access Fee	840.00
83420	10/13/2016	General Fund	Contract Maintenance	Goodpointe Technology, Inc. (c/o Z	Trails Survey	1,160.00
0	10/13/2016	General Fund	Contract Maintenance	Mister Car Wash	Vehicle Washes	6.30
83461	10/13/2016	General Fund	Contract Maintenance	Precision Landscape & Tree,Inc	QTY 1: 2016 DISEASED AND HAZ	1,738 0
83370	10/05/2016	General Fund	Contract Maintenance	Precision Landscape & Tree,Inc	QTY 1: 2016 DISEASED AND HAZ	4,597 0
83370	10/05/2016	General Fund	Contract Maintenance	Precision Landscape & Tree,Inc	QTY 1: 2016 DISEASED AND HAZ	1,302 0
83370	10/05/2016	General Fund	Contract Maintenance	Precision Landscape & Tree,Inc	QTY 1: 2016 DISEASED AND HAZ	495 0
83370	10/05/2016	General Fund	Contract Maintenance	Precision Landscape & Tree,Inc	QTY 1: 2016 DISEASED AND HAZ	455 0
83465	10/13/2016	General Fund	Contract Maintenance	Ramsey County	Fleet Support Fee	393.12
83396	10/05/2016	General Fund	Contract Maintenance	Verizon Wireless	Cell Phones	299.81

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Contract Maintenance Total:						11,451.23
83413	10/13/2016	General Fund	Contract Maintnenace	Embedded Systems, Inc.	Tornado Siren Repair	620.00
Contract Maintnenace Total:						620.00
83465	10/13/2016	General Fund	Dispatching Services	Ramsey County	911 Dispatch Services	29,114.96
83465	10/13/2016	General Fund	Dispatching Services	Ramsey County	911 Dispatch Services-CAD Services	5,589.07
Dispatching Services Total:						34,704.03
0	10/13/2016	General Fund	Employer Pension	Roseville Firefighter's Relief	Final State Aid Payment-2016	21,323.54
Employer Pension Total:						21,323.54
0	10/12/2016	General Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Federal Incc	32,648.50
0	10/12/2016	General Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 10001.10.2016 Federal Incc	56.66
Federal Income Tax Total:						32,705.16
0	10/12/2016	General Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 10001.10.2016 Medicare E	9 48
0	10/12/2016	General Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	4,033 61
0	10/12/2016	General Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	5,890.78
FICA Employee Ded. Total:						9,933.87
0	10/12/2016	General Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 10001.10.2016 Medicare E	9 48
0	10/12/2016	General Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	4,033 61
0	10/12/2016	General Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	5,890.78
FICA Employers Share Total:						9,933.87
83445	10/13/2016	General Fund	Financial Support	MN Child Support Payment Cntr	Remittance ID: 0015005038	354.43
Financial Support Total:						354.43
83427	10/13/2016	General Fund	HRA Employer	ING ReliaStar	PR Batch 00001.10.2016 HRA Empl	3,873.49
HRA Employer Total:						3,873.49

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
83462	10/13/2016	General Fund	HSA Employee	Premier Bank	PR Batch 00001.10.2016 HSA Empl	2,687.36
					HSA Employee Total:	2,687.36
83462	10/13/2016	General Fund	HSA Employer	Premier Bank	PR Batch 00001.10.2016 HSA Empl	7,220.74
					HSA Employer Total:	7,220.74
0	10/13/2016	General Fund	ICMA Def Comp	ICMA Retirement Trust 457-30022	PR Batch 00001.10.2016 ICMA Defe	1,875.06
					ICMA Def Comp Total:	1,875.06
83364	10/05/2016	General Fund	Memberships & Subscriptions	NPERLA	Membership Dues	200.00
					Memberships & Subscriptions Total:	200.00
83380	10/05/2016	General Fund	Miscellaneous	Molli Slade	Imagine Roseville Supplies Reimburs	21.32
83382	10/05/2016	General Fund	Miscellaneous	Marquita Stephens	Race, Policing Event Facilitation	1,000.00
0	10/05/2016	General Fund	Miscellaneous	Patrick Trudgeon	Imagine Roseville Supplies Reimburs	94.73
					Miscellaneous Total:	1,116.05
0	10/12/2016	General Fund	MN State Retirement	MSRS-Non Bank	PR Batch 00001.10.2016 Post Emplo	2,835.00
					MN State Retirement Total:	2,835.00
0	10/12/2016	General Fund	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.10.2016 MNDCP De	6,989.00
					MNDCP Def Comp Total:	6,989.00
0	10/05/2016	General Fund	Motor Fuel	MN Dept of Revenue-Non Bank	Fule Tax	268.76
					Motor Fuel Total:	268.76
0	10/05/2016	General Fund	Office Supplies	Greenhaven Printing	Business Cards	39.00
0	10/13/2016	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	61.68
0	10/13/2016	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	277.72
0	10/13/2016	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	137.52
0	10/13/2016	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	18.32
0	10/13/2016	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	34.75
0	10/05/2016	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	22.23

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	10/05/2016	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	326.07
0	10/05/2016	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	253.16
Office Supplies Total:						1,170.45
83417	10/13/2016	General Fund	Op Supplies - City Hall	G & K Services	Mats	46.72
83392	10/05/2016	General Fund	Op Supplies - City Hall	Trio Supply Company	Restroom Supplies	521.00
Op Supplies - City Hall Total:						567.72
0	10/05/2016	General Fund	Operating Supplies	ARAMARK Services	Coffee Supplies	455.68
83334	10/05/2016	General Fund	Operating Supplies	Cintas Corporation #470	Uniform Cleaning	24.94
83334	10/05/2016	General Fund	Operating Supplies	Cintas Corporation #470	Uniform Cleaning	24.94
83334	10/05/2016	General Fund	Operating Supplies	Cintas Corporation #470	Uniform Cleaning	24.94
83410	10/13/2016	General Fund	Operating Supplies	Commercial Asphalt Co	Dura Drive	825.24
0	10/13/2016	General Fund	Operating Supplies	General Industrial Supply Co.	Wheelbarrow	105.00
0	10/05/2016	General Fund	Operating Supplies	General Industrial Supply Co.	Shovels	131.94
0	10/13/2016	General Fund	Operating Supplies	Greenhaven Printing	Envelopes	240.00
0	10/05/2016	General Fund	Operating Supplies	Innovative Office Solutions	Office Supplies	19.84
83428	10/13/2016	General Fund	Operating Supplies	Interstate All Battery Center	Batteries	209.90
0	10/13/2016	General Fund	Operating Supplies	Murphys Service Center Inc	L.P. Gas	13.05
83362	10/05/2016	General Fund	Operating Supplies	Newman Traffic Signs, Inc.	Traffic Signs	631.27
83362	10/05/2016	General Fund	Operating Supplies	Newman Traffic Signs, Inc.	Traffic Signs	430.44
0	10/13/2016	General Fund	Operating Supplies	Rick Person	Supplies Reimbursement	13.34
83456	10/13/2016	General Fund	Operating Supplies	Petco Animal Supplies, Inc.	K9 Supplies	58.11
83456	10/13/2016	General Fund	Operating Supplies	Petco Animal Supplies, Inc.	K9 Supplies	64.09
83369	10/05/2016	General Fund	Operating Supplies	Precise MRM, LLC	Pooled Data, Monthly Software	361.54
83371	10/05/2016	General Fund	Operating Supplies	Q3 Contracting, Inc.	Signs, Cones, Barr	330.20
83374	10/05/2016	General Fund	Operating Supplies	RCM Specialties, Inc.	Emulsion	260.00
0	10/05/2016	General Fund	Operating Supplies	T. A. Schifsky & Sons, Inc.	Asphalt	105.47
Operating Supplies Total:						4,329.93
83417	10/13/2016	General Fund	Operating Supplies City Garage	G & K Services	Mats	66.80
83417	10/13/2016	General Fund	Operating Supplies City Garage	G & K Services	Mats	86.88
83392	10/05/2016	General Fund	Operating Supplies City Garage	Trio Supply Company	Restroom Supplies	131.02
83397	10/05/2016	General Fund	Operating Supplies City Garage	Viking Electric Supply, Inc.	Electrical Supplies	30.30
Operating Supplies City Garage Total:						315.00
0	10/12/2016	General Fund	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	26,260.08
0	10/12/2016	General Fund	PERA Employee Ded	PERA-Non Bank	PR Batch 10001.10.2016 Pera Emplo	70.61

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
PERA Employee Ded Total:						26,330.69
0	10/12/2016	General Fund	PERA Employer Share	PERA-Non Bank	PR Batch 10001.10.2016 Pera Emplo	105.91
0	10/12/2016	General Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	36,507.41
0	10/12/2016	General Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera additio	887.06
PERA Employer Share Total:						37,500.38
0	10/13/2016	General Fund	Professional Services	Erickson, Bell, Beckman & Quinn I	General Civil Matters	15,836.00
83420	10/13/2016	General Fund	Professional Services	Goodpointe Technology, Inc. (c/o Z	Trails Survey	1,370.00
83424	10/13/2016	General Fund	Professional Services	Hillcrest Animal Hospital	Impound Charges	285.00
83434	10/13/2016	General Fund	Professional Services	LexisNexis Risk Solutions	Committment Balance	50.00
83441	10/13/2016	General Fund	Professional Services	Metropolitan Courier Corp.	Courier Service	718.00
0	10/13/2016	General Fund	Professional Services	Mister Car Wash	Vehicle Washes	62.39
83450	10/13/2016	General Fund	Professional Services	MN Pollution Control Agency	Hazardous Waste Fees	261.58
83454	10/13/2016	General Fund	Professional Services	Oertel Architects	Public Works Study	3,000.00
83454	10/13/2016	General Fund	Professional Services	Oertel Architects	ADA Assessments	2,008.64
83455	10/13/2016	General Fund	Professional Services	Peak Staffing, Inc.	Temporary Employment	1,035.00
83366	10/05/2016	General Fund	Professional Services	Peak Staffing, Inc.	Temporary Employment	832.50
83478	10/13/2016	General Fund	Professional Services	Sheila Stowell	Ethics Commssion Meeting Minutes	87.50
83478	10/13/2016	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	4.70
83481	10/13/2016	General Fund	Professional Services	Tech Dump	E-Waste Disposal	346.75
83390	10/05/2016	General Fund	Professional Services	Time Saver Off Site Secretarial, Inc	CEC Meeting Minutes	270.15
83390	10/05/2016	General Fund	Professional Services	Time Saver Off Site Secretarial, Inc	City Council Meeting Minutes	674.50
83390	10/05/2016	General Fund	Professional Services	Time Saver Off Site Secretarial, Inc	City Council Meeting Minutes	169.50
83390	10/05/2016	General Fund	Professional Services	Time Saver Off Site Secretarial, Inc	Human Rights Commission Meeting	136.00
83483	10/13/2016	General Fund	Professional Services	TransUnion Risk and Alternative	People Searches-Acct: 212095	30.00
Professional Services Total:						27,178.21
0	10/12/2016	General Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 10001.10.2016 State Incom	26.57
0	10/12/2016	General Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.10.2016 State Incom	12,729.02
State Income Tax Total:						12,755.59
83488	10/13/2016	General Fund	Telephone	Verizon Wireless	Cell Phones	35.01
83488	10/13/2016	General Fund	Telephone	Verizon Wireless	Cell Phones	70.69
83488	10/13/2016	General Fund	Telephone	Verizon Wireless	Cell Phones	542.31
83488	10/13/2016	General Fund	Telephone	Verizon Wireless	Cell Phones	979.71

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Telephone Total:						1,627.72
0	10/13/2016	General Fund	Training	Amy Cuddihy	BCA Conference Expenses Reimburs	117.86
83342	10/05/2016	General Fund	Training	GPRS	Payroll Review Seminar	50.00
83354	10/05/2016	General Fund	Training	MAMA Local 49 hmc Committee	Training	100.00
83444	10/13/2016	General Fund	Training	MN Chiefs of Police Association	Leadership Development-Jorgensen	90.00
83446	10/13/2016	General Fund	Training	Mn CIT Officers Association	Patrol Training	1,250.00
83459	10/13/2016	General Fund	Training	PLEAA	Fall Training Session-Roberto, Griffir	80.00
0	10/13/2016	General Fund	Training	Emily Thorson	Conference Expenses Reimbursement	34.50
Training Total:						1,722.36
0	10/13/2016	General Fund	Union Dues Deduction	LELS	PR Batch 00001.10.2016 Lels Union	1,813.00
83436	10/13/2016	General Fund	Union Dues Deduction	Local Union 49	PR Batch 00001.10.2016 IOUE Union	94.46
0	10/13/2016	General Fund	Union Dues Deduction	MN Teamsters #320	PR Batch 00001.10.2016 Local 320 U	479.00
0	10/13/2016	General Fund	Union Dues Deduction	Roseville Firefighters Local 5051	PR Batch 00001.10.2016 IAFF Union	585.00
Union Dues Deduction Total:						2,971.46
0	10/13/2016	General Fund	Utilities	Xcel Energy	New Fire Station	1,964.67
0	10/13/2016	General Fund	Utilities	Xcel Energy	Street Lights	52.53
0	10/13/2016	General Fund	Utilities	Xcel Energy	Street Lights	46.88
Utilities Total:						2,064.08
0	10/13/2016	General Fund	Utilities - City Garage	Xcel Energy	Garage/PW Building	2,347.97
Utilities - City Garage Total:						2,347.97
0	10/13/2016	General Fund	Utilities - City Hall	Xcel Energy	City Hall Building	6,073.38
Utilities - City Hall Total:						6,073.38
0	10/13/2016	General Fund	Vehicle Supplies & Maintenance	Factory Motor Parts, Co.	2016 BLANKET PO FOR VEHICLE	571.77
0	10/05/2016	General Fund	Vehicle Supplies & Maintenance	Factory Motor Parts, Co.	2016 BLANKET PO FOR VEHICLE	174.68
0	10/05/2016	General Fund	Vehicle Supplies & Maintenance	Factory Motor Parts, Co.	2016 BLANKET PO FOR VEHICLE	228.69
0	10/05/2016	General Fund	Vehicle Supplies & Maintenance	Factory Motor Parts, Co.	2016 BLANKET PO FOR VEHICLE	4.32
0	10/05/2016	General Fund	Vehicle Supplies & Maintenance	Factory Motor Parts, Co.	2016 BLANKET PO FOR VEHICLE	87.56
0	10/05/2016	General Fund	Vehicle Supplies & Maintenance	Fastenal Company Inc.	Supplies	390.47
0	10/05/2016	General Fund	Vehicle Supplies & Maintenance	FleetPride Truck & Trailer Parts	2016 BLANKET PO FOR VEHICLE	49.94
0	10/05/2016	General Fund	Vehicle Supplies & Maintenance	FleetPride Truck & Trailer Parts	2016 BLANKET PO FOR VEHICLE	36.35

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	10/05/2016	General Fund	Vehicle Supplies & Maintenance	FleetPride Truck & Trailer Parts	2016 BLANKET PO FOR VEHICLE	52.53
0	10/13/2016	General Fund	Vehicle Supplies & Maintenance	Grainger Inc	Air Compressor Pump	795.52
0	10/05/2016	General Fund	Vehicle Supplies & Maintenance	Grainger Inc	Bandages	28.99
83353	10/05/2016	General Fund	Vehicle Supplies & Maintenance	Lenco Armored Vehicles	Lubricant	125.46
83357	10/05/2016	General Fund	Vehicle Supplies & Maintenance	Matheson Tri-Gas, Inc	Acetylene	107.70
0	10/05/2016	General Fund	Vehicle Supplies & Maintenance	Midway Ford Co	Vehicle Supplies	320.22
0	10/05/2016	General Fund	Vehicle Supplies & Maintenance	Midway Ford Co	Vehicle Supplies	5.32
0	10/05/2016	General Fund	Vehicle Supplies & Maintenance	MTI Distributing, Inc.	Bushings, Bearings	47.07
0	10/05/2016	General Fund	Vehicle Supplies & Maintenance	Napa Auto Parts	2016 BLANKET PO FOR VEHICLE	3.99
0	10/05/2016	General Fund	Vehicle Supplies & Maintenance	Napa Auto Parts	2016 BLANKET PO FOR VEHICLE	60.98
0	10/05/2016	General Fund	Vehicle Supplies & Maintenance	Napa Auto Parts	2016 BLANKET PO FOR VEHICLE	28.72
83363	10/05/2016	General Fund	Vehicle Supplies & Maintenance	Norm's Tire Sales, Inc.	Road Force Balance	60.00
83365	10/05/2016	General Fund	Vehicle Supplies & Maintenance	OSI Environmental Inc	Filters, Absorbent	235.00
83375	10/05/2016	General Fund	Vehicle Supplies & Maintenance	Regions Hospital	Pharmacy Stock, Procurement Report	781.63
83468	10/13/2016	General Fund	Vehicle Supplies & Maintenance	Roseville Chrysler Jeep Dodge	Vehicle Repair	183.37
0	10/05/2016	General Fund	Vehicle Supplies & Maintenance	Safety Kleen Systems, Inc.	Washer Parts, Solvent	326.25
83479	10/13/2016	General Fund	Vehicle Supplies & Maintenance	Suburban Tire Wholesale, Inc.	2016 BLANKET PO FOR VEHICLE	744.64
83479	10/13/2016	General Fund	Vehicle Supplies & Maintenance	Suburban Tire Wholesale, Inc.	2016 BLANKET PO FOR VEHICLE	744.64
83479	10/13/2016	General Fund	Vehicle Supplies & Maintenance	Suburban Tire Wholesale, Inc.	2016 BLANKET PO FOR VEHICLE	5 7.54
83479	10/13/2016	General Fund	Vehicle Supplies & Maintenance	Suburban Tire Wholesale, Inc.	2016 BLANKET PO FOR VEHICLE	531.78
83384	10/05/2016	General Fund	Vehicle Supplies & Maintenance	Suburban Tire Wholesale, Inc.	2016 BLANKET PO FOR VEHICLE	225.00
83384	10/05/2016	General Fund	Vehicle Supplies & Maintenance	Suburban Tire Wholesale, Inc.	2016 BLANKET PO FOR VEHICLE	258.77
83391	10/05/2016	General Fund	Vehicle Supplies & Maintenance	Titan Machinery		204.14
Vehicle Supplies & Maintenance Total:						6,453.76
0	10/05/2016	General Fund	Work Session Expenses	Innovative Office Solutions	Office Supplies	16.53
Work Session Expenses Total:						16.53
Fund Total:						297,450.71
0	10/13/2016	General Fund Donations	Explorers - Supplies	Crystal Jones	Conference Registration Fees Reimbu	435.00
Explorers - Supplies Total:						435.00
Fund Total:						435.00
0	10/05/2016	GO Bonds #27 (2003)	Bond Interest Payment	Depository Trust Agency- Non Ban	Debt Service Interest Payment	24,200.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Bond Interest Payment Total:	24,200.00
					Fund Total:	24,200.00
0	10/05/2016	GO Equipment Certif (2008A)	Bond Interest Payment	Depository Trust Agency- Non Ban	Debt Service Interest Payment	11,123.75
					Bond Interest Payment Total:	11,123.75
					Fund Total:	11,123.75
0	10/05/2016	Golf Course	Contract Maintenance	Prowire, Inc.	Security System Service	153.00
					Contract Maintenance Total:	153.00
0	10/05/2016	Golf Course	Credit Card Fees	US Bank-Non Bank	Terminal Charges	797.50
					Credit Card Fees Total:	797.50
0	10/12/2016	Golf Course	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Federal Incc	674.19
					Federal Income Tax Total:	674.19
0	10/12/2016	Golf Course	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	443.07
0	10/12/2016	Golf Course	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	103.62
					FICA Employee Ded. Total:	546.69
0	10/12/2016	Golf Course	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	443.07
0	10/12/2016	Golf Course	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	103.62
					FICA Employers Share Total:	546.69
83427	10/13/2016	Golf Course	HRA Employer	ING ReliaStar	PR Batch 00001.10.2016 HRA Empl	70.00
					HRA Employer Total:	70.00
83462	10/13/2016	Golf Course	HSA Employer	Premier Bank	PR Batch 00001.10.2016 HSA Emplo	200.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					HSA Employer Total:	200.00
0	10/12/2016	Golf Course	MN State Retirement	MSRS-Non Bank	PR Batch 00001.10.2016 Post Emplo	52.15
					MN State Retirement Total:	52.15
0	10/12/2016	Golf Course	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.10.2016 MNDCP De	50.00
					MNDCP Def Comp Total:	50.00
0	10/12/2016	Golf Course	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	338.96
					PERA Employee Ded Total:	338.96
0	10/12/2016	Golf Course	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera additio	52.15
0	10/12/2016	Golf Course	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	338.96
					PERA Employer Share Total:	391.11
83335	10/05/2016	Golf Course	Rental	Club Car, LLC	Leased Golf Carts	1,154.25
					Rental Total:	1,154.25
0	10/12/2016	Golf Course	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.10.2016 State Incom	317.31
					State Income Tax Total:	317.31
0	10/05/2016	Golf Course	State Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	3,051.67
					State Sales Tax Payable Total:	3,051.67
0	10/05/2016	Golf Course	Use Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	86.52
					Use Tax Payable Total:	86.52
					Fund Total:	8,430.04
0	10/12/2016	Housing & Redevelopment Agency	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	1.74

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	10/12/2016	Housing & Redevelopment Agency	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	7.44
FICA Employee Ded. Total:						9.18
0	10/12/2016	Housing & Redevelopment Agency	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	1.74
0	10/12/2016	Housing & Redevelopment Agency	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	7.44
FICA Employers Share Total:						9.18
83404	10/13/2016	Housing & Redevelopment Agency	Payment to Owners	Talayah Bayne	Energy Audit Reimbursement	60.00
83407	10/13/2016	Housing & Redevelopment Agency	Payment to Owners	Christopher Buckley	Energy Audit Reimbursement	60.00
83408	10/13/2016	Housing & Redevelopment Agency	Payment to Owners	Janice Rae Carlson	Energy Audit Reimbursement	60.00
83411	10/13/2016	Housing & Redevelopment Agency	Payment to Owners	Kay Daeger	Energy Audit Reimbursement	60.00
83414	10/13/2016	Housing & Redevelopment Agency	Payment to Owners	Paul Finney	Energy Audit Reimbursement	60.00
83416	10/13/2016	Housing & Redevelopment Agency	Payment to Owners	Gregory Flint II	Energy Audit Reimbursement	60.00
83418	10/13/2016	Housing & Redevelopment Agency	Payment to Owners	Azela Giese	Energy Audit Reimbursement	60.00
83419	10/13/2016	Housing & Redevelopment Agency	Payment to Owners	Andrew Gilbertson	Energy Audit Reimbursement	60.00
83422	10/13/2016	Housing & Redevelopment Agency	Payment to Owners	Maggie Hallaway	Energy Audit Reimbursement	60.00
83423	10/13/2016	Housing & Redevelopment Agency	Payment to Owners	Susan Hankerson	Energy Audit Reimbursement	60.00
83466	10/13/2016	Housing & Redevelopment Agency	Payment to Owners	Daniel Reese	Energy Audit Reimbursement	60.00
83470	10/13/2016	Housing & Redevelopment Agency	Payment to Owners	Mallori Schneider	Energy Audit Reimbursement	60.00
83474	10/13/2016	Housing & Redevelopment Agency	Payment to Owners	Zoran Skoric	Energy Audit Reimbursement	60.00
83477	10/13/2016	Housing & Redevelopment Agency	Payment to Owners	Frederick Stevens Jr.	Energy Audit Reimbursement	60.00
83487	10/13/2016	Housing & Redevelopment Agency	Payment to Owners	Hans Verbeten	Energy Audit Reimbursement	60.00
83489	10/13/2016	Housing & Redevelopment Agency	Payment to Owners	Michael Vukich	Energy Audit Reimbursement	60.00
83492	10/13/2016	Housing & Redevelopment Agency	Payment to Owners	Lily Williamson	Energy Audit Reimbursement	60.00
Payment to Owners Total:						1,020.00
0	10/12/2016	Housing & Redevelopment Agency	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	7.80
PERA Employee Ded Total:						7.80
0	10/12/2016	Housing & Redevelopment Agency	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera additio	1.20
0	10/12/2016	Housing & Redevelopment Agency	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	7.80
PERA Employer Share Total:						9.00
Fund Total:						1,055.16
83437	10/13/2016	Information Technology	Computer Equipment	Marco Technologies, LLC	Dome Camera, Communications Tele	475.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Computer Equipment Total:						475.00
83437	10/13/2016	Information Technology	Contract Maintenance	Marco Technologies, LLC	Device Channel License	1,111.68
83355	10/05/2016	Information Technology	Contract Maintenance	Marco Technologies, LLC	Device Channel License	555.84
Contract Maintenance Total:						1,667.52
0	10/12/2016	Information Technology	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Federal Incc	4,965.50
Federal Income Tax Total:						4,965.50
83494	10/13/2016	Information Technology	Fiber Maintenance & Locates	Zayo Group LLC	Fiber Maintenance-Acct: 011277	2,750.81
Fiber Maintenance & Locates Total:						2,750.81
0	10/12/2016	Information Technology	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	2,769.68
0	10/12/2016	Information Technology	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	647.72
FICA Employee Ded. Total:						3,417.40
0	10/12/2016	Information Technology	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	2,769.68
0	10/12/2016	Information Technology	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	647.72
FICA Employers Share Total:						3,417.40
83427	10/13/2016	Information Technology	HRA Employer	ING ReliaStar	PR Batch 00001.10.2016 HRA Empl	698.00
HRA Employer Total:						698.00
83462	10/13/2016	Information Technology	HSA Employee	Premier Bank	PR Batch 00001.10.2016 HSA Empl	455.84
HSA Employee Total:						455.84
83462	10/13/2016	Information Technology	HSA Employer	Premier Bank	PR Batch 00001.10.2016 HSA Emplo	1,118.75
HSA Employer Total:						1,118.75
0	10/13/2016	Information Technology	ICMA Def Comp	ICMA Retirement Trust 457-30022	PR Batch 00001.10.2016 ICMA Defe	225.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
ICMA Def Comp Total:						225.00
83401	10/13/2016	Information Technology	Internet	Anoka County Treasury	Broadband-Nov	75.00
0	10/13/2016	Information Technology	Internet	Cologix, Inc	Fiber Cross Connect	750.00
83409	10/13/2016	Information Technology	Internet	Comcast	Business Services	92.08
83426	10/13/2016	Information Technology	Internet	Hurricane Electric	Transit Service Monthly Fee	500.00
83433	10/13/2016	Information Technology	Internet	Level 3 Communications	IP & Data Service	1,183.17
Internet Total:						2,600.25
0	10/12/2016	Information Technology	MN State Retirement	MSRS-Non Bank	PR Batch 00001.10.2016 Post Emplo	452.18
MN State Retirement Total:						452.18
83476	10/13/2016	Information Technology	Office Supplies	Staples Business Advantage, Inc.	Office Supplies	21.77
83476	10/13/2016	Information Technology	Office Supplies	Staples Business Advantage, Inc.	Office Supplies	34.10
Office Supplies Total:						55.87
0	10/12/2016	Information Technology	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	2,939.00
PERA Employee Ded Total:						2,939.00
0	10/12/2016	Information Technology	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera additio	452.18
0	10/12/2016	Information Technology	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	2,939.00
PERA Employer Share Total:						3,391.18
0	10/12/2016	Information Technology	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.10.2016 State Incom	1,850.22
State Income Tax Total:						1,850.22
83488	10/13/2016	Information Technology	Telephone	Verizon Wireless	Cell Phones	561.24
Telephone Total:						561.24
Fund Total:						31,041.16
0	10/12/2016	License Center	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Federal Incc	3,505.94

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Federal Income Tax Total:						3,505.94
0	10/12/2016	License Center	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	2,184.84
0	10/12/2016	License Center	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	510.98
FICA Employee Ded. Total:						2,695.82
0	10/12/2016	License Center	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	2,184.84
0	10/12/2016	License Center	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	510.98
FICA Employers Share Total:						2,695.82
83427	10/13/2016	License Center	HRA Employer	ING ReliaStar	PR Batch 00001.10.2016 HRA Empl	630.00
HRA Employer Total:						630.00
83462	10/13/2016	License Center	HSA Employee	Premier Bank	PR Batch 00001.10.2016 HSA Empl	213.06
HSA Employee Total:						213.06
83462	10/13/2016	License Center	HSA Employer	Premier Bank	PR Batch 00001.10.2016 HSA Empl	670.00
HSA Employer Total:						670.00
0	10/12/2016	License Center	MN State Retirement	MSRS-Non Bank	PR Batch 00001.10.2016 Post Empl	357.38
MN State Retirement Total:						357.38
0	10/12/2016	License Center	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.10.2016 MNDCP De	389.58
0	10/12/2016	License Center	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.10.2016 MNDCP De	350.00
MNDCP Def Comp Total:						739.58
0	10/13/2016	License Center	Office Supplies	Innovative Office Solutions	Office Supplies	99.62
0	10/05/2016	License Center	Office Supplies	Innovative Office Solutions	Office Supplies	64.68
Office Supplies Total:						164.30
0	10/12/2016	License Center	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.10.2016 Pera Empl	2,179.49

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
PERA Employee Ded Total:						2,179.49
0	10/12/2016	License Center	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera additio	335.30
0	10/12/2016	License Center	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	2,179.49
PERA Employer Share Total:						2,514.79
83439	10/13/2016	License Center	Professional Services	McGough Facility Management, LI	Facility Management	177.84
83358	10/05/2016	License Center	Professional Services	McGough Facility Management, LI	Facilities Management	359.16
0	10/13/2016	License Center	Professional Services	Quicksilver Express Courier	Courier Service	205.02
Professional Services Total:						742.02
0	10/13/2016	License Center	Rental	Gaughan Properties	License Cent Rent-Nov 2016	5,315.93
Rental Total:						5,315.93
0	10/05/2016	License Center	Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	767.60
Sales Tax Payable Total:						767.60
0	10/12/2016	License Center	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.10.2016 State Incom	1,488.20
State Income Tax Total:						1,488.20
0	10/13/2016	License Center	Utilities	Xcel Energy	License Center	611.54
Utilities Total:						611.54
Fund Total:						25,291.47
0	10/05/2016	Municipal Jazz Band	Professional Services	Glen Newton	Big Band Director	250.00
Professional Services Total:						250.00
Fund Total:						250.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
83327	10/05/2016	P & R Contract Maintenance	Clothing	Avenue Shirt Works	Embroidery	19.38
83327	10/05/2016	P & R Contract Maintenance	Clothing	Avenue Shirt Works	T-Shirts	56.49
Clothing Total:						75.87
0	10/12/2016	P & R Contract Maintenance	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Federal Incc	2,240.53
Federal Income Tax Total:						2,240.53
0	10/12/2016	P & R Contract Maintenance	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 10001.10.2016 FICA Empl	22.58
0	10/12/2016	P & R Contract Maintenance	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 10001.10.2016 Medicare E	5 28
0	10/12/2016	P & R Contract Maintenance	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	279 54
0	10/12/2016	P & R Contract Maintenance	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	1,195.20
FICA Employee Ded. Total:						1,502.60
0	10/12/2016	P & R Contract Maintenance	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 10001.10.2016 Medicare E	5 28
0	10/12/2016	P & R Contract Maintenance	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	1,195.20
0	10/12/2016	P & R Contract Maintenance	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 10001.10.2016 FICA Empl	22.58
0	10/12/2016	P & R Contract Maintenance	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	279 54
FICA Employers Share Total:						1,502.60
83427	10/13/2016	P & R Contract Maintenance	HRA Employer	ING ReliaStar	PR Batch 00001.10.2016 HRA Empl	370.00
HRA Employer Total:						370.00
83462	10/13/2016	P & R Contract Maintenance	HSA Employee	Premier Bank	PR Batch 00001.10.2016 HSA Empl	384.62
HSA Employee Total:						384.62
83462	10/13/2016	P & R Contract Maintenance	HSA Employer	Premier Bank	PR Batch 00001.10.2016 HSA Empl	1,152.50
HSA Employer Total:						1,152.50
0	10/12/2016	P & R Contract Maintenance	MN State Retirement	MSRS-Non Bank	PR Batch 00001.10.2016 Post Emplo	185 74
MN State Retirement Total:						185.74
0	10/12/2016	P & R Contract Maintenance	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.10.2016 MNDCP De	175.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
MNDP Def Comp Total:						175.00
83442	10/13/2016	P & R Contract Maintenance	Operating Supplies	MIDC Enterprises	Adapters, Couplings	245.08
83472	10/13/2016	P & R Contract Maintenance	Operating Supplies	Sherwin Williams Co.	Paint Supplies	189.70
Operating Supplies Total:						434.78
0	10/12/2016	P & R Contract Maintenance	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	1,244.75
PERA Employee Ded Total:						1,244.75
0	10/12/2016	P & R Contract Maintenance	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	1,244.75
0	10/12/2016	P & R Contract Maintenance	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera additio	191.48
PERA Employer Share Total:						1,436.23
0	10/12/2016	P & R Contract Maintenance	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.10.2016 State Incom	878.67
State Income Tax Total:						878.67
83488	10/13/2016	P & R Contract Maintenance	Telephone	Verizon Wireless	Cell Phones	35.01
83488	10/13/2016	P & R Contract Maintenance	Telephone	Verizon Wireless	Cell Phones	350.20
Telephone Total:						385.21
83447	10/13/2016	P & R Contract Maintenance	Unemployment Insurance	Mn Dept of Employment & Econ D	Unemployment Benefits-Acct: 07972	424.00
Unemployment Insurance Total:						424.00
83436	10/13/2016	P & R Contract Maintenance	Union Dues Deduction	Local Union 49	PR Batch 00001.10.2016 IOUE Unioi	272.00
Union Dues Deduction Total:						272.00
0	10/13/2016	P & R Contract Maintenance	Utilities	Xcel Energy	P&R	1,272.20
Utilities Total:						1,272.20

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Fund Total:						13,937.30
83399	10/13/2016	Park Renewal 2011	Contractor Payments	Bituminous Roadways Inc	Park Pathways Improvement	4,280.70
83399	10/13/2016	Park Renewal 2011	Contractor Payments	Bituminous Roadways Inc	Park Pathways Improvement	12,035.54
83399	10/13/2016	Park Renewal 2011	Contractor Payments	Bituminous Roadways Inc	Park Pathways Improvement	-7,666.50
83399	10/13/2016	Park Renewal 2011	Contractor Payments	Bituminous Roadways Inc	Park Pathways Improvement	17,005.00
83399	10/13/2016	Park Renewal 2011	Contractor Payments	Bituminous Roadways Inc	Park Pathways Improvement	10,925.00
83399	10/13/2016	Park Renewal 2011	Contractor Payments	Bituminous Roadways Inc	Park Pathways Improvement	5,664.38
0	10/13/2016	Park Renewal 2011	Contractor Payments	Bituminous Roadways Inc	Tennis Court Improvements	11,495.00
0	10/13/2016	Park Renewal 2011	Contractor Payments	Bituminous Roadways Inc	Tennis Court Improvements	3,966.25
83432	10/13/2016	Park Renewal 2011	Contractor Payments	Landscape Structures Inc.	Playground Supplies	75,000.00
Contractor Payments Total:						132,705.37
83443	10/13/2016	Park Renewal 2011	Other Improvements	Minnesota Native Landscapes Inc.	Garden Supplies	1,470.00
Other Improvements Total:						1,470.00
0	10/13/2016	Park Renewal 2011	Professional Services	LHB Inc	Documentation-Construction & Desig	780.00
Professional Services Total:						780.00
Fund Total:						134,955.37
0	10/05/2016	Pathway Maintenance Fund	Contract Maintenance	Bituminous Roadways Inc	QTY 1: BDALE CLUB AND VICTO	39,534.00
Contract Maintenance Total:						39,534.00
83340	10/05/2016	Pathway Maintenance Fund	Operating Supplies	Fra-Dor Inc.	Black Dirt	465.50
83341	10/05/2016	Pathway Maintenance Fund	Operating Supplies	Gary Carlson Equipment, Corp.	Motor Mixer	126.00
83341	10/05/2016	Pathway Maintenance Fund	Operating Supplies	Gary Carlson Equipment, Corp.	Track Loader	320.00
83420	10/13/2016	Pathway Maintenance Fund	Operating Supplies	Goodpointe Technology, Inc. (c/o Z	Trails Survey	1,380.00
83359	10/05/2016	Pathway Maintenance Fund	Operating Supplies	Midstate Reclamation, Inc.	Bituminous Pavement Mill	2,771.25
83359	10/05/2016	Pathway Maintenance Fund	Operating Supplies	Midstate Reclamation, Inc.	Bituminous Pavement Mill	2,300.00
83371	10/05/2016	Pathway Maintenance Fund	Operating Supplies	Q3 Contracting, Inc.	Signs, Cones, Barr	105.80
Operating Supplies Total:						7,468.55

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Fund Total:						47,002.55
0	10/13/2016	Police - DWI Enforcement	Professional Services	Erickson, Bell, Beckman & Quinn I	Squad DVD Copying	2,083.33
0	10/13/2016	Police - DWI Enforcement	Professional Services	Erickson, Bell, Beckman & Quinn I	Vehicle Forfeiture	682.50
Professional Services Total:						2,765.83
Fund Total:						2,765.83
0	10/13/2016	Police Forfeiture Fund	Professional Services	Jason Gehrman	Supplies Reimbursement	20.70
83460	10/13/2016	Police Forfeiture Fund	Professional Services		Acohol Compliance Checker	71.50
83480	10/13/2016	Police Forfeiture Fund	Professional Services		Tobacco Compliance Checker	52.00
83488	10/13/2016	Police Forfeiture Fund	Professional Services	Verizon Wireless	Cell Phones	70.02
83491	10/13/2016	Police Forfeiture Fund	Professional Services		Alcohol Compliance Checker	71.50
Professional Services Total:						285.72
Fund Total:						285.72
83452	10/13/2016	Police Vehicle Revolving	Capital Outlay	Motorola Solutions, Inc.	CIP Equipment	10,785.75
0	10/13/2016	Police Vehicle Revolving	Capital Outlay	Streicher's	Swat Vests	4,652.00
Capital Outlay Total:						15,437.75
Fund Total:						15,437.75
83393	10/05/2016	Public Works Vehicle Revolving	Operating Supplies	Twin Cities Transport & Recove	Towing Service	348.53
Operating Supplies Total:						348.53
Fund Total:						348.53
83379	10/05/2016	Recreation Donations	Operating Supplies	Sherwin Williams Co.	Paint Supplies-Customer #: 6741-895	86.79
83379	10/05/2016	Recreation Donations	Operating Supplies	Sherwin Williams Co.	Paint Supplies-Customer #: 1023-852	2,054.17

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Operating Supplies Total:	2,140.96
83415	10/13/2016	Recreation Donations	Other Improvements	Flagship Recreation	Bench	1,635.00
					Other Improvements Total:	1,635.00
					Fund Total:	3,775.96
83339	10/05/2016	Recreation Fund	Building Rental	Jessica Felton	Deposit Return	400.00
					Building Rental Total:	400.00
0	10/05/2016	Recreation Fund	Contract Maintenance	Rink Systems Inc	Hinges	590.79
83385	10/05/2016	Recreation Fund	Contract Maintenance	Summit Companies	Suppression System Inspection	140.00
					Contract Maintenance Total:	730.79
0	10/05/2016	Recreation Fund	Credit Card Fees	US Bank-Non Bank	Terminal Charges	153.27
					Credit Card Fees Total:	153.27
0	10/12/2016	Recreation Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Federal Incc	4,881.44
					Federal Income Tax Total:	4,881.44
83431	10/13/2016	Recreation Fund	Fee Program Revenue	Knights of Columbus	Key Deposit, Permit Charges Refund	100.00
83431	10/13/2016	Recreation Fund	Fee Program Revenue	Knights of Columbus	Key Deposit, Permit Charges Refund	75.00
					Fee Program Revenue Total:	175.00
0	10/12/2016	Recreation Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	3,426.91
0	10/12/2016	Recreation Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	801.48
					FICA Employee Ded. Total:	4,228.39
0	10/12/2016	Recreation Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	3,426.91
0	10/12/2016	Recreation Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	801.48

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					FICA Employers Share Total:	4,228.39
83427	10/13/2016	Recreation Fund	HRA Employer	ING ReliaStar	PR Batch 00001.10.2016 HRA Emplc	1,378.00
					HRA Employer Total:	1,378.00
83462	10/13/2016	Recreation Fund	HSA Employee	Premier Bank	PR Batch 00001.10.2016 HSA Emplc	200.39
					HSA Employee Total:	200.39
83462	10/13/2016	Recreation Fund	HSA Employer	Premier Bank	PR Batch 00001.10.2016 HSA Emplo	895.00
					HSA Employer Total:	895.00
0	10/13/2016	Recreation Fund	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00001.10.2016 ICMA Defe	550.00
					ICMA Def Comp Total:	550.00
0	10/12/2016	Recreation Fund	MN State Retirement	MSRS-Non Bank	PR Batch 00001.10.2016 Post Emplo	418.19
					MN State Retirement Total:	418.19
0	10/12/2016	Recreation Fund	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.10.2016 MNDCP De	1,308.41
					MNDCP Def Comp Total:	1,308.41
0	10/13/2016	Recreation Fund	Office Supplies	Greenhaven Printing	Business Cards	58.00
					Office Supplies Total:	58.00
83343	10/05/2016	Recreation Fund	Operating Supplies	Hawk Performance Specialties, LLC	Ice Paint Service	1,140.00
83437	10/13/2016	Recreation Fund	Operating Supplies	Marco Technologies, LLC	Dome Camera, Communications Tele	324.00
					Operating Supplies Total:	1,464.00
0	10/12/2016	Recreation Fund	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	3,159.50
					PERA Employee Ded Total:	3,159.50
0	10/12/2016	Recreation Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera additio	486.11

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	10/12/2016	Recreation Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	3,159.50
PERA Employer Share Total:						3,645.61
83328	10/05/2016	Recreation Fund	Professional Services	Cameron Barrett	Soccer Officiating	160.00
83329	10/05/2016	Recreation Fund	Professional Services	Louise Beaman	Volleyball Officiating	144.00
0	10/05/2016	Recreation Fund	Professional Services	Mark Emme	Volleyball Officiating	442.00
83421	10/13/2016	Recreation Fund	Professional Services	Arthur T. Graf	Sound Testing	908.00
83421	10/13/2016	Recreation Fund	Professional Services	Arthur T. Graf	Sound Testing	724.00
83345	10/05/2016	Recreation Fund	Professional Services	Luca Hernandez	Soccer Officiating	120.00
83346	10/05/2016	Recreation Fund	Professional Services	Marcos Hernandez	Soccer Officiating	72.00
83347	10/05/2016	Recreation Fund	Professional Services	Pat Hubbard	Volleyball Officiating	192.00
83348	10/05/2016	Recreation Fund	Professional Services	Tom Imhoff	Volleyball Officiating	48.00
83350	10/05/2016	Recreation Fund	Professional Services	Eric Kendall	Soccer Officiating	136.00
83438	10/13/2016	Recreation Fund	Professional Services	Chris Martell	Soccer Officiating	72.00
0	10/13/2016	Recreation Fund	Professional Services	Willie McCray	Umpire Service	1,375.00
83451	10/13/2016	Recreation Fund	Professional Services	Derek Moss	Soccer Officiating	84.00
83361	10/05/2016	Recreation Fund	Professional Services	Nicole Mulchay	Volleyball Officiating	120.00
83377	10/05/2016	Recreation Fund	Professional Services	Elijah Robuck	Soccer Officiating	96.00
83381	10/05/2016	Recreation Fund	Professional Services	Samantha Steinbring	Volleyball Officiating	48.00
83482	10/13/2016	Recreation Fund	Professional Services	The Cleaning Authority	September Cleaning	3,855.60
0	10/05/2016	Recreation Fund	Professional Services	V & M Refereeing Service	Referee Service	1,732.00
Professional Services Total:						10,328.60
0	10/05/2016	Recreation Fund	Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	2,167.48
Sales Tax Payable Total:						2,167.48
0	10/12/2016	Recreation Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.10.2016 State Incom	2,012.33
State Income Tax Total:						2,012.33
83488	10/13/2016	Recreation Fund	Telephone	Verizon Wireless	Cell Phones	174.40
Telephone Total:						174.40
0	10/13/2016	Recreation Fund	Transportation	Caitlin Barrett	Mileage Reimbursement	28.08
83412	10/13/2016	Recreation Fund	Transportation	Lauren Deal	Mileage Reimbursement	105.84
Transportation Total:						133.92

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
83447	10/13/2016	Recreation Fund	Unemployment Insurance	Mn Dept of Employment & Econ D	Unemployment Benefits-Acct: 07972	4,622.85
Unemployment Insurance Total:						4,622.85
83436	10/13/2016	Recreation Fund	Union Dues Deduction	Local Union 49	PR Batch 00001.10.2016 IOUE Unioi	102.00
Union Dues Deduction Total:						102.00
83409	10/13/2016	Recreation Fund	Utilities	Comcast	Business Services	240.06
83409	10/13/2016	Recreation Fund	Utilities	Comcast	Business Services	235.06
83409	10/13/2016	Recreation Fund	Utilities	Comcast	Business Services	235.06
0	10/13/2016	Recreation Fund	Utilities	Xcel Energy	Nature Center	579.86
Utilities Total:						1,290.04
Fund Total:						48,706.00
83331	10/05/2016	Sanitary Sewer	Cleveland Lift Station Repl	Bolton & Menk, Inc.	Cleveland Sanitary Sewer	14,512.29
Cleveland Lift Station Repl Total:						14,512.29
83371	10/05/2016	Sanitary Sewer	Contract Maintenance	Q3 Contracting, Inc.	Signs, Cones, Barrels	118.50
Contract Maintenance Total:						118.50
0	10/12/2016	Sanitary Sewer	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Federal Incc	1,331.75
Federal Income Tax Total:						1,331.75
0	10/12/2016	Sanitary Sewer	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	182.27
0	10/12/2016	Sanitary Sewer	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	779.36
FICA Employee Ded. Total:						961.63
0	10/12/2016	Sanitary Sewer	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	779.36
0	10/12/2016	Sanitary Sewer	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	182.27
FICA Employers Share Total:						961.63
83427	10/13/2016	Sanitary Sewer	HRA Employer	ING ReliaStar	PR Batch 00001.10.2016 HRA Empl	324.49

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					HRA Employer Total:	324.49
83462	10/13/2016	Sanitary Sewer	HSA Employee	Premier Bank	PR Batch 00001.10.2016 HSA Empl	47.12
					HSA Employee Total:	47.12
83462	10/13/2016	Sanitary Sewer	HSA Employer	Premier Bank	PR Batch 00001.10.2016 HSA Emplo	119.07
					HSA Employer Total:	119.07
0	10/13/2016	Sanitary Sewer	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00001.10.2016 ICMA Defe	26.27
					ICMA Def Comp Total:	26.27
83440	10/13/2016	Sanitary Sewer	Metro Waste Control Board	Metropolitan Council	Waste Water Service	222,011.54
					Metro Waste Control Board Total:	222,011.54
0	10/12/2016	Sanitary Sewer	MN State Retirement	MSRS-Non Bank	PR Batch 00001.10.2016 Post Emplo	130.78
					MN State Retirement Total:	130.78
0	10/12/2016	Sanitary Sewer	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.10.2016 MNDCP De	86.27
					MNDCP Def Comp Total:	86.27
83410	10/13/2016	Sanitary Sewer	Operating Supplies	Commercial Asphalt Co	Dura Drive	286.14
0	10/05/2016	Sanitary Sewer	Operating Supplies	Fastenal Company Inc.	Supplies	8.04
0	10/13/2016	Sanitary Sewer	Operating Supplies	General Industrial Supply Co.	Fiberglass Tape	28.66
0	10/13/2016	Sanitary Sewer	Operating Supplies	Greenhaven Printing	Window Booklet Envelopes	497.50
					Operating Supplies Total:	820.34
0	10/12/2016	Sanitary Sewer	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	850.10
					PERA Employee Ded Total:	850.10
0	10/12/2016	Sanitary Sewer	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera additio	130.78
0	10/12/2016	Sanitary Sewer	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	850.10

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
PERA Employer Share Total:						980.88
0	10/13/2016	Sanitary Sewer	Professional Services	Gopher State One Call	FTP Tickets	245.25
83493	10/13/2016	Sanitary Sewer	Professional Services	WonderWare Midwest, GS Systems	Mobile 911 Software Maintenance	198.33
Professional Services Total:						443.58
0	10/13/2016	Sanitary Sewer	Sanitary Sewer	City of Maplewood	3rd Quarter Sewer & Storm Drainage	41,026.46
Sanitary Sewer Total:						41,026.46
0	10/12/2016	Sanitary Sewer	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.10.2016 State Incom	553.57
State Income Tax Total:						553.57
83436	10/13/2016	Sanitary Sewer	Union Dues Deduction	Local Union 49	PR Batch 00001.10.2016 IOUE Unioi	117.29
Union Dues Deduction Total:						117.29
0	10/13/2016	Sanitary Sewer	Utilities	Xcel Energy	Sanitary Sewers	1,042.60
Utilities Total:						1,042.60
Fund Total:						286,466.16
83356	10/05/2016	Singles Program	Operating Supplies	Martha Martin	Single Supplies Reimbursement	29.57
83376	10/05/2016	Singles Program	Operating Supplies	Ron Rieschl	Single Supplies Reimbursement	15.00
Operating Supplies Total:						44.57
Fund Total:						44.57
0	10/12/2016	Solid Waste Recycle	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Federal Incc	108.82
Federal Income Tax Total:						108.82
0	10/12/2016	Solid Waste Recycle	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	13.84

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	10/12/2016	Solid Waste Recycle	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	59.15
FICA Employee Ded. Total:						72.99
0	10/12/2016	Solid Waste Recycle	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	59.15
0	10/12/2016	Solid Waste Recycle	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	13.84
FICA Employers Share Total:						72.99
0	10/12/2016	Solid Waste Recycle	MN State Retirement	MSRS-Non Bank	PR Batch 00001.10.2016 Post Emplo	8.99
MN State Retirement Total:						8.99
0	10/13/2016	Solid Waste Recycle	Operating Supplies	Greenhaven Printing	Window Booklet Envelopes	497.50
Operating Supplies Total:						497.50
0	10/12/2016	Solid Waste Recycle	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	58.45
PERA Employee Ded Total:						58.45
0	10/12/2016	Solid Waste Recycle	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	58.45
0	10/12/2016	Solid Waste Recycle	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera additio	8.99
PERA Employer Share Total:						67.44
0	10/13/2016	Solid Waste Recycle	Professional Services	Eureka Recycling	Curbside Recycling	35,731.08
Professional Services Total:						35,731.08
0	10/12/2016	Solid Waste Recycle	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.10.2016 State Incom	48.95
State Income Tax Total:						48.95
Fund Total:						36,667.21
83341	10/05/2016	Storm Drainage	Contract Maintenance	Gary Carlson Equipment, Corp.	Diaphragm Pump	73.00
83469	10/13/2016	Storm Drainage	Contract Maintenance	Sandstrom Land Management, LLC	MOWING, WEEDING, MULCHINC	250.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Contract Maintenance Total:						323.00
83332	10/05/2016	Storm Drainage	Contractor Payments	Braun Intertec Corporation	Environmental Sampling	2,209.80
83351	10/05/2016	Storm Drainage	Contractor Payments	Kevitt Excavating, LLC	Filtration Basins Excavation	31,212.00
83373	10/05/2016	Storm Drainage	Contractor Payments	Ramsey-Washington Metro	Valley Park Charlie Pond Cleanout-St	25,393.28
83378	10/05/2016	Storm Drainage	Contractor Payments	Sandstrom Land Management, LLC	Lot Mowing-County Road B2	65.00
Contractor Payments Total:						58,880.08
0	10/12/2016	Storm Drainage	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Federal Incc	1,095.18
Federal Income Tax Total:						1,095.18
0	10/12/2016	Storm Drainage	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	629.59
0	10/12/2016	Storm Drainage	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	147.24
FICA Employee Ded. Total:						776.83
0	10/12/2016	Storm Drainage	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	147.24
0	10/12/2016	Storm Drainage	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	629.59
FICA Employers Share Total:						776.83
83427	10/13/2016	Storm Drainage	HRA Employer	ING ReliaStar	PR Batch 00001.10.2016 HRA Empl	113.75
HRA Employer Total:						113.75
83462	10/13/2016	Storm Drainage	HSA Employee	Premier Bank	PR Batch 00001.10.2016 HSA Empl	53.85
HSA Employee Total:						53.85
83462	10/13/2016	Storm Drainage	HSA Employer	Premier Bank	PR Batch 00001.10.2016 HSA Emplo	147.09
HSA Employer Total:						147.09
0	10/13/2016	Storm Drainage	ICMA Def Comp	ICMA Retirement Trust 457-30022	PR Batch 00001.10.2016 ICMA Defe	52.50
ICMA Def Comp Total:						52.50
0	10/12/2016	Storm Drainage	MN State Retirement	MSRS-Non Bank	PR Batch 00001.10.2016 Post Emplo	100.80

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
MN State Retirement Total:						100.80
0	10/12/2016	Storm Drainage	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.10.2016 MNDCP De	63.50
MNDCP Def Comp Total:						63.50
83344	10/05/2016	Storm Drainage	Operating Supplies	HD Supply Waterworks, LTD.	Culvert Ditch Pipe	465.80
83467	10/13/2016	Storm Drainage	Operating Supplies	Robinson Sod, Inc.	Sod Pallets	804.00
Operating Supplies Total:						1,269.80
0	10/12/2016	Storm Drainage	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	655.18
PERA Employee Ded Total:						655.18
0	10/12/2016	Storm Drainage	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera additio	100.80
0	10/12/2016	Storm Drainage	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	655.18
PERA Employer Share Total:						755.98
0	10/13/2016	Storm Drainage	Professional Services	Gopher State One Call	FTP Tickets	245.25
83478	10/13/2016	Storm Drainage	Professional Services	Sheila Stowell	PWETC Meeting Minutes	193.75
83478	10/13/2016	Storm Drainage	Professional Services	Sheila Stowell	Mileage Reimbursement	4.70
83383	10/05/2016	Storm Drainage	Professional Services	Sheila Stowell	PWETC Meeting Minutes	175.00
83493	10/13/2016	Storm Drainage	Professional Services	WonderWare Midwest, GS Systems	Mobile 911 Software Maintenance	198.34
Professional Services Total:						817.04
83464	10/13/2016	Storm Drainage	Rental	Railroad Management Co. III, LLC	Storm Sewer Pipeline Crossings-Lice	972.70
Rental Total:						972.70
0	10/12/2016	Storm Drainage	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.10.2016 State Incom	448.95
State Income Tax Total:						448.95
0	10/13/2016	Storm Drainage	Storm Drainage Fees	City of Maplewood	3rd Quarter Sewer & Storm Drainage	5,322.02
Storm Drainage Fees Total:						5,322.02

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
83436	10/13/2016	Storm Drainage	Union Dues Deduction	Local Union 49	PR Batch 00001.10.2016 IOUE Union	85.96
					Union Dues Deduction Total:	85.96
					Fund Total:	72,711.04
0	10/12/2016	Telecommunications	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Federal Incc	554.98
					Federal Income Tax Total:	554.98
0	10/12/2016	Telecommunications	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	435.35
0	10/12/2016	Telecommunications	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	101.81
					FICA Employee Ded. Total:	537.16
0	10/12/2016	Telecommunications	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	435.35
0	10/12/2016	Telecommunications	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	101.81
					FICA Employers Share Total:	537.16
83427	10/13/2016	Telecommunications	HRA Employer	ING ReliaStar	PR Batch 00001.10.2016 HRA Empl	161.51
					HRA Employer Total:	161.51
83462	10/13/2016	Telecommunications	HSA Employee	Premier Bank	PR Batch 00001.10.2016 HSA Empl	9.13
					HSA Employee Total:	9.13
83462	10/13/2016	Telecommunications	HSA Employer	Premier Bank	PR Batch 00001.10.2016 HSA Emplo	50.00
					HSA Employer Total:	50.00
0	10/12/2016	Telecommunications	MN State Retirement	MSRS-Non Bank	PR Batch 00001.10.2016 Post Emplo	70.36
					MN State Retirement Total:	70.36
0	10/12/2016	Telecommunications	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.10.2016 MNDCP De	390.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
MNDP Def Comp Total:						390.00
0	10/12/2016	Telecommunications	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	457.43
PERA Employee Ded Total:						457.43
0	10/12/2016	Telecommunications	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera additio	70.36
0	10/12/2016	Telecommunications	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	457.43
PERA Employer Share Total:						527.79
83368	10/05/2016	Telecommunications	Postage	Postmaster	Newsletter Postage-Acct: 2437	3,400.00
Postage Total:						3,400.00
0	10/12/2016	Telecommunications	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.10.2016 State Incom	246.18
State Income Tax Total:						246.18
Fund Total:						6,941.70
83337	10/05/2016	Telephone	CAP - Capital Equip Recovery	Datalink	Telephones	2,671.20
83337	10/05/2016	Telephone	CAP - Capital Equip Recovery	Datalink	Cisco Licenses	1,565.00
CAP - Capital Equip Recovery Total:						4,236.20
83333	10/05/2016	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	100.89
83349	10/05/2016	Telephone	PSTN-PRI Access/DID Allocation	Integra	Telephone	3,369.91
83488	10/13/2016	Telephone	PSTN-PRI Access/DID Allocation	Verizon Wireless	Cell Phones	315.13
83488	10/13/2016	Telephone	PSTN-PRI Access/DID Allocation	Verizon Wireless	Cell Phones	35.05
83488	10/13/2016	Telephone	PSTN-PRI Access/DID Allocation	Verizon Wireless	Cell Phones	105.03
83488	10/13/2016	Telephone	PSTN-PRI Access/DID Allocation	Verizon Wireless	Cell Phones	70.02
83488	10/13/2016	Telephone	PSTN-PRI Access/DID Allocation	Verizon Wireless	Cell Phones	35.01
PSTN-PRI Access/DID Allocation Total:						4,031.04
Fund Total:						8,267.24

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
83406	10/13/2016	TIF District #17-Twin Lakes	Contractor Payments	Braun Intertec Corporation	Twin Lakes Pkwy New Road Alignm	14,056.15
83332	10/05/2016	TIF District #17-Twin Lakes	Contractor Payments	Braun Intertec Corporation	Twin Lakes Pkwy-Construction Mate	1 801.50
0	10/05/2016	TIF District #17-Twin Lakes	Contractor Payments	Land Title, Inc-Non Bank	2770 & 2805 Easements	71,734.50
0	10/13/2016	TIF District #17-Twin Lakes	Contractor Payments	SRF Consulting Group, Inc.	Twin Lakes Parkway Phase III Constr	33,563.88
Contractor Payments Total:						121,156.03
83495	10/18/2016	TIF District #17-Twin Lakes	Land Purchases	Pikovsky Management, LLC	Property Taxes on Acquired Land-Tw	56,694.15
Land Purchases Total:						56,694.15
0	10/05/2016	TIF District #17-Twin Lakes	Twin Lakes Area East Collector	SRF Consulting Group, Inc.	Twin Lakes Area Collector Prelimina	186.18
Twin Lakes Area East Collector Total:						186.18
Fund Total:						178,036.36
83330	10/05/2016	Water Fund	Accounts Payable	DANIEL BENSON	Refund Check	30.95
83352	10/05/2016	Water Fund	Accounts Payable	JASON KRAMBER	Refund Check	88.29
83388	10/05/2016	Water Fund	Accounts Payable	MIKE THIENES	Refund Check	135.62
Accounts Payable Total:						254.86
83403	10/13/2016	Water Fund	Clothing	Avenue Shirt Works	Logo Clothing	50.00
Clothing Total:						50.00
0	10/05/2016	Water Fund	Construction Contracts	SEH	Heinel Drive WM Rehab	8,540.27
0	10/05/2016	Water Fund	Construction Contracts	SEH	Antenna Projects	1,396.67
Construction Contracts Total:						9,936.94
83336	10/05/2016	Water Fund	Contract Maintenance	Commercial Door Systems, Inc.	Door Removal, Installation	2,115.00
83485	10/13/2016	Water Fund	Contract Maintenance	Upper Cut Tree Service	Tree Removal	3,000.00
83486	10/13/2016	Water Fund	Contract Maintenance	Valley-Rich Co., Inc.	8 Inch Team Valve	9,500.00
Contract Maintenance Total:						14,615.00
83447	10/13/2016	Water Fund	Employer Insurance	Mn Dept of Employment & Econ D	Unemployment Benefits-Acct: 07972	524.93

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Employer Insurance Total:						524.93
0	10/12/2016	Water Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Federal Incc	1,961.61
Federal Income Tax Total:						1,961.61
0	10/12/2016	Water Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	1,181.80
0	10/12/2016	Water Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	276.38
FICA Employee Ded. Total:						1,458.18
0	10/12/2016	Water Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 Medicare E	276.38
0	10/12/2016	Water Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.10.2016 FICA Empl	1,181.80
FICA Employers Share Total:						1,458.18
83427	10/13/2016	Water Fund	HRA Employer	ING ReliaStar	PR Batch 00001.10.2016 HRA Empl	365.51
HRA Employer Total:						365.51
83462	10/13/2016	Water Fund	HSA Employee	Premier Bank	PR Batch 00001.10.2016 HSA Empl	109.13
HSA Employee Total:						109.13
83462	10/13/2016	Water Fund	HSA Employer	Premier Bank	PR Batch 00001.10.2016 HSA Emplo	401.35
HSA Employer Total:						401.35
0	10/13/2016	Water Fund	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00001.10.2016 ICMA Defe	48.73
ICMA Def Comp Total:						48.73
0	10/12/2016	Water Fund	MN State Retirement	MSRS-Non Bank	PR Batch 00001.10.2016 Post Emplo	189.54
MN State Retirement Total:						189.54
0	10/12/2016	Water Fund	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.10.2016 MNDCP De	138.73
MNDCP Def Comp Total:						138.73

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
83410	10/13/2016	Water Fund	Operating Supplies	Commercial Asphalt Co	Dura Drive	248.91
0	10/13/2016	Water Fund	Operating Supplies	Ferguson Waterworks #2516	Meter Supplies	254.05
0	10/13/2016	Water Fund	Operating Supplies	Ferguson Waterworks #2516	Meter Supplies	482.89
0	10/05/2016	Water Fund	Operating Supplies	Ferguson Waterworks #2516	Meter Supplies	3,284.77
83458	10/13/2016	Water Fund	Operating Supplies	Plaisted Co	Waterbreak Fill Material	4,642.83
Operating Supplies Total:						8,913.45
0	10/12/2016	Water Fund	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	1,232.09
PERA Employee Ded Total:						1,232.09
0	10/12/2016	Water Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera Emplo	1,232.09
0	10/12/2016	Water Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00001.10.2016 Pera additio	189.54
PERA Employer Share Total:						1,421.63
0	10/13/2016	Water Fund	Professional Services	Gopher State One Call	FTP Tickets	245.25
83490	10/13/2016	Water Fund	Professional Services	Water Conservation Service, Inc.	Leak Location Service	260.80
83493	10/13/2016	Water Fund	Professional Services	WonderWare Midwest, GS Systems	Mobile 911 Software Maintenance	198.33
Professional Services Total:						704.38
83463	10/13/2016	Water Fund	Rental	Q3 Contracting, Inc.	Barrels, Arrows	284.40
Rental Total:						284.40
83475	10/13/2016	Water Fund	St. Paul Water	St. Paul Regional Water Services	Water	408,486.43
St. Paul Water Total:						408,486.43
0	10/12/2016	Water Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.10.2016 State Incom	811.30
State Income Tax Total:						811.30
0	10/05/2016	Water Fund	State Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	3,886.23
State Sales Tax Payable Total:						3,886.23
83448	10/13/2016	Water Fund	State surcharge - Water	MN Dept of Health-Drinking Water	Water Supply Service Connection Fee	16,300.68

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					State surcharge - Water Total:	16,300.68
83488	10/13/2016	Water Fund	Telephone	Verizon Wireless	Cell Phones	86.42
					Telephone Total:	86.42
83386	10/05/2016	Water Fund	Training	SUSA/Eric Volk	Utility Operations School	200.00
					Training Total:	200.00
83436	10/13/2016	Water Fund	Union Dues Deduction	Local Union 49	PR Batch 00001.10.2016 IOUE Union	222.71
					Union Dues Deduction Total:	222.71
0	10/13/2016	Water Fund	Utilities	Xcel Energy	Repeater Station	17.17
					Utilities Total:	17.17
0	10/05/2016	Water Fund	Water - Roseville	City of Roseville- Non Bank	Water	1,411.15
					Water - Roseville Total:	1,411.15
0	10/13/2016	Water Fund	Water Meters	Ferguson Waterworks #2516	Meter Supplies	39.41
0	10/13/2016	Water Fund	Water Meters	Ferguson Waterworks #2516	Credit	-47.50
					Water Meters Total:	-8.09
					Fund Total:	475,482.64
83471	10/13/2016	Workers Compensation	Fire Department Claims	SFM	September Work Comp. Claims	-0.71
					Fire Department Claims Total:	-0.71
83471	10/13/2016	Workers Compensation	Parks & Recreation Claims	SFM	September Work Comp. Claims	1,101.20
					Parks & Recreation Claims Total:	1,101.20
83471	10/13/2016	Workers Compensation	Police Patrol Claims	SFM	September Work Comp. Claims	4,184.80

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
83471	10/13/2016	Workers Compensation	Professional Services	SFM	Police Patrol Claims Total:	4,184.80
					September Work Comp. Claims	80.00
					Professional Services Total:	80.00
					Fund Total:	5,365.29
					Report Total:	2,255,896.46

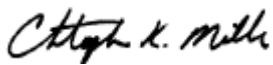
ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 10/25/2016

Item No.: 8.b

Department Approval

City Manager Approval



Item Description: Consideration of new 2016-2017 Massage Therapy Licenses, Temporary Gambling Permit, and Temporary Liquor License.

BACKGROUND

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

Massage Therapist License

Danielle Herrera-Markwald
Roseville Acupuncture and Massage
2201 Lexington Ave N
Roseville, MN 55113

Chan Hin
Balanced Therapy
2401 Fairview Ave N
Suite 130, Studio #1
Roseville, MN 55113

Jie Swanson
New Dragon Massage
1595 HWY 36 West, Suite #698
Roseville, MN 55113

Xiaoxue Chen
Oriental Lake Spa
2216 County Rd D West Suite F
Roseville, MN 55113

Massage Therapy Establishment License

Balanced Therapy
2401 Fairview Ave N
Suite 130, Studio #1
Roseville, MN 55113

Balance Massage
2401 Fairview Ave N, Studio 25
Roseville, MN 55113

Temporary Gambling Permit

St. Rose of Lima Catholic Church
2072 Hamline Ave N
Roseville, MN 55113

St. Rose of Lima is a Religious Nonprofit which plans on hosting a bingo night on November 6th at the Catholic School. St. Rose has had many prior gambling permits with no issues.

Temporary On-Sale Liquor License

Friends of Roseville Parks
2660 Civic Center Drive
Roseville, MN 55113

The Friends of Roseville Parks is hosting an event in the Banquet Hall at the Oval on December 1, 2016. They have been issued prior temporary permits with no issues.

POLICY OBJECTIVE

Required by City Code

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

Staff has reviewed the applications and has determined that the applicants meet all City requirements. Staff recommends approval of the Massage Therapy Licenses and Temporary Liquor and Gambling Permits.

REQUESTED COUNCIL ACTION

Motion to approve the Licenses pending successful background checks.

Prepared by: Chris Miller, Finance Director
Attachments: A: Applications
B: City Code Chapter 309



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

Massage Therapist License

(Please Print Clearly)

☒ New License ☐ Renewal

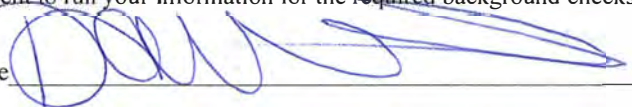
For License Year Ending June 30, 2017

1. Full Legal Name (Please Print) Herrera-Markwald Danielle Lynn
(Last) (First) (Middle)
2. Home Address _____
(City) (State) (Zip)
3. Telephone _____
4. Date of Birth (mm/dd/yyyy) _____
5. Driver's License Number _____
6. Ethnicity: _____
7. Sex: _____
8. Email Address _____
9. Have you ever used or been known by any name other than the legal name given in number 1 above?
☒ Yes ☐ No If Yes, List each full name along with dates and places where used.
Danielle Herrera prior to October 2006

10. **Name and address** of the licensed Massage Therapy Establishment at which you expect to be employed:
Roseville Acupuncture and Massage, 2201 Lexington Ave N, Roseville MN

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

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

Signature 

Date 09/30/2016

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

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



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

Massage Therapist License

☒ New License ☐ Renewal (Please Print Clearly)

For License Year Ending June 30, 2017

1. Full Legal Name (Please Print) HIN CHAN DA

2. Home Address

3. Telephone

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

5. Driver's License Number

6. Ethnicity:

7. Sex:

8. Email Address

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

chanda hin

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

Balanced Therapies (@sola Salons) 2401 Fairview Ave N Suite 130 #1
Roseville, MN 55113

11. Have you held any previous massage therapist licenses? If yes, in which city were you licensed?

☒ Yes Shoreview ☒ No

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

☐ Yes ☐ No ☐ N/A NOT renewed - quit the job
If yes, explain in detail on a separate page.

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

Signature

Date 10/6/16

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

License Fee is \$100.00

Make checks payable to: City of Roseville



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

Massage Therapy Establishment License Application

(Please Print Clearly)

☒ New License ☐ Renewal

For License Year Ending June 30, 2017

Business Name BALANCED THERAPY

Business Address 2401 FAIRVIEW AVE NORTH SUITE 130, STUDIO #1, ROSEVILLE, MN 55113

Business Phone 651-272-8638

Email Address _____

Person to Contact in Regard to Business License:

Full Legal Name (Please Print)

CHAN HIN
(Last)

CHAN
(First)

DA
(Middle)

Home Address _____

Telephone _____

Date of Birth (mm/dd/yyyy) _____

Driver's License Number _____

Ethnicity: _____

Sex: _____

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

☒ Yes

☐ No

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

Chanda Hin

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

☐ Yes

☒ No

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

By signing below, the applicant certifies that the above information is correct and authorizes the City of Roseville Police Department to run his/her information for the required background checks.

Signature _____

Date

10/6/16

License Fee is \$300.00

Additional \$150 background check fee for all first-time applicants

Make checks payable to: City of Roseville



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

Massage Therapist License

☐ New License ☒ Renewal

For the License Year Ending June 30, 2017

1. Full Legal Name (Please Print) Swanson Jie

2. Home Address _____

3. Telephone (_____) _____

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

5. Email Address _____

6. Driver's License Number _____

7. Ethnicity: _____

8. Sex: _____

9. Have you ever used or been known by any name other than the legal name given in number 1 above?

☐ Yes ☒ No If Yes, List each full name along with dates and places where used.

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

New Dragon Massage, 10 Roseville Shopping Center, Roseville, MN 55113

11. Have you held any previous massage therapist licenses? If yes, in which city were you licensed?

☒ Yes _____ ☐ No

12. If you answered Yes to number 11 above, were any previous massage therapist licenses revoked, suspended or not renewed? If yes, explain in detail on the back of this page.

☐ Yes ☒ No ☐ N/A

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

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

Signature Jie Swanson

Date 10/5/2016

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

License Fee is \$100.00 (prorated quarterly)
Make checks payable to: City of Roseville



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

Massage Therapy Establishment License Application

(Please Print Clearly)

☒ New License ☐ Renewal

For License Year Ending June 30, 2017

Business Name Balance Massage, LLC

Business Address 2401 Fairview Ave N, Studio 25, Roseville, MN 55113

Business Phone 651-245-8513

Email Address _____

Person to Contact in Regard to Business License:

Full Legal Name (Please Print) Bongers Maria Michelle
(Last) (First) (Middle)

Home Address _____

Telephone _____

Date of Birth (mm/dd/yyyy) _____

Driver's License Number _____

Ethnicity: _____

Sex: _____

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

☒ Yes ☐ No If Yes, List each full name along with dates and places where used.

Maria Michelle Leegard - maiden name 5/13/1982-9/13/2013

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

☐ Yes ☒ No

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

By signing below, the applicant certifies that the above information is correct and authorizes the City of Roseville Police Department to run his/her information for the required background checks.

Signature Maria Bongers

Date 10/5/16

License Fee is \$300.00

Additional \$150 background check fee for all first-time applicants

Make checks payable to: City of Roseville



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

Massage Therapist License

☒ New License ☐ Renewal

For the License Year Ending June 30, 2017

1. Full Legal Name (Please Print) CHEN XIAOXUE
(Last) (First) (Middle)

2. Home Address _____

3. Telephone _____

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

5. Email Address _____

6. Driver's License Number _____

7. Ethnicity: _____

8. Sex: _____

9. Have you ever used or been known by any name other than the legal name given in number 1 above?

☐ Yes ☒ No If Yes, List each full name along with dates and places where used.

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

Oriental Lake Spa, 2216 County Road D West, Suite F, Roseville, MN 55113

11. Have you held any previous massage therapist licenses? If yes, in which city were you licensed?

☐ Yes ☒ No

12. If you answered Yes to number 11 above, were any previous massage therapist licenses revoked, suspended or not renewed? If yes, explain in detail on the back of this page.

☐ Yes ☐ No ☒ N/A

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

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

Signature [Signature]

Date 10/06/16

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

License Fee is \$100.00 (prorated quarterly)
Make checks payable to: City of Roseville

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Saint Rose of Lima Catholic School

Previous Gambling Permit Number: X-62002

Minnesota Tax ID Number, if any: 8570281

Federal Employer ID Number (FEIN), if any: 41-0790158

Mailing Address: 2072 Hamline Ave N

City: Roseville State: MN Zip: 55113 County: Ramsey

Name of Chief Executive Officer (CEO): Fr. Robert J. Fitzpatrick

Daytime Phone: 651-645-9389 Email: frfritz@saintroseoflima.net

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☒ Religious ☐ Veterans ☐ Other Nonprofit Organization

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

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

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

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

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

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

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

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

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted
(for raffles, list the site where the drawing will take place): Saint Rose of Lima Catholic School

Address (do not use P.O. box): 2072 Hamline Ave N

City or Township: Roseville Zip: 55113 County: Ramsey

Date(s) of activity (for raffles, indicate the date of the drawing): November 6, 2016

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

☒ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards

☐ Raffle (total value of raffle prizes awarded for the calendar year: \$)

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

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

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

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

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

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

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

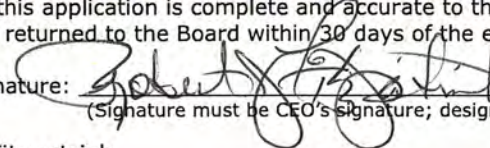
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature:  Date: 10-14-16
(Signature must be CEO's signature; designee may not sign)

Print Name: Fr. Robert J. Fitzpatrick

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

Internal Revenue Service

Department of the Treasury

District
Director

Baltimore District

31 Hopkins Plaza, Baltimore, Md. 21201

▷ August 12, 1988

Telephone: (301) 962-4768

United States Catholic Conference
Ms. Deirdre Halloran
Associate General Counsel
1312 Massachusetts Avenue, N.W.
Washington, D.C. 20005

Dear Ms. Halloran:

In a ruling dated March 25, 1946, we held that the agencies and instrumentalities and all educational, charitable and religious institutions operated, supervised, or controlled by or in connection with the Roman Catholic Church in the United States, its territories or possessions appearing in the Official Catholic Directory for 1946, are entitled to exemption from Federal income tax under the provisions of section 101(6) of the Internal Revenue Code of 1939, which corresponds to section 501(c)(3) of the 1954 Code. This ruling has been updated annually to cover the activities added to or deleted from the Directory.

The Official Catholic Directory for 1988 shows the names and addresses of all agencies and instrumentalities and all educational, charitable, and religious institutions operated by the Roman Catholic Church in the United States, its territories and possessions in existence at the time the Directory was published. It is understood that each of these is a nonprofit organization, that no part of the net earnings thereof inures to the benefit of any individual, that no substantial part of their activities is for promotion of legislation, and that none are private foundations under section 509(a) of the Code.

Based on all information submitted, we conclude that the agencies and instrumentalities and educational, charitable, and religious institutions operated, supervised or controlled by or in connection with the Roman Catholic Church in the United States, its territories or possessions appearing in the Official Catholic Directory for 1988 are exempt from Federal income tax under section 501(c)(3) of the Code.

Donors may deduct contributions to the agencies, instrumentalities and institutions referred to above, as provided by section 170 of the Code. Requests, legacies, devises, transfers, or gifts to them or for their use are deductible for Federal estate and gift tax purposes under sections 2055, 2106, and 2522 of the Code.

United States Catholic Conference

Beginning January 1, 1984, unless specifically excepted, you and your subordinates must pay taxes under the Federal Insurance Contributions Act (Social Security taxes) for each employee who is paid \$100 or more in a calendar year. You and your subordinates are not liable for tax under the Federal Unemployment Tax Act (FUTA).

Next year, within 90 days before the close of your annual accounting period, or by May 31, the date established by our letter of April 28, 1975, which gave an extension of time to file the information, please send one copy of the Official Catholic Directory of 1989 for each Internal Revenue District in which one or more of your subordinates are located, with four additional copies to this office.

The conditions concerning the retention of your group exemption as set forth in our previous determination letter of August 17, 1983 remain in full force and effect.

Your request for mailing instructions for the district offices were previously provided in our letter of July 15, 1988.

Sincerely yours,



Phil Brand
District Director

cc: Mark E. Chopko
General Counsel
1312 Massachusetts Avenue, N.W.
Washington, D.C. 20005



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization FRIENDS of Roseville Park		Date organized 02/1969	Tax exempt number 41-1312380
Address 2660 Civic Center DR		City ROSEVILLE	State Minnesota
		Zip Code 55113	
Name of person making application Sharon Brown		Business phone 612-590-3299	Home phone
Date(s) of event 12-1-2016	Type of organization ☐ Club ☐ Charitable ☐ Religious ☒ Other non-profit 501(c)3		
Organization officer's name Leslie Noested	City Shoreview	State Minnesota	Zip Code 55126
Organization officer's name Mary Holt	City Roseville	State Minnesota	Zip Code 55113
Organization officer's name Sharon Brown	City Roseville	State Minnesota	Zip Code 55113
Organization officer's name 	City 	State Minnesota	Zip Code

Location where permit will be used. If an outdoor area, describe.
2661 Civic Center Dr, Roseville, MN 55113
Banquet Hall @ the Oval

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

BARTENDER WITH A TWIST

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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

CHAPTER 309

MASSAGE THERAPY ESTABLISHMENTS

SECTION:

- 309.01: Definitions
- 309.02: License for Massage Therapy Establishment
- 309.03: Granting, Denying or Rescinding of Licenses
- 309.04: Practice of Massage Therapy Only by Licensed Persons
- 309.05: Revocation or Suspension of License
- 309.06: Restrictions and Regulations
- 309.07: Violations, Penalty

309.01: DEFINITIONS:

As used in this Chapter, the following words and terms shall have the meanings ascribed to them in this Section:

CHAIR MASSAGE: A massage provided to a fully-clothed individual, and limited to the neck, shoulders, arms, and back, where the massage is not provided in a massage therapy establishment; and provided the individual giving the massage meets the requirements specified in Section 309.04 (A). (Ord. 1329, 11-14-05)

MASSAGE THERAPIST: A person who practices massage therapy.

MASSAGE THERAPY: The rubbing, stroking, kneading, tapping or rolling of the body with the hands or other parts of the body for the exclusive purposes of relaxation, physical fitness or beautification and for no other purpose.

The practice of massage therapy is hereby declared to be distinct from the licensed practice of medicine, osteopathy, chiropractic, physical therapy, podiatry and nursing, as well as athletic coaches and trainers. Persons engaged in those professions are exempt from the provisions of this Chapter.

MASSAGE THERAPY ESTABLISHMENT: Any room, or premise wherein a person may receive a massage from a massage therapist for a fee; where massages are given on more than 14 calendar days in any given calendar year. (Ord. 1329, 11-14-05)

SANITARY: Free from the vegetative cells of pathogenic microorganisms. (Ord. 1142, 6-13-1994)

309.02: LICENSE FOR MASSAGE THERAPY ESTABLISHMENT:

- A. **License Required:** No person shall engage in the business of operating a massage therapy establishment within the City without first having obtained the required license.
- B. **Application Fee:** The initial application for a license shall be made by completing an application form provided by and containing such information as required by the City Manager and by paying a nonrefundable application fee, as established by the City Fee Schedule in Section 314.05. (Ord. 1329, 11-14-05)

- C. **Separate License Required Fee:** A separate license shall be obtained for each place of business, the fee for which shall be as established by the City Fee Schedule in Section 314.05. (Ord. 1329, 11-14-05)

309.03: GRANTING, DENYING OR RESCINDING OF LICENSES:

- A. **Zoning Compliance:** Massage Therapy Establishment licenses may be granted only to establishments associated with and operating within the confines of and incidental to a properly zoned beauty parlor (salon), health club, office, shopping mall, or similar areas open to the public. (Ord. 1329, 11-14-05)
- B. **Building, Safety and Sanitation Regulations:** Licenses may be denied or rescinded if the premises of the massage therapy establishments do not meet the requirements of the City Council, and of the building, safety and sanitation regulations of the City and State.
- C. **Fraud or Deception:** Licenses may be denied or rescinded if there is any fraud or deception involved in the license application.
- D. **History of Violations:** Licenses may be denied or rescinded if the applicant, licensee or employee of the same fails to comply with, or have a history of violations of the laws or ordinances which apply to health, safety or moral turpitude.
- E. **Additional Conditions:** The City Council may attach such reasonable conditions to the license as it, in its sole discretion, deems to be appropriate. (Ord. 1142, 6-13-1994)
(Ord. 1283, 6-16-03)

309.04: PRACTICE OF MASSAGE THERAPY ONLY BY LICENSED PERSONS:

- A. **Application for License:** Any person or business desiring to be licensed as a massage therapy establishment shall file an application on forms provided by the City Manager. The application shall contain such information as the City Manager may require, including: (Ord. 1329, 11-14-05)
1. The applicant's full name, address, social security number and written proof of age.
 2. The name and address of the licensed massage therapy establishment by which the applicant expects to be employed.
 3. A statement concerning whether the person has been convicted of or entered a plea of guilty to any crime or ordinance violation and, if so, information as to the time, place and nature of such crime or offense.
 4. Proof that the applicant meets the following educational requirements:
 - a. A diploma or certificate of graduation from a school approved by the American Massage Therapist Association or other similar reputable massage association; or
 - b. A diploma or certificate of graduation from a school which is either accredited by a recognized educational accrediting association or agency or is licensed by the State or local government agency having jurisdiction over the school.
 - c. Each applicant shall also furnish proof at the time of application of a minimum of 600 hours of successfully completed course work in the following areas:
 - (1) The theory and practice of massage, including, but not limited to, Swedish, Esalen, Shiatsu and/or foot reflexology techniques; and
 - (2) Anatomy, including, but not limited to, skeletal and muscular structure and organ placement; and

(3) Hygiene.

- B. Fee: The annual license fee for a massage therapist is as established by the City Fee Schedule in Section 314.05. Ord. 1329, 11-14-05)
- C. Review of Application: License applications shall be reviewed by the Police Department.
- D. Denial of Application: The license application may be denied for any of the following reasons:
 - 1. Fraudulent Statements: The application contains false, fraudulent, or deceptive statements.
 - 2. Prior Conviction: The applicant has been convicted of or entered a plea of guilty within the previous three years to a violation of this Chapter or of any other law regulating the practice of massage, or of any law prohibiting criminal sexual conduct, prostitution, pandering, indecent conduct or keeping of a disorderly house.
 - 3. Noncompliance: The applicant has not complied with a provision of this Chapter.
 - 4. Underage: The applicant is less than eighteen (18) years of age. (Ord. 1142, 6-13-94)

309.05: REVOCATION OR SUSPENSION OF LICENSE:

A license may be revoked or suspended for any of the following reasons:

- A. Application Fraud: Fraud, deception or misrepresentation in connection with the registration application.
- B. Violation of Chapter: A violation of any provision of this Chapter.
- C. Criminal Conviction: Conviction of a criminal sexual conduct, prostitution, pandering, indecent conduct or keeping a disorderly house.
- D. Conviction Arising out of Practice of Massage Therapy: Conviction of any crime or ordinance violation arising out of the practice of massage therapy.
- E. Lack of Skill: Exhibition of a demonstrable lack of skill in the practice of massage therapy. (Ord. 1142, 6-13-94)

309.06: RESTRICTIONS AND REGULATIONS:

- A. Display of License: Any person registered as a massage therapist hereunder shall display such license, or a true copy thereof, in a prominent place at such person's place of employment.
- B. Identification: Upon demand of any police officer at the place of employment, any person licensed hereunder shall produce correct identification, identifying himself/herself by his/her true legal name and correct address.
- C. Inspection: During business hours, all massage therapy establishments shall be open to inspection by City Building and License Inspectors, Health Officers and police officers.
- D. Therapist, Change of Location: Any person licensed hereunder shall practice massage only at such location or locations as are designated in the license. Any person registered hereunder shall inform the City Manager, in writing, of any change in location prior to its occurrence.
- E. Hours: No customers or patrons shall be allowed to enter or remain on the licensed premises after 9:00 P.M. or before 8:00 A.M. daily.
- F. Alcohol or Drugs Prohibited: No beer, liquor, narcotic drug or controlled substance, as such terms are defined by State statutes or the City Code shall be permitted on licensed premises.
- G. Violation of Building, Safety or Health Regulations: Violation of any law or regulation relating to building, safety or health shall be grounds for revocation or any license.

- H. Locks on Doors: There shall be no locks on doors of massage rooms.
- I. Appropriate Covering Required:
 - 1. Patron: Whenever a massage is given, it shall be required by the massage therapist that the person who is receiving the massage shall have her breasts and his/her buttocks and genitals covered with a nontransparent material. For purposes of receiving a chair massage, patrons must stay fully-clothed at all times. (Ord. 1329, 11-14-05)
 - 2. Therapist: Any massage therapists performing any massages shall at all times have her breasts and his/her buttocks and genitals covered with a nontransparent material. (Ord. 1142, 6-13-94)
- J. With the exception of chair massages, all other types of massages shall take place in a private room subject to the conditions and restrictions noted above. (Ord. 1329, 11-14-05)

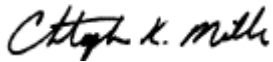
309.07: VIOLATIONS, PENALTY:

Every person who violates this Chapter is guilty of a misdemeanor. (Ord. 1142, 6-13-94)

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 10/24/2016
Item No.: 8.c

Department Approval



City Manager Approval



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

BACKGROUND

City Code section 103.05 establishes the requirement that all general purchases and/or contracts in excess of \$5,000 be approved by the Council. In addition, State Statutes require that the Council authorize the sale of surplus vehicles and equipment.

General Purchases or Contracts

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

<u>Division</u>	<u>Vendor</u>	<u>Description</u>	<u>Key</u>	<u>Budget Amount</u>	<u>P.O. Amount</u>	<u>Budget / CIP</u>
Police	City of St. Paul	Bi-Directional Amplifier	(a)	\$ 75,350.00	\$ 7,801.00	Budget
Engineering	WSB & Associates	2017 Pond Maint. Survey & Design	(b)	3,109,500.00	30,200.00	CIP
Engineering	American Engineering	2017 PMP Engineering Testing	(c)	1,009,500.00	16,100.00	CIP

Comments/Description:

- a) Amplifier is needed to improve radio connectivity throughout the Police area in City Hall. The budgeted amount represents the annual budget amount for contractual maintenance in the Police Administration and Police Patrol budgets.
- b) Engineering & design services for five ponds scheduled for maintenance in 2017. The budgeted amounts represent the 2017 capital budget for this type of improvement.
- c) Engineering testing services for the 2017 Pavement Management Program. The budgeted amounts represent the 2017 capital budget for this type of improvement.

Sale of Surplus Vehicles or Equipment

City Staff have identified surplus vehicles and equipment that have been replaced 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.

26 **FINANCIAL IMPACTS**

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

28 **STAFF RECOMMENDATION**

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

31 **REQUESTED COUNCIL ACTION**

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

34

35

Prepared by: Chris Miller, Finance Director

Attachments: A: 2016 CIP Purchase Summary

36

City of Roseville

Updated September 30, 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	82,865	(5,025)
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	7,977	2,523
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	33,740	(15,660)
Tactical Gear	1/11/2016	10,800	11,330	11,463	(133)
Crime Scene Equipment		-	4,000	-	4,000
Radio Equipment	9/12/2016	10,786	15,500	-	15,500
Office Equipment	2/8/2016	5,390	9,225	-	9,225
Office Furniture	9/12/2016	5,514	8,400	525	7,875
Kitchen Items		-	4,635	3,463	1,172
Fire					
SCBA's		-	350,000	264,770	85,230
Training Equipment		-	3,000	-	3,000
Air Monitoring Equipment		-	5,000	-	5,000
Other Equipment		-	-	9,134	(9,134)
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	-	142,116	(142,116)

City of Roseville

Updated September 30, 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	34,038	40,962
City Hall Entrance Walkway Improvements		-	15,000	-	15,000
Card Access System Replacement		-	40,000	36,907	3,093
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	49,854	41,896
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	179,804	20,196
Natural Resources		-	50,000	-	50,000
Street Improvements					
Improvements	Various	180,000	2,100,000	1,876,521	223,479
Street Lighting					
Improvements		-	25,000	-	25,000
Pathways (Existing)					
Improvements		-	180,000	74,396	105,604
Communications					
Conference Room Equipment		-	4,500	-	4,500
Other Equipment		-	10,000	-	10,000
License Center					
General Office Equipment		-	1,000	6,581	(5,581)
Office Painting		-	6,500	-	6,500
Office Carpetting		-	15,000	-	15,000
Community Development					
Computer Replacements		-	4,300	1,622	2,678
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 September 30, 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	688,614	211,386
Other Equipment		-	-	57,056	(57,056)
Sanitary Sewer					
Vehicle Replacement: 1-ton		-	40,000	-	40,000
Wacker Compactor Replacement		-	25,000	-	25,000
Galtier LS Rehab		-	400,000	(3,161)	403,161
Sewer Main Repairs		-	1,000,000	1,262,089	(262,089)
I & I Reduction		-	100,000	-	100,000
Storm Sewer					
Compost Turner		-	160,000	-	160,000
Pond improvements/Infiltration		-	300,000	263,694	36,306
Storm Sewer Replacement/Rehabilitation	3/14/2016	44,000	400,000	883,382	(483,382)
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	\$6,481,067	\$1,776,653

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: October 24, 2016
Item No.: 8.d

Department Approval



City Manager Approval



Item Description: Rosedale Public Improvements Engineering Services Contract

BACKGROUND

On November 16, 2015 the Roseville City Council approved a Planned Unit Development (PUD) amendment to Agreement 3608, Rosedale Center. The Council also approved the Final Plat of Rosedale Center Fifth Addition. Both were approved subject to the terms of the plat and PUD amendment.

One of the requirements of the PUD approval was for the developer to enter into a Public Improvement Contract (PIC) for the City to install a second left turn lane for westbound traffic at the County Road B2 at southbound Snelling Avenue access. This improvement was identified in a traffic study conducted by the Developer's engineer as operating at an unacceptable condition. The improvements at this intersection include the following;

- Relocation of the eastbound right turn and through lanes
- Reconfiguration of existing northbound free right turn lane into conventional signal controlled right turn lane.
- Relocation and/or replacement of two traffic signal poles (northwest corner and southeast corner)

On December 7, 2015 the City Council approved a Public Improvement Contract addressing these improvements and requiring the developer to reimburse the City for said improvements.

The City received a proposal from the developer's engineer during the PUD process, Kimley-Horn and Associates, for the design and contract administration of the public improvements. The proposal is attached as Attachment A.

The total proposal cost for design, contract administration, and construction and inspection services is \$125,850. Per the Public Improvement Contract, this cost along with the construction costs will be assessed to the parcels within Rosedale Center as identified in the PIC.

FINANCIAL IMPLICATIONS

The Developer's costs would be assessed to the property over ten (10) years with a 5% interest rate. The assessments would likely begin in 2018. The Developer waives the need for any public hearings under Minnesota Chapter 429 and also waives any claim that the amount thereof levied

28 against the Property is excessive, together with all rights to any proceedings or hearings under
29 Minnesota Statutes Chapter 429, and all rights to appeal in the courts.

30 City staff is continuing to work with Ramsey County and Mn/DOT on other potential elements to
31 these improvements that may be paid for by the County and/or Mn/DOT. The costs of these
32 additional improvements, such as additional signal work to meet ADA requirements, would not
33 be the responsibility of the Developer. Any costs on the City's part based on in place cost
34 participation policies of Ramsey County and/or Mn/DOT would be paid for using the City's
35 Municipal State Aid funds.

36 **STAFF RECOMMENDATION**

37 Staff recommends Council award a professional services contract with Kimley-Horn and
38 Associates for the Rosedale Public Improvements Engineering Services in the amount of
39 \$125,850.

40 **REQUESTED COUNCIL ACTION**

41 Approve a professional services contract with Kimley-Horn and Associates for the Rosedale
42 Public Improvements Engineering Services in the amount of \$125,850.

Prepared by: Marc Culver, Public Works Director
Attachments: A: Public Services Contract
B: Proposed Improvement Site Plan
C: Rosedale Public Improvement Contract

Standard Agreement for Professional Services

This Agreement ("Agreement") is made on the 24th day of October, 2016, between the City of Roseville, a municipal corporation (hereinafter "City"), and Kimley-Horn and Associates, a domestic corporation (hereinafter "Consultant").

Preliminary Statement

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

The City and Consultant agree as follows:

1. **Scope of Work Proposal.** The Consultant agrees to provide the professional services shown in Exhibit "A" attached hereto ("Work") in consideration for the compensation set forth in Provision 3 below. The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Consultant.
2. **Term.** The term of this Agreement shall be from October 24, 2016 to December 31, 2017, the date of signature by the parties notwithstanding.
3. **Compensation for Services.** The City agrees to pay the Consultant a not-to-exceed amount of \$125,850 as compensation as described in Exhibit A attached hereto for the Work, subject to the following:
 - A. Any changes in the Work which may result in an increase to the compensation due the Consultant shall require prior written approval of the City. The City will not pay additional compensation for Work that does not have such prior written approval.
 - B. Third party independent contractors and/or subcontractors may be retained by the Consultant when required by the complex or specialized nature of the Work when authorized in writing by the City. The Consultant shall be responsible for and shall pay all costs and expenses payable to such third party contractors unless otherwise agreed to by the parties in writing.
4. **City Representative and Special Requirements:**
 - A. The Civil Engineer shall act as the City's representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information and interpret and define the City's policies and decisions with respect to the Work to be performed under this Agreement, but shall not have the right to enter into contracts or make binding agreements on behalf of the City with respect to the Work or this Agreement. The City may change the City's representative at any time by notifying the Consultant of such change in writing.
 - B. In the event that the City requires any special conditions or requirements relating to the Work and/or this Agreement, such special conditions and requirements are stated in Exhibit C attached hereto. The parties agree that such special conditions and requirements are incorporated into and made a binding part of this Agreement and the Consultant agrees to perform the Work in accordance with, and that this Agreement shall be subject to, the conditions and requirements set forth in Exhibit C.

5. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis, an itemized invoice for Work performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:
- A. For Work reimbursed on an hourly basis, the Consultant shall indicate for each employee, his or her name, job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due for each project task. For all other Work, the Consultant shall provide a description of the Work performed and the period to which the invoice applies. For reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an itemized listing and such documentation of such expenses as is reasonably required by the City. In addition to the foregoing, all invoices shall contain, if requested by the City, the City's project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement, and such other information as the City may from time to time reasonably require.
 - B. To receive any payment pursuant to this Agreement, the invoice must include the following statement dated and signed by the Consultant: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."
- The payment of invoices shall be subject to the following provisions:
- A. The City shall have the right to suspend the Work to be performed by the Consultant under this Agreement when it deems necessary to protect the City, residents of the City or others who are affected by the Work. If any Work to be performed by the Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services performed prior to the delivery upon the Consultant of the written notice from the City of such suspension.
 - B. The Consultant shall be reimbursed for services performed by any third party independent contractors and/or subcontractors only if the City has authorized the retention of and has agreed to pay such persons or entities pursuant to Section 3B above.
6. **Project Manager and Staffing.** The Consultant has designated Chadd Larson ("Project Contacts") to perform and/or supervise the Work, and as the persons for the City to contact and communicate with regarding the performance of the Work. The Project Contacts shall be assisted by other employees of the Consultant as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. The Consultant may not remove or replace the Project Contacts without the prior approval of the City.
7. **Standard of Care.** All Work performed by the Consultant under this Agreement shall be in accordance with the normal standard of care in Ramsey County, Minnesota, for professional services of like kind.
8. **Audit Disclosure.** Any reports, information, data and other written documents given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available by the Consultant to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. The Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota Government Data Practices Act, to the extent the Act is applicable to data, documents, and other information in the possession of the Consultant.

9. **Termination.** This Agreement may be terminated at any time by the City, with or without cause, by delivering to the Consultant at the address of the Consultant set forth in Provision 26 below, a written notice at least ten (10) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the Consultant shall be paid for services rendered (and reimbursable expenses incurred if required to be paid by the City under this Agreement) by the Consultant through and until the date of termination so long as the Consultant is not in default under this Agreement. If the City terminates this Agreement because the Consultant is in default of its obligations under this Agreement, no further payment shall be payable or due to the Consultant following the delivery of the termination notice, and the City may, in addition to any other rights or remedies it may have at law or in equity, retain another consultant to undertake or complete the Work to be performed hereunder.
10. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. The Consultant shall promptly pay any subcontractor involved in the performance of this Agreement as required by the State Prompt Payment Act.
11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for Work done under this Agreement, and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Consultant further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act.
13. **Assignment.** The Consultant shall not assign this Agreement, nor its rights and/or obligations hereunder, without the prior written consent of the City.
14. **Services Not Provided For.** No claim for services furnished by the Consultant not specifically provided for herein shall be paid by the City.
15. **Compliance with Laws and Regulations.** The Consultant shall abide with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work. The Consultant and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation by the Consultant of statutes, ordinances, rules and regulations pertaining to the Work to be performed shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either parties ability to enforce a subsequent breach.

17. **Indemnification.** To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold the City, and its mayor, council members, officers, agents, employees and representatives harmless from and against all liability, claims, damages, costs, judgments, losses and expenses, including but not limited to reasonable attorney's fees, to the extent caused by the negligent acts of the Consultant, its officers, agents, employees, contractors and/or subcontractors pertaining to the execution, performance or failure to adequately perform the Work and/or its obligations under this Agreement.

18. **Insurance.**

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

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

Worker's Compensation:	Statutory Limits
Commercial General Liability:	\$1,000,000 per occurrence \$1,000,000 general aggregate \$1,000,000 products – completed operations aggregate \$5,000 medical expense
Comprehensive Automobile Liability:	\$1,000,000 combined single limit (shall include coverage for all owned, hired and non-owned vehicles.

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

- (i) Personal injury with Employment Exclusion (if any) deleted;
- (ii) Broad Form Contractual Liability coverage; and
- (iii) Broad Form Property Damage coverage, including Completed Operations.

D. During the entire term of this Agreement, and for such period of time thereafter as is necessary to provide coverage until all relevant statutes of limitations pertaining to the Work have expired, the Consultant shall procure, maintain and pay for professional liability insurance, satisfactory to the City, which insures the payment of damages for liability arising out of the performance of professional services for the City, in the insured's capacity as the Consultant, if such liability is caused by an error, omission, or negligent act of the insured or any person or organization for whom the insured is liable. Said policy shall provide an aggregate limit of at least \$2,000,000.00.

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

- (i) All policies, except the Professional Liability Insurance Policy, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);
- (ii) All policies, except the Professional Liability Insurance Policy and the Worker's Compensation Policy, shall name "the City of Roseville" as an additional insured;
- (iii) All policies, except the Professional Liability Insurance Policy and the Worker's Compensation Policy, shall insure the defense and indemnify obligations assumed by Consultant under this Agreement; and
- (iv) All policies shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City.

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

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

20. **Annual Review.** Prior to January 1 of each year of this Agreement, the City shall have the right to conduct a review of the performance of the Work performed by the Consultant under this Agreement. The Consultant agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the parties shall, if requested by the City, meet and discuss the performance of the Consultant relative to the remaining Work to be performed by the Consultant under this Agreement.

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

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

23. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
24. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
25. **Notices.** Any notice to be given by either party upon the other under this Agreement shall be properly given: a) if delivered personally to the City Manager if such notice is to be given to the City, or if delivered personally to an officer of the Consultant if such notice is to be given to the Consultant, b) if mailed to the other party by United States registered or certified mail, return receipt requested, postage prepaid, addressed in the manner set forth below, or c) if given to a nationally, recognized, reputable overnight courier for overnight delivery to the other party addressed as follows:

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

If to Consultant: Kimley-Horn and Associates
 2550 University Ave West, Suite 238N
 St. Paul, MN 55114
 Attn: Chadd Larson

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

26. **Entire Agreement.** Unless stated otherwise in this Provision 27, the entire agreement of the parties is contained in this Agreement and its exhibits. This Agreement supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein. The following agreements supplement and are a part of this Agreement: none.

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

CITY OF ROSEVILLE

By: _____
Mayor

By: _____
City Manager

Kimley-Horn and Associates

By: _____

Its: _____



October 19, 2016

Mr. Marcus Culver, P.E.
Public Works Director
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

Re: Proposal for Engineering Services
County Road B2 and Snelling Avenue Intersection Improvements – Final Design and
Construction Phase Services

Dear Mr. Culver:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this proposal to the City of Roseville (City) for final design and construction phase services for improvements to the County Road B2 and Snelling Avenue intersection.

Project Understanding

It is our understanding that Jones Lang LaSalle (JLL) is constructing improvements to Rosedale Center which will increase traffic demands at the intersection of County Road B2 and the Southbound (SB) ramps of Snelling Avenue (TH 51). To mitigate the increase in traffic at this intersection, a traffic study prepared by Kimley-Horn and Associates dated August 2015 determined that a second left turn lane was necessary from westbound County Road B2 to the Rosedale Center entrance. Below is a summary of the improvements necessary at this intersection to mitigate the increase traffic demands.

- Construction of a second left turn lane from westbound County Road B2 to the Rosedale Center entrance.
- Modification of the lane geometry on eastbound County Road B2 at the intersection to accommodate the addition westbound left turn lane.
- Sidewalk reconstruction, as necessary, on the south side of the intersection. We have assumed no sidewalk ADA improvements will be necessary on the north side of the intersection.
- Modification to the northbound approach lane geometry to remove the existing pork chop island at the southeast quadrant of the intersection.
- Modification to the existing traffic signal to accommodate the changes in lane geometry. This signal modification includes the replacement of the mast arms for the eastbound and westbound intersection approaches.

The proposed intersection improvements are consistent with the exhibit prepared by Kimley-Horn dated December 3, 2015 and attached to this proposal. We have assumed all improvements will be constructed within existing right-of-way and no easements will be required.

Although only modifications to the existing traffic signal are necessary to accommodate the changes in lane geometry, it is our understanding that MnDOT and Ramsey County prefer the complete replacement of the traffic signal system at this intersection. MnDOT will be funding a portion of the

complete traffic signal replacement which will require a Cooperative Agreement between MnDOT and the City of Roseville.

JLL and the City of Roseville have entered into a Public Improvement Contract (PIC) for the County Road B2 and Snelling Avenue intersection improvements. This contract specifies that the City will design and construct the improvements, which will be funded by JLL through an assessment. The City has requested Kimley-Horn provide final design and construction administration services for the project.

Scope of Services

Kimley-Horn will provide the following final design and construction administration services for the project:

1. Final Design – We will prepare final design plans detailing the proposed intersection improvements. We have assumed the plans will be consistent with MnDOT State Aid requirements. We have assumed that the plans will include up to 50 sheets as follows:
 - State Aid Title Sheet (1 sheet)
 - Statement of Estimated Quantities (1 sheet)
 - Construction Details and Notes (5 sheets)
 - Typical Sections (2 Sheets)
 - Standard Details (5 sheets)
 - Traffic Control Plans (5 sheets)
 - Alignment Plan (1 sheet)
 - Inplace Condition Plan (1 sheet)
 - Removal and Erosion Control Plan (1 sheet)
 - Roadway and Storm Drainage Plan/Profile Sheets (2 sheets)
 - Intersection Details (2 sheets)
 - Signing and Striping Plans and Details (10 sheets)
 - Temporary Traffic Signal Plans (2 sheets)
 - Traffic Signal Plans (10 sheets)
 - Roadway Cross Sections (2 sheets)

A project manual will be prepared including bidding documents, general conditions and technical specifications. Upon completion of the final plans and project manual, we will prepare an engineer's opinion of probable construction cost.

We will prepare a MPCA NPDES permit for construction and prepare a Storm Water Pollution Prevention Plan (SWPPP) for the improvements. We will coordinate with the local watershed as necessary for the project. We have assumed the contractor will submit a permit to work in Ramsey County right-of-way and any other permits necessary for construction.

2. Meetings – We have assumed that we will prepare for and facilitate up to three (3) meetings with City, Ramsey County, and/or MnDOT staff during the design phase of the project.

3. Utility Coordination – We have assumed that we will conduct a Gopher State One Call for utility information and prepare for and facilitate up to two (2) meetings with private utility companies during the design phase of the project.
4. Bidding Phase Services – We will assist in the bidding process for the project including the following:
 - Create a QuestCDN advertisement for bid and upload bidding documents.
 - Respond to contractor questions during the bidding process and prepare any necessary addenda.
 - Prepare a bid tabulation and provide a bid summary letter for the project.
5. Construction Phase Services – We will provide the following construction administration services:
 - Preconstruction Meeting – We will prepare for and facilitate a preconstruction meeting for the project.
 - Construction Administration – We will serve as the project engineer during construction, which includes the following tasks:
 - o Review shop drawings.
 - o Respond to contractor questions during construction.
 - o Facilitate construction meetings, as necessary. (assume up to 3 meetings)
 - o Prepare payment applications and change orders, as necessary.
 - Construction Inspection – We will provide part-time (20 hours/week) on-site construction inspection for the duration of the project based on an assumed 8-week schedule.
 - Construction Staking and Material Testing – We have included an allocation of \$15,000 to provide construction staking and material testing for the project.
 - Upon completion of the improvements, we will prepare as-built drawings.
6. MnDOT Traffic Signal Design – At the request of MnDOT and Ramsey County, we will provide final design for the entire replacement of the traffic signal system. We have assumed that the entire signal system will be upgraded with APS improvements. This task includes the following:
 - Additional final design necessary for a complete traffic signal system placement, including APS improvements. We have assumed the complete signal replacement will require the design of a temporary traffic signal during construction.
 - Additional plan sheets necessary to satisfy the MnDOT Cooperative Agreement process. (these additional plans are already included in the plan sheet count listed in task 1)
 - Additional documents required for the MnDOT Cooperative Agreement submittal including a design memorandum and Transportation Management Plan (TMP).
7. MnDOT Cooperative Agreement Process – We have assumed that the complete traffic signal replacement will require a MnDOT Cooperative Agreement review and approval process. We will submit plans to the City, Ramsey County, and MnDOT for their concurrent review. We will respond to comments and submit revised plans for final review and approval. We have assumed that we will address up to two (2) rounds of reasonable comments concurrently from MnDOT, Ramsey County, and the City of Roseville.

Services Not Included

The following services are not included in this scope of work:

- Topographic field survey
- Geotechnical exploration
- MnDOT geometric layout process
- Utility improvements
- Stormwater treatment design
- Streetlight design
- Landscaping design
- Right-of-way exhibits and/or legal descriptions
- Private development final design
- Design of a trail or sidewalk along the north side of County Road B2

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

Begin Final Design	October 17, 2016
90% Plans for City, Ramsey County, and MnDOT Review	December 2, 2016
Final Plans Approved by All Agencies	February 24, 2017
Bid Opening	March 2017
Construction Begins	May 2017
Construction Complete	July 2017

Fee and Expenses

Kimley-Horn proposes to perform all services for the project on an hourly basis using our current hourly rate schedule. The following is a summary of our estimated costs for the individual work tasks in the Scope of Services.

Work Task	Estimated Fee
1. Final Design	\$ 32,370
2. Meetings	\$ 2,340
3. Utility Coordination	\$ 2,400
4. Bidding Phase Services	\$ 2,960
Expenses	\$ 2,400
Design and Bidding Subtotal	\$ 42,470
5. Construction Phase Services	\$ 47,200
Expenses	\$ 1,940
Construction Phase Subtotal	\$ 49,140

6. MnDOT Traffic Signal Design	\$ 19,760
7. MnDOT Cooperative Agreement Process	\$ 12,540
Expenses	\$ 1,940
MnDOT Coordination Subtotal	\$ 34,240
 Total Project Cost	 \$125,850

Kimley-Horn will not exceed the total amount identified above without authorization from the City. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

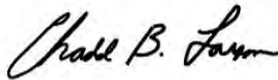
Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the City of Roseville Standard Agreement for Professional Services.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Chadd B. Larson, P.E.
Associate



Jon B. Horn, P.E.
Senior Vice President

Attachments: Detailed Fee Estimate
Intersection Improvement Exhibit dated December 3, 2015

DETAILED ESTIMATED COST SUMMARY
COUNTY ROAD B2 - FINAL DESIGN
ROSEVILLE, MN

PREPARED BY: KIMLEY-HORN AND ASSOCIATES, INC.
PREPARED ON: OCTOBER 11, 2016

TITLE	PROJECT MANAGER	DESIGN ENGINEER	CADD TECHNICIAN	CONSTRUCTION INSPECTOR	SUBCONSULTANT COST	TOTAL COST	TOTAL HOURS
1. FINAL DESIGN							
a) Final Design	24	80	100			\$27,020	204
b) Project Manual	2	32				\$4,840	34
c) Cost Estimate		2	2			\$510	4
TOTAL	26	114	102	0		\$32,370	242
2. MEETINGS							
a) Meetings (Up to 3 meetings)	6	9				\$2,340	15
TOTAL	6	9	0	0		\$2,340	15
3. UTILITY COORDINATION							
a) Utility Coordination	4	12				\$2,400	16
TOTAL	4	12	0	0		\$2,400	16
4. BIDDING PHASE SERVICES							
a) Bidding Phase Services	2	12	8			\$2,960	22
TOTAL	2	12	8	0		\$2,960	22
DESIGN REIMBURSABLE EXPENSES						\$2,400	
DESIGN PROJECT SUBTOTALS	38	147	110	0		\$42,470	295
5. CONSTRUCTION PHASE SERVICES							
a) Construction Administration	4	64	8			\$10,600	76
b) Construction Inspection (20 hours/week for 8 weeks)				160		\$21,600	160
c) Construction Staking and Material Testing					\$15,000	\$0	0
TOTAL	4	64	8	160	\$15,000	\$32,200	236
CONSTRUCTION PHASE REIMBURSABLE EXPENSES						\$1,940	
CONSTRUCTION PHASE PROJECT SUBTOTALS	4	64	8	160		\$49,140	236
6. MNDOT TRAFFIC SIGNAL DESIGN							
a) Traffic Signal Design and MnDOT Plan Sheets	12	60	80			\$19,760	152
TOTAL	12	60	80	0		\$19,760	152
7. MNDOT COOPERATIVE AGREEMENT PROCESS							
a) City, Ramsey County and MnDOT Review (2 Rounds of Comments From MnDOT)	8	30	60	0		\$12,540	98
TOTAL	8	30	60	0		\$12,540	98
MNDOT COORDINATION REIMBURSABLE EXPENSES						\$1,940	
MNDOT COORDINATION PROJECT SUBTOTALS	20	90	140	0		\$34,240	250
PROJECT TOTALS	62	301	258	160		\$125,850	781

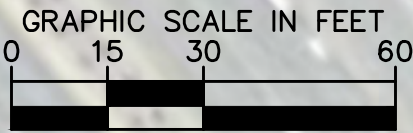
K:\TWC_LDEV\JLL_Rosedale Mall\3 Design\CAD\Exhibits\EX-26 Off-Site Improvements OPC.dwg December 03, 2015 -- 8:32am

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



Kimley»Horn © 2015 KIMLEY-HORN AND ASSOCIATES, INC. 2550 UNIVERSITY AVENUE WEST, SUITE 238N, ST. PAUL, MN 55114 PHONE: 651-645-4197 WWW.KIMLEY-HORN.COM	
IMPROVEMENTS @ CO. RD B2 W AT SELLING AVE (SB)	
ROSDALE CENTER ROSEVILLE, MN	
DATE	12/03/2015
SHEET NUMBER	EX-O-3

K:\TWC_LDEV\JLL_Rosedale Mall\3 Design\CAD\Exhibits\EX-26 Off-Site Improvements OPC.dwg December 03, 2015 -- 8:32am



Attachment B

Kimley»Horn

© 2015 KIMLEY-HORN AND ASSOCIATES, INC.
2550 UNIVERSITY AVENUE WEST, SUITE 238N, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

**IMPROVEMENTS @ CO. RD B2 W
AT SELLING AVE (SB)**

**ROSEDALE CENTER
ROSEVILLE, MN**

DATE
12/03/2015
SHEET NUMBER
EX-O-3

**CITY OF ROSEVILLE
PUBLIC IMPROVEMENT CONTRACT
ROSEDALE EXPANSION SITE**

This PUBLIC IMPROVEMENT CONTRACT ("CONTRACT"), dated _____, is entered into between the CITY OF ROSEVILLE, a Minnesota municipal corporation, of 2660 Civic Center Drive, Roseville, Minnesota 55113 ("CITY"), and PPF RTL ROSEDALE SHOPPING CENTER, LLC, a Delaware limited liability company, by its agent Jones, Lang, LaSalle Properties, 1595 Highway 36 West, with offices at 10 Rosedale Center, Roseville, MN 55113 ("DEVELOPER").

1. Recitals.

- A. On August 7, 2015, the DEVELOPER applied for a Planned Unit Development amendment ("PUD AMENDMENT") for the addition of an approximately 141,000 square foot anchor expansion and two additional outbuildings at the Rosedale Center shopping mall ("ROSEDALE CENTER") on DEVELOPER'S real property legally described in Exhibit A (the "PROPERTY").
- B. In connection with the application for a PUD AMENDMENT, the DEVELOPER hired a traffic consultant to conduct a study of traffic around ROSEDALE CENTER and the impacts from the proposed PUD AMENDMENT (the "TRAFFIC STUDY").
- C. The TRAFFIC STUDY identified that traffic levels at the COUNTY ROAD B2/ SOUTHBOUND TH 51 RAMP/ NORTHWEST MALL ENTRANCE Intersection (the "INTERSECTION") were currently operating at unacceptable levels.
- D. Based on the TRAFFIC STUDY, the CITY determined the following improvements and modifications (the "PUBLIC IMPROVEMENTS"), as depicted in Exhibit B, are necessary at the INTERSECTION, independent of the DEVELOPER's application for the PUD AMENDMENT, for the benefit of ROSEDALE CENTER:
 - 1. Install a second westbound left turn lane;
 - 2. All required improvements necessary to perpetuate the addition of the second westbound left turn lane including, but not limited to:
 - a. Relocation of the eastbound right turn and through lanes;

- b. Reconfiguration of existing northbound free right turn lane into conventional signal controlled right turn lane; and
 - c. Relocation and/or replacement of two traffic signal poles (northwest corner and southeast corner).
- 3. The estimated cost of the PUBLIC IMPROVEMENTS as initially anticipated and based on preliminary analysis by the City and the DEVELOPER is approximately \$400,000.
- E. In order for ROSEDALE CENTER to receive the benefits of the PUBLIC IMPROVEMENTS for ROSEDALE CENTER, ensure the timely and efficient construction of the PUBLIC IMPROVEMENTS, promote an increase in visitors to ROSEDALE CENTER, and minimize disruption to ROSEDALE CENTER, the DEVELOPER agreed to a special assessment to pay for the PUBLIC IMPROVEMENTS as provided herein.
- F. On November 16, 2015, the CITY approved the PUD AMENDMENT and the Planned Unit Development Agreement #15-019 (the "PUD AGREEMENT"), in which the DEVELOPER agreed to dedicate the property necessary for the PUBLIC IMPROVEMENTS, as depicted in Exhibit B.
- 2. **Construction of the PUBLIC IMPROVEMENTS.** The CITY shall install or cause to be installed and pay for the PUBLIC IMPROVEMENTS. The PUBLIC IMPROVEMENTS shall be installed in accordance with CITY standards, ordinances and plans and specifications which have been prepared by a competent registered professional engineer mutually agreed to by the CITY and the DEVELOPER and approved by Ramsey County and MNDOT. The CITY shall construct erosion control measures in accordance with City and Rice Creek Watershed District requirements including Ramsey County Soil and Water Conservation District Best Management Practices. The City shall clean up hazardous materials as necessary according to acceptable Minnesota Pollution Control Agency standards.
- 3. **Developer's Review.** The CITY shall provide all plans and contracts related to the PUBLIC IMPROVEMENTS to the DEVELOPER for review, pricing, and comment at least ten business days prior to being finalized by the CITY. The CITY shall incorporate the DEVELOPER's reasonable comments received no more than seven business days after the plans or contracts are provided to the DEVELOPER. The CITY shall also provide the final pricing to the DEVELOPER for its review and approval prior to awarding the contract. Should the cost of the improvements exceed the originally anticipated \$400,000 estimate plus 10%, the CITY will use its best efforts to work with MNDOT and Ramsey County to secure funding to offset the difference or to value engineer the design to reduce the assessed amount to as close to the originally anticipated amount as possible.

Pursuant to CITY Procedures, this item will be presented to the City Council at the time of advertisement for bid and at the time of contract award. The DEVELOPER reserves the right to appeal to the City Council at either of these points to seek funding assistance from the CITY if the cost of the PUBLIC IMPROVEMENTS exceed \$400,000 plus 10%. The CITY will notify the DEVELOPER at least one week in advance of this item appearing on the City Council agenda. In all cases, the parties expressly understand that no expectation of CITY funding assistance is contemplated or assured, and DEVELOPER shall have no right to appeal the assessment under Minnesota Statute Section 429.081. In the event the City Council does not approve CITY funding assistance and other funding sources do not materialize, DEVELOPER shall approve in a separate written document, a further waiver of the right of appeal as contemplated by Minnesota Statute Section 462.3531(2), up to the final, total Project cost (the "SUBSEQUENT WAIVER").

4. **Assessments.** As reimbursement for the costs of the PUBLIC IMPROVEMENTS, the DEVELOPER agrees to have the total cost of the PUBLIC IMPROVEMENTS assessed to the PROPERTY.

The DEVELOPER agrees to an assessment of all of the costs associated with the construction of the PUBLIC IMPROVEMENTS, and including engineering reports, consultant costs related to the design, inspection and contract administration of the PUBLIC IMPROVEMENTS, and associated reasonable CITY staff time (the "ASSESSMENT"). The ASSESSMENT amount agreed to for purposes of Minnesota Statute Section 462.3531 is up to \$440,000, subject to modification by a SUBSEQUENT WAIVER. The ASSESSMENT shall be assessed against the PROPERTY without the necessity of any public hearings or other applicable assessment proceedings as set forth under Minnesota Statutes Chapter 429. The DEVELOPER expressly waives objection to any irregularity with regard to the ASSESSMENT and any claim that the amount thereof levied against the PROPERTY is excessive, together with all rights to any proceedings or hearings under Minnesota Statutes Chapter 429, and all rights to appeal in the courts. Notice shall be provided to the DEVELOPER of the cost after the project has been awarded for construction. The DEVELOPER retains all rights and makes no waiver with regard to any costs or improvements not expressly provided for in this CONTRACT.

5. **Payments.** The ASSESSMENT will be spread over ten (10) years with a five percent (5%) interest rate accruing beginning on the first day of the year after such date as the CITY accepts the Improvements from its contractor and the project area is open to traffic, estimated to be 2018. If the DEVELOPER fails to make any payments of the ASSESSMENT when due, the CITY may take all necessary enforcement action, including the right to impose penalties and interest due and to commence judicial action to collect the payment. The DEVELOPER, at its sole discretion, may prepay the ASSESSMENT at no penalty.
6. **ASSESSMENT Process.** The parties shall cooperate with the Ramsey County Assessor's office and other County officials as necessary to effectuate the terms of this CONTRACT.

7. **Priority of ASSESSMENT.** Pursuant to Minnesota Statutes section 514.67, the ASSESSMENT against the PROPERTY shall constitute and be a first and prior lien on the PROPERTY.
8. **Rights of Public.** The DEVELOPER does not intend that the public should have any interest in the above described land by virtue of this CONTRACT. It is expressly agreed by and between the parties hereto that the DEVELOPER retain ownership of the PROPERTY and all incidents of ownership. The DEVELOPER does not intend that the public should have any interest in the land or right to trespass thereon by virtue of this CONTRACT or otherwise, except as herein set forth.
9. **Time of Performance.** The CITY shall construct the PUBLIC IMPROVEMENTS by September 1, 2017. The CITY may, however, forward a request for an extension of time to the DEVELOPER, such extension to be approved or denied by the DEVELOPER within two weeks of the request.
10. **License.** The DEVELOPER hereby grants the CITY, its agents, employees, officers and contractors a license to enter the PROPERTY as necessary to perform the installation of the PUBLIC IMPROVEMENTS. The license shall expire after the project has been completed. The CITY shall cooperate with DEVELOPER's requests with regard to the exercise of this license.
11. **Ownership of Improvements.** Upon completion of the PUBLIC IMPROVEMENTS, the PUBLIC IMPROVEMENTS lying within public rights-of-way and easements shall become CITY or Ramsey County property without further notice or action.
12. **Warranty.** The CITY administered improvements will require a one year warranty period from the Contractor to which the Public Contract is awarded.
13. **Responsibility for Costs.**
 - A. Except as otherwise specified herein, the ASSESSMENT shall include all costs incurred by or for the CITY in conjunction with the construction of the PUBLIC IMPROVEMENTS, including but not limited to, Soil and Water Conservation District charges, legal, planning, engineering, construction and inspection expenses incurred in connection with the construction of the PUBLIC IMPROVEMENTS, and the enforcement of this CONTRACT.
 - B. The DEVELOPER shall not be responsible for, and the ASSESSMENT shall not include, any costs incurred by the CITY as a result of the CITY's negligence, claims for workers compensation, or claims made by third parties for damages sustained or costs incurred resulting from the PUBLIC IMPROVEMENTS.

- C. Nothing herein shall be construed to waive any other applicable charges may be imposed on DEVELOPER related to the PUD AMENDMENT, but not limited to, sewer availability charges ("SAC"), CITY water connection charges, CITY sewer connection charges, CITY storm water connection charges and building permit fees.

14. Miscellaneous.

- A. Third parties shall have no recourse against the CITY or the DEVELOPER under this CONTRACT.
- B. If any portion, section, subsection, sentence, clause, paragraph or phrase of this CONTRACT is for any reason held invalid, such decision shall not affect the validity of the remaining portions of this CONTRACT.
- C. The action or inaction of the CITY shall not constitute a waiver or amendment to the provisions of this CONTRACT. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The CITY's failure to promptly take legal action to enforce this CONTRACT shall not be a waiver or release.

15. This CONTRACT will be filed with the offices of the Ramsey County Recorder and the Ramsey County Registrar of Titles. This CONTRACT's effectiveness is contingent upon the City Attorney's approval of the PROPERTY title at the time of filing.

16. This CONTRACT shall be binding upon and inure to the benefit of the CITY and the DEVELOPER and their successors and assigns, and all future owners of all or any part of the PROPERTY, and shall be deemed to be covenants running with the land.

- A. Each right, power or remedy herein conferred upon the CITY is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to the CITY, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the CITY and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- B. The DEVELOPER may not assign this CONTRACT without the written permission of the City Council.

17. **Notices.** Required notices to the DEVELOPER shall be in writing, and shall be either hand delivered to the DEVELOPER, its employees or agents, or mailed to the DEVELOPER by registered mail at the following address:

Jennie P. Friend, Executive Director
Morgan Stanley, Real Estate Investing

1585 Broadway, 37th Floor
New York, NY 10036

with copies to

Bill Moston
JLL Americas Retail
200 E. Randolph Drive
Chicago, IL 60601

Mark Hamel
Dorsey & Whitney LLP
50 South Sixth Street
Suite 1500
Minneapolis, MN 55402

Notices to the CITY shall be either hand delivered or mailed to the CITY by registered mail in care of the City Engineer at the following address:

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

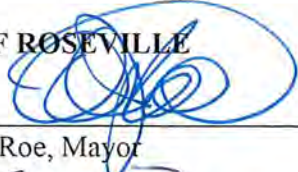
with a copy to

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

[The remainder of this page left blank]

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF ROSEVILLE

By: 

Dan Roe, Mayor

By: 

Patrick Trudgeon, City Manager

**DEVELOPER
PPF RTL ROSEDALE SHOPPING
CENTER, LLC**

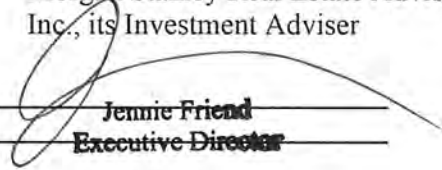
By: PPF Retail, LLC, its sole member

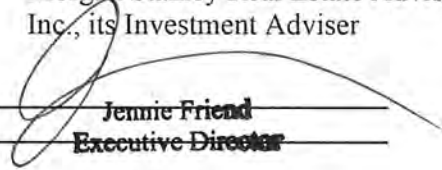
By: PPF OP, LP, its sole member

By: PPF OPGP, LLC, its General Partner

By: Prime Property Fund, LLC its sole member

By: Morgan Stanley Real Estate Advisor, Inc., its Investment Adviser

By: 

Its: 

Jennie Friend

Executive Director

STATE OF MINNESOTA)
COUNTY OF Ramsey) SS

The foregoing instrument was acknowledged before me this 26 day of June, 2016, by Dan Roe, Mayor, and Patrick Trudgeon, City Manager, of the City of Roseville, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public



STATE OF New York)
COUNTY OF New York) SS

The foregoing was acknowledged before me on June 9, 2016, by Jennie Friend, the Executive Director of PPF RTL ROSEDALE SHOPPING CENTER, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public



THIS INSTRUMENT WAS DRAFTED BY:

DORSEY & WHITNEY LLP
Suite 1500, 50 South Sixth Street
Minneapolis, MN 55402-1498
612-340-2600

EXHIBIT A

Legal Description

Parcel 1

Lot 3, Block 1, Rosedale Center Fifth Addition

Parcel 2

Lot 4, Block 1, Rosedale Center Fourth Addition

EXHIBIT B
Public Improvements

The public improvements are generally depicted in the following plan sheet.



IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA

JOHN EDGAR HOOVER, Plaintiff,
vs.
UNITED STATES DEPARTMENT OF JUSTICE, Defendant.

JOHN EDGAR HOOVER, Plaintiff,
vs.
UNITED STATES DEPARTMENT OF JUSTICE, Defendant.

REQUEST FOR COUNCIL ACTION

Date: October 24, 2016
Item No.: 8.e

Department Approval

City Manager Approval



Item Description: 2016 Policy Priority Planning Document Update

BACKGROUND

On December 7, 2015, the City Council adopted the 2016 Policy Priority Plan (PPP) with two strategic priorities, Housing and Economic Development and Infrastructure Sustainability. The City Council identified strategic initiatives for each strategic priority along with goals/focus areas for each initiative. Below is a listing of the strategic priorities and initiatives.

This RCA is intended to provide the City Council with an update on the progress and achievement of benchmarks identified in the 2016 PPP. Staff has provided information with the RCA regarding the status of the 2016 priorities. It is not the intent of this update to provide for a deep discussion of each and every strategic initiative, but is an opportunity for staff share the progress towards meeting the objectives contained in the 2016 PPP and allow the City Council to ask questions and provide guidance on the strategic priorities. It should also be noted that the many of the strategic initiative items have already or will shortly be on the City Council agenda for further discussion and decision making.

3rd Quarter updates are shown in italics on Attachment B.

POLICY OBJECTIVE

Accomplishing strategic priorities will allow the City to deliver services and programs in a planned and targeted way.

FINANCIAL IMPACTS

As each priority is carried out, there may be implementation costs. Costs will be identified as the strategic priorities and initiatives are considered.

STAFF RECOMMENDATION

Staff recommends the City Council receive the 2016 Policy Priority Planning 3rd Quarter Update.

REQUESTED COUNCIL ACTION

The City Council should receive the 2016 Policy Priority Planning 3rd Quarter Update

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

Attachments: A: Adopted 2016 City Priority Plan

B. 2016 City Priority Plan Update



City Priority Plan 2016

Approved December 7, 2015

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

Housing and Economic Development

Infrastructure Sustainability.

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

Housing and Economic Development Strategic Initiatives

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

Infrastructure Sustainability Strategic Initiatives

- Categorize Infrastructure Condition
- Ensure Capital Improvement Funding

Roseville City Priority Plan 2016

Strategic Priority: Housing and Economic Development

Strategic Initiative: Focus on Southeast Roseville

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

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

Measure of Success (e.g. In 2016, 96 building permits were issued in SE Roseville with estimated valuation increase of \$1.2M

Roseville City Priority Plan 2016

Strategic Priority: Housing and Economic Development

Strategic Initiative: Focus on Southeast Roseville

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

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

Measures of Success

Roseville City Priority Plan 2016

Strategic Priority: Housing and Economic Development

Strategic Initiative: Foster Twin Lake Redevelopment

Desired Outcomes: Create 50 living wage jobs

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

Measures of Success

Roseville City Priority Plan 2016

Strategic Priority: Housing and Economic Development

Strategic Initiative: Create Move-Up Housing Opportunities

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

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

Measures of Success

Roseville City Priority Plan 2016

Strategic Priority: Housing and Economic Development

Strategic Initiative: Increase Residential Housing Values

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

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

Measures of Success

Roseville City Priority Plan 2016

Strategic Priority: Housing and Economic Development

Strategic Initiative: Facilitate City-wide Economic Development

Desired Outcomes: _____

Goals/Focus Area	Responsible Staff/Commission	Timeline	Status
	Staff Lead: Community Development Supporting Staff: City Manager, Finance Department Commissions: EDA Others: Consultants	1st Quarter, 2016 Develop goals, objectives, and outcomes for economic development in Roseville 2nd Quarter, 2016 3rd Quarter, 2016 4th Quarter, 2016 2017 and Beyond	

Measures of Success

Roseville City Priority Plan 2016

Strategic Priority: Infrastructure Sustainability

Strategic Initiative: Categorize Infrastructure Condition

Desired Outcomes: Adopted Standards for each asset category

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

Measures of Success

Roseville City Priority Plan 2016

Strategic Priority: Infrastructure Sustainability

Strategic Initiative: Ensure Capital Improvement Funding

Desired Outcomes: Adopted comprehensive infrastructure plan and funding strategy

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

Measure of Success

2016 Roseville City Priority Plan 3rd Quarter Status Update

Strategic Priority: Housing and Economic Development

Strategic Initiative: Focus on Southeast Roseville

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

Goals/Focus Area	Timeline	Update
Create Southeast Roseville Redevelopment Plan	1st Quarter, 2016 - Identify Stakeholders - Identify Issues - Review Roseville HRA initiatives in area - Review Smart Growth America report - Develop Plan Scope based on above input 2nd Quarter, 2016 - Issue RFP - Hire Consultant 3rd Quarter, 2016 - Begin Planning Process 4th Quarter, 2016 - Complete Planning Process by end of the year. 2017 and Beyond Implement Southeast Roseville Redevelopment Plan	1st Quarter, 2016- - Identify Stakeholders (attachment A) - Identify Issues and Develop Plan Scope - At the April 11, 2016 City Council meeting, staff received direction that SE Roseville would focus on areas that border Larpenteur and Rice Street. Council discussed a visioning plan that included a hybrid model that combined the CDI process with a Design Charrette - Review Smart Growth America Report - Summary Report was included in the April 11 Council Packet discussing Southeast Roseville 2nd Quarter, 2016- - Representatives from Roseville, Saint Paul, and Maplewood are collaborating with Ramsey County on ways to revitalize the Larpenteur Avenue and Rice Street corridors. The revitalization efforts have been coordinated by the St. Paul Area Chamber of Commerce. A Community Kick-Off is scheduled for July 27 to gather input regarding opportunities and possibilities for the area. - Community Development has created a dedicated webpage (www.cityofroseville.com/southeast) for Southeast Roseville as well as a subscription list for residents/interested parties to receive updates and information when things are happening in the area.

		3rd Quarter, 2016 • <i>The Kick-Off meeting for Rice/Larpenteur was well attended, and the Rice/Larpenteur Corridor Planning Team is in motion to ramp up planning/visioning efforts for the corridor. The next planning meeting is scheduled for October 27 to discuss hiring a Project Manager.</i> • <i>Input still needs to be solicited from the business community, and from representatives of the Karen community.</i> • <i>The City of Roseville has closed on 1716 Marion St. for the purpose of a neighborhood park. A parking encroachment will be removed in November. City staff are currently discussing a timeline for soliciting community input.</i> • <i>City Staff met with MetroTransit in September to discuss expanding bus services East-West along Larpenteur Ave. MetroTransit were open to exploring reconfigurations of bus routes to better serve the area. City Staff are exploring dates to meet with MetroTransit, the City of St. Paul, and the Charter School of Excellence (located at the old Linders site). The goal would be to explore how a bus turnaround could be included in the redevelopment plan to allow for expanded bus service along Larpenteur Ave.</i> • <i>TIF 12 is set to expire at the end of 2016. The City Council will be considering amending the TIF Plan of the redevelopment district to dedicate funds to Southeast Roseville. The current balance is estimated at \$830,000.</i>

2016 Roseville City Priority Plan 3rd Quarter Status Update

Strategic Priority: Housing and Economic Development

Strategic Initiative: Focus on Southeast Roseville

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

Goals/Focus Area	Timeline	Update
Formalize Karen Southeast Roseville Working Group	1st Quarter, 2016 - Continue Karen Working Group - Continue working sub-committees (Educational, Community Garden, Recreational Opportunities) 2nd Quarter, 2016 - Continue Karen Working Group - Continue working sub-committees 3rd Quarter, 2016 - Continue Karen Working Group - Continue working sub-committees - Participate in SE Roseville Planning Process 4th Quarter, 2016 - Participate in SE Roseville Planning Process - Report to City Council on work completed and new initiatives needed. 2017 and Beyond - Continue to meet to address issues as needed.	1st Quarter, 2016- - Karen Interagency Group met January 26, 2016 -Initiatives included: <u>Rental Rights & Awareness</u> ECHO Video broadcast April 4 on MN Channel <u>Recreation Opportunities</u> Entered Into a Purchase Agreement at 1716 Marion St. for Park and Play Space for 200+ youth. U.S. Bank/CDBG Grants to be Decided in May. <u>Safe Pathways/Community Gardens</u> CDBG dollars secured for Larpenteur pathway connection. Community Garden Sub-Group/Lake McCarrons Neighborhood Association organized Rice St. Gardens in Maplewood. Almost all of the 200 plots for garden space have been designated. - Karen Interagency Group Scheduled to Meet on April 26, 2016 *On April 26 the group will discuss moving towards Southeast Roseville interagency work that includes reinvestment/redevelopment opportunities for the area. 2nd Quarter, 2016 <u>Community Outreach with ECHO</u> Rental Rights and Responsibilities Video promotion with HousingLink and City Manager attendance at Hmongtown Festival on June 25. Article about

		Roseville's efforts appeared in July/August issues of Minnesota Cities magazine. • <u>Recreation Opportunities</u> Due-diligence is being done on the Purchase Agreement for 1716 Marion St. for Park and Play Space for 200+ youth. CDBG funds were awarded of \$117,400. US Bank grant application was not awarded. • <u>Safe Pathways/Community Gardens</u> RFP for improvements of the pathway was done and two bids came back significantly over budget. Rebidding will be done later in 2016. Community Garden has the growing season along the way. • <u>Karen Interagency Group</u> Met on April 26, 2016 to discuss the SE Roseville process that is being done with Maplewood, St. Paul, and Ramsey County. The next meeting is the community meeting scheduled for July 27, 2016 at Galilee Church from 6pm-7:30pm. A follow-up meeting with the Karen Interagency Group may be scheduled pending the input received at the kick-off meeting, and subsequent meetings are established/defined. 3rd Quarter, 2016 <u>Community Outreach with ECHO</u> • <i>The City Manager has continued to advocate and promote the Rental Rights and Responsibilities video at public events.</i> • <i>The City of Roseville hosted its first Property Managers Meeting which allowed for various departments to walk through the Rental Licensing Program, and to be available for questions. The meeting was well attended, and Bridget Ehrman-Solberg of the International Institute (II) presented information on resources available to refugees when they begin to rent. II has been a tremendous partner in the Karen Interagency Group, and we were pleased to make this connection. City Staff also emphasized the benefits of new renters viewing the ECHO video to help property managers establish expectations of their tenants.</i> <u>Recreation Opportunities</u> • <i>The City of Roseville closed on 1716 Marion St. and will begin to develop a timeline to solicit input for park/playground space.</i>

		<u>Safe Pathways/Community Gardens</u> • <i>Re-bidding for Larpeur Pathway improvements will be explored at the end of the year.</i> <u>Karen Interagency Group</u> • <i>Karen Interagency Group met in August and discussed corridor planning work being explored in the SE Roseville area. International Institute provided information into staffing changes in the organization. The Karen Interagency Group expressed interest in assisting the City in navigating the 1716 Marion St. park planning process.</i>

2016 Roseville City Priority Plan 3rd Quarter Status Update

Strategic Priority: Housing and Economic Development

Strategic Initiative: Foster Twin Lake Redevelopment

Desired Outcomes: Create 50 living wage jobs

Goals/Focus Area	Timeline	Update
Establish Twin Lakes Economic Development Program	1st Quarter, 2016 - Complete Twin Lakes Brownfield Action Plan - Review best practices and options for incentivizing economic development in Twin Lakes 2nd Quarter, 2016 - Adopt Twin Lakes Incentive Program 3rd Quarter, 2016 4th Quarter, 2016 2017 and Beyond .	1st Quarter, 2016- On March 14 the City Council received a presentation from Terracon Consultants providing an overview on the environmental information gathered and retained for properties in Twin Lakes. The information currently links to an interactive map that the City can use to get a snapshot of environmental work/clean up that has been performed on each site. City Staff plans to work with our Economic Development Consultant to determine best incentive programs for future development opportunities in Twin Lakes. 2nd Quarter, 2016- EDA discussed priorities with an economic development consultant and determined that policy development was the top priority for the remainder of 2016. Community Development staff are working with an economic development firm to guide a discussion on policy development at the upcoming August 8, 2016 City Council meeting. The EDA will discuss Economic Development incentive programs for future development requests in Roseville, and Twin Lakes. <i>3rd Quarter, 2016-</i> <i>The EDA has reviewed and approved a public financing/business subsidy policy that will aide in reviewing public assistance applications city-wide.</i> <i>The completion of the Twin Lakes Parkway may serve as a catalyst to property</i>

		<i>owners interested in redeveloping property in the area.</i> <i>Calyxt is still moving forward with Phase II to build their offices next year which will bring higher-wage jobs to Twin Lakes.</i> <i>2785 Fairview has sold to a new owner. In the short term the property will remain as a trucking terminal, however the new owner is exploring multiple uses including office space for the area.</i>

2016 Roseville City Priority Plan 3rd Quarter Status Update

Strategic Priority: Housing and Economic Development

Strategic Initiative: Create Move-Up Housing Opportunities - **Initiative Deemed Complete**

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

Goals/Focus Area	Timeline	Update
Establish Move-Up Housing Program	1st Quarter, 2016 - Review housing demand in Roseville 2nd Quarter, 2016 - Create draft guidelines for Move-Up Housing program - Identify potential priority infill target sites. 3rd Quarter, 2016 - Adopt guidelines for Move-Up Housing Program 4th Quarter, 2016 2017 and Beyond	1st Quarter, 2016- - City Staff has reviewed the 2013 Comprehensive Housing Study and the St. Paul Area Association of Realtor's Quarterly Report. - Staff has valuation data for new construction homes for last five years. Most homes being constructed have been valued between \$350,000 - \$600,000 - Community Development Staff is gathering and reviewing data regarding housing Roseville in anticipation of the discussion about housing in May. 2nd Quarter, 2016- <i>On June 21, City Staff presented the EDA with the permit history of homes that have been built over the last 5 years, as well as data of projected homes to be built out over 2016/2017.</i> <i>78 new homes were built over last 5 years with home value over \$350,000</i> <i>44+ new homes are projected to be built through 2017.</i> <i>Consensus was that market place is taking care of move-up housing.</i>

2016 Roseville City Priority Plan 3rd Quarter Status Update

Strategic Priority: Housing and Economic Development

Strategic Initiative: Increase Residential Housing Values

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

Goals/Focus Area	Timeline	Update
Establish Housing Value Support Program	1st Quarter, 2016 2nd Quarter, 2016 - Review factors in determining housing values 3rd Quarter, 2016 - Review existing programs (NEP, Rental Licensing, and Rental Registration) for effectiveness and impact to property values. - Explore other methods and programs to increase housing values. 4th Quarter, 2016 - Implement changes to existing programs and adopt new programs as determined. 2017 and Beyond - Track effectiveness of City programs to housing values.	1st Quarter, 2016- City Staff will present an overview to the City Council of existing housing programs/activity levels in May. 2nd Quarter, 2016- - City Staff presented an overview to the EDA of existing housing programs/activity levels at the EDA meeting May 25, 2016. - Further discussions of other programs were brought back at the EDA meeting on June 21, 2016. There was not additional direction given to add any more housing programs but to sustain the current ones that the EDA administers. 3rd quarter objectives have been completed. 3rd Quarter, 2016 <i>As noted above 3rd quarter objectives have been completed however EDA staff has been discussing desired outcomes with Ramsey County Assessor's office. Further information will be coming forward to the Council in the 4th quarter related to what the City can do to increase valuation of properties.</i>

2016 Roseville City Priority Plan 3rd Quarter Status Update

Strategic Priority: Housing and Economic Development

Strategic Initiative: Facilitate City-wide Economic Development

Desired Outcomes: 2016 Policies and Processes for Economic Development
 2017 Implement Policies and Programs for Economic Development

Goals/Focus Area	Timeline	Update								
	1st Quarter, 2016 - Develop goals, objectives, and outcomes for economic development in Roseville 2nd Quarter, 2016 - Discussed and Determined economic development priorities 3rd Quarter, 2016 - Adopt policies and implement programs as determined from 2nd quarter meeting 4th Quarter, 2016 - Adopt 2017 EDA Budget 2017 and Beyond	1st Quarter, 2016- Community Development staff will work with the Economic Development Consultant to identify for the purpose of developing a city-wide economic development strategy. The tentative timeline is as follows: <table><tr><td>April 11</td><td>Authorize Entering into a Professional Services Contract with Economic Development Services, Inc.</td></tr><tr><td>April 18</td><td>Introduction and Discussion (First-Touch) with Ms. Janna King</td></tr><tr><td>May 23</td><td>Receive Draft ED Strategy (Second-Touch)</td></tr><tr><td>June 13</td><td>Approve ED Strategy and Determine Resources/Funding/Staffing Needs to Achieve Objectives</td></tr></table> 2nd Quarter, 2016 June 21, 2016 EDA meeting established priorities for the EDA in 2016 and 2017 that helped to develop the Desired Outcomes for the strategic priority of Housing and Economic Development. The following direction was given to staff to complete in 2016: Business Subsidy Policy	April 11	Authorize Entering into a Professional Services Contract with Economic Development Services, Inc.	April 18	Introduction and Discussion (First-Touch) with Ms. Janna King	May 23	Receive Draft ED Strategy (Second-Touch)	June 13	Approve ED Strategy and Determine Resources/Funding/Staffing Needs to Achieve Objectives
April 11	Authorize Entering into a Professional Services Contract with Economic Development Services, Inc.									
April 18	Introduction and Discussion (First-Touch) with Ms. Janna King									
May 23	Receive Draft ED Strategy (Second-Touch)									
June 13	Approve ED Strategy and Determine Resources/Funding/Staffing Needs to Achieve Objectives									

		• Acquisition Policy Framework • Market Research • SE Roseville Visioning • Visitation Program 3rd Quarter, 2016 • <i>A public financing/business subsidy policy has been adopted by the City Council/EDA on October 17, 2016.</i> • <i>The Acquisition Framework is scheduled for discussion with the City Council on November 7</i> • <i>Market Research will begin through the Urban Land Institute's Navigating Your Competitive Future discussion with the EDA in early 2017.</i> • <i>SE Roseville visioning is underway.</i> • <i>The EDA on August 29, 2016 adopted a Business Visitation Program. The following has been completed in 3rd quarter:</i> ○ <i>Intern verified businesses in community.</i> ○ <i>Completed Access database for retaining business information.</i> ○ <i>Sign agreement with MN Chamber to use Salesforce software and interview survey.</i>

2016 Roseville City Priority Plan 3rd Quarter Status Update

Strategic Priority: Infrastructure Sustainability

Strategic Initiative: Categorize Infrastructure Condition

Desired Outcomes: Adopted Standards for each asset category

Goals/Focus Area	Timeline	Update
Establish measure of effectiveness for each infrastructure asset.	1st Quarter, 2016 - Research industry acceptable standards. - Create draft baseline standards for Roseville infrastructure. 2nd Quarter, 2016 - Review draft baseline standards for Roseville infrastructure with Commissions. - Adopt new baseline standards for Roseville infrastructure 3rd Quarter, 2016 4th Quarter, 2016 2017 and Beyond - Implement and utilize Roseville infrastructure standards.	1st Quarter, 2016 - Both Public Works and Parks and Recreation Departments have been researching and drafting base standards for its infrastructure. See attached drafts of standards. Next steps are to review these draft standards with the appropriate commission. 2nd Quarter, 2016 - Overview of City Asset Management Program and of Parks and Recreation related asset categories and parameters presented to the Parks and Recreation Commission in June 2016. The Commission had a preliminary discussion on the information and will continue the discussion at future meetings. - The Public Works Department will be presenting an overview of the Public Works Asset Management Program and the Draft Infrastructure Rating System to the Public Works, Environment and Transportation Commission on Tuesday, July 26th. 3rd Quarter, 2016 <i>Parks and Recreation is reviewing and incorporating general input from staff and the Parks and Recreation Commission. Further discussions are expected with the Commission.</i> <i>Public Works presented the Draft Infrastructure Rating System to the PWET Commission in July and is incorporating their comments into the final version as well as the data within the asset management system. Staff continues to add assets to the PubWorks Asset Management program and derive preliminary condition ratings for the assets in the system.</i>

2016 Roseville City Priority Plan 3rd Quarter Status Update

Strategic Priority: Infrastructure Sustainability

Strategic Initiative: Ensure Capital Improvement Funding

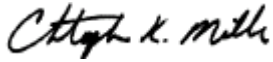
Desired Outcomes: Adopted comprehensive infrastructure plan and funding strategy

Goals/Focus Area	Timeline	Update
Establish enterprise-wide consistency for asset management plan implementation	1st Quarter, 2016 - Complete city-wide implementation of asset management program. - Review asset needs and costs. 2nd Quarter, 2016 3rd Quarter, 2016 - Utilize newly adopted infrastructure standards to plan for capital improvement funding. - Review infrastructure and funding needs with Commissions. 4th Quarter, 2016 2017 and Beyond	1st Quarter, 2016 - Infrastructure has been catalogued throughout the city. Staff has drafted a City of Roseville Assessment Program policy that talks about the components and methodology of managing the City's assets. See attached policy. 2nd Quarter, 2016 - Staff continues to work to incorporate updated and accurate asset data into the various Asset Management tracking programs and databases. The Public Works department has been able to use updated data to modify the short term Capital Improvement Program particularly for the street pavement, water utility and sanitary sewer utility assets. 3rd Quarter, 2016 <i>Parks and Recreation has updated the asset categories in the various tracking methods and is using it to plan for capital improvement funding. The Public Works Department has completed condition surveys for all of the local streets and pathways this year allowing us to use data no older than two years old for review of pavement conditions. The department also has preliminary condition ratings for water main, sanitary sewer, retaining walls, hydrants, and stormwater ponds. All of these updated ratings were used to define the 2017 and preliminary 2018 work plans.</i>

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 10/24/16
Item No.: 8.f

Department Approval



City Manager Approval



Item Description: Receive 2016 3rd Quarter Financial Report

BACKGROUND

In an effort to keep the Council informed on the City's financial condition and budget performance, a comparison of the 2016 revenues and expenditures for the period ending September 30, 2016 (*unaudited*) is shown below. This comparison is presented in accordance with the City's Operating Budget Policy, which reads in part as follows:

The Finance Department will prepare regular reports comparing actual expenditures to budgeted amounts as part of the budgetary control system. These reports shall be distributed to the City Council on a periodic basis.

The comparisons shown below includes those programs and services that constitute the City's core functions and for which changes in financial trends can have a near-term impact on the ability to maintain current service levels. Programs such as debt service and tax increment financing which are governed by pre-existing obligations and restricted revenues are not shown. In addition, expenditures in the City's vehicle and equipment replacement programs are not shown as these expenditures are specifically tied to pre-established capital reserve funds. Unlike some of the City's operating budgets, these reserve funds are not typically susceptible to year-to-year fluctuations. In these instances, annual reviews are considered sufficient.

The information is presented strictly on a cash basis which measures only the *actual* revenues that have been deposited and the *actual* expenditures that have been paid. This is in contrast with the City's audited year-end financial report which attempts to measure revenues earned but not collected, as well as costs incurred but not yet paid.

It should be noted that some of the City's revenue streams such as property taxes, are non-recurring or are received intermittently throughout the year. This can result in wide revenue fluctuations from month to month. In addition, some of the City's expenditures are also non-recurring and subject to wide fluctuations. To accommodate these differences, a comparison is made to historical results to identify whether any unusual trends exist.

Citywide Financial Summary

The following table depicts the 2016 revenues and expenditures for the fiscal period ending September 30, 2016 for the City's core programs and services (unaudited).

	2016	2016	%	%	
	<u>Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Expect.</u>	<u>Diff.</u>
Revenues					
General property taxes	\$ 13,498,720	\$ 8,792,263	65.1%	51.4%	13.7%
Intergovernmental revenue	2,852,120	1,710,172	60.0%	61.1%	-1.2%
Licenses & permits	1,617,000	1,811,909	112.1%	72.4%	39.7%
Charges for services	18,653,960	13,449,113	72.1%	55.5%	16.6%
Fines and forfeits	240,000	74,533	31.1%	60.1%	-29.0%
Cable franchise fees	445,000	217,575	48.9%	51.6%	-2.7%
Rentals / Lease	-	41,067	0.0%	0.0%	n/a
Donations	-	42,170	0.0%	0.0%	n/a
Interest earnings	95,300	-	0.0%	0.0%	n/a
Miscellaneous	1,352,500	1,021,255	75.5%	58.4%	17.1%
Total Revenues	\$38,754,600	\$27,160,057	70.1%	55.3%	14.8%
Expenditures					
General government	\$ 2,239,515	\$ 1,633,208	72.9%	73.1%	-0.2%
Public safety	9,103,645	6,520,126	71.6%	69.7%	1.9%
Public works	2,795,975	1,757,043	62.8%	70.6%	-7.7%
Information technology	2,250,020	1,663,493	73.9%	68.6%	5.3%
Communications	506,275	382,313	75.5%	86.1%	-10.6%
Recreation	4,551,710	3,125,654	68.7%	66.8%	1.8%
Community Development	1,601,420	987,676	61.7%	75.0%	-13.3%
License Center	1,877,625	1,279,513	68.1%	65.6%	2.5%
Sanitary Sewer	5,958,950	3,836,037	64.4%	72.9%	-8.5%
Water	8,088,750	5,124,205	63.3%	55.2%	8.1%
Storm Drainage	2,122,300	1,935,171	91.2%	59.9%	31.3%
Golf Course	369,150	255,708	69.3%	67.0%	2.3%
Recycling	492,210	369,050	75.0%	74.1%	0.9%
Total Expenditures	\$41,957,545	\$28,869,197	68.8%	66.5%	2.3%

Table Comments:

- ❖ '% Actual' column depicts the percentage spent compared to the budget
- ❖ '% Expect' column depicts the percentage of expenditures we normally incur during this period as measured over the previous 3 years
- ❖ 'Diff' column depicts the difference between the percentage actually spent and the percentage we typically incur. A percentage difference of 10% or more in this column would be considered significant

Revenue and Expenditure Comments

Overall, revenues were higher than expected while expenditures were near expected levels. Greater detail can be found in the individual Fund summaries below.

General Fund Summary

The following table depicts the 2016 financial activity for the General Fund for the fiscal period ending September 30, 2016 (unaudited). The General Fund includes the activities associated with the City's police, fire, streets, administration & finance, legal, nuisance code enforcement, and other general functions.

	2016	2016	%	%	
	<u>Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Expect.</u>	<u>Diff.</u>
Revenues					
General property taxes	\$ 10,771,905	\$ 7,238,937	67.2%	51.6%	15.6%
Intergovernmental revenue	1,002,000	394,625	39.4%	37.6%	1.8%
Licenses & permits	403,500	186,241	46.2%	36.0%	10.1%
Charges for services	123,730	194,889	157.5%	89.8%	67.7%
Fines and forfeits	240,000	74,533	31.1%	60.1%	-29.0%
Donations	-	-	0.0%	0.0%	0.0%
Interest earnings	30,000	-	0.0%	0.0%	0.0%
Miscellaneous	1,192,500	894,025	75.0%	35.8%	39.2%
Total Revenues	\$ 13,763,635	\$ 8,983,251	65.3%	52.4%	12.9%
Expenditures					
General government	\$ 2,239,515	\$ 1,633,208	72.9%	73.1%	-0.2%
Public safety	9,103,645	6,520,126	71.6%	69.7%	1.9%
Public works	2,795,975	1,757,043	62.8%	70.6%	-7.7%
Total Expenditures	\$ 14,139,135	\$ 9,910,377	70.1%	70.4%	-0.3%

Comments:

General Fund revenues are higher than expected largely due to the receipt of \$1.1 million in surplus TIF monies resulting from a recent TIF District decertification, as well as the \$356,000 collection in tax petition settlements. Expenditures are near expected levels overall, although Fines and Forfeits revenues (County court-related collections) are lower continuing a general trend of decline over the past couple of years.

The General Fund is currently in good financial condition with \$5.4 million in available cash reserves or 39% of the annual operating budget. The City's Cash Reserve Policy establishes a target reserve level of 35-45% for the General Fund.

The surplus TIF monies have been tentatively earmarked for the Building Replacement Fund and public improvements near Snelling/Lydia/Lincoln Drive area. The tax petition settlements will offset the 2015 General Fund operating deficit that resulted from the temporary withholding of approximately \$400,000 pending Tax Court review.

Information Technology Fund Summary

The following table depicts the 2016 financial activity for the Information Technology Fund for the fiscal period ending September 30, 2016 (unaudited).

	2016	2016	%	%	
	<u>Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Expect.</u>	<u>Diff.</u>
Revenues					
Property taxes	\$ 260,000	\$ 148,109	57.0%	0.0%	0.0%
Intergovernmental	1,444,120	1,089,100	75.4%	81.7%	-6.3%
Charges for service	440,000	336,919	76.6%	100.1%	-23.5%
Rentals / Lease	-	-	0.0%	0.0%	0.0%
Miscellaneous	127,000	49,230	38.8%	21.9%	16.9%
Total Revenues	\$ 2,271,120	\$ 1,623,358	71.5%	74.5%	-3.1%
Expenditures					
Information technology	2,250,020	1,663,493	73.9%	68.6%	5.3%
Total Expenditures	\$ 2,250,020	\$ 1,663,493	73.9%	68.6%	5.3%

Comments:

Information Technology revenues and expenditures are near expected levels overall. However, tower lease revenues (charges for service) were less than expected due to the loss of a tenant that provided wireless connectivity to other major carriers on city-owned towers. Those carriers are now connecting back to data centers via fiber.

The Information Technology Fund is currently in good financial condition with \$844,000 in available cash reserves for operations and capital replacements. This represents 38% of the total operating budget. The City's Cash Reserve Policy establishes a target reserve level of 25% for this Fund excluding any long-term capital replacement needs.

Communications Fund Summary

The following table depicts the 2016 financial activity for the Communications Fund for the fiscal period ending September 30, 2016 (unaudited).

	2016	2016	%	%	
	<u>Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Expect.</u>	<u>Diff.</u>
Revenues					
Cable franchise fees	\$ 445,000	\$ 217,575	48.9%	51.6%	-2.7%
Interest earnings	3,000	-	0.0%	0.0%	0.0%
Total Revenues	\$ 448,000	\$ 217,575	48.6%	51.4%	-2.8%
Expenditures					
Communications	\$ 506,275	\$ 382,313	75.5%	86.1%	-10.6%
Total Expenditures	\$ 506,275	\$ 382,313	75.5%	86.1%	-10.6%

Comments:

Communications Fund revenues are near expected levels, while expenditures are less due to lower capital replacements compared to previous years.

The Communications Fund is currently in excellent financial condition with \$469,000 in available cash reserves for operations and capital replacements. This represents 93% of the total operating budget. The City's Cash Reserve Policy establishes a target reserve level of 25% for this Fund excluding any long-term capital replacement needs.

Recreation Fund Summary

The following table depicts the 2016 financial activity for the Recreation Fund for the fiscal period ending September 30, 2016 (unaudited).

	2016	2016	%	%	
	<u>Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Expect.</u>	<u>Diff.</u>
Revenues					
General property taxes	\$ 2,466,815	\$ 1,405,218	57.0%	50.4%	6.5%
Charges for services	2,070,595	1,309,967	63.3%	62.7%	0.6%
Rentals / Lease	-	41,067	0.0%	0.0%	0.0%
Donations	-	42,170	0.0%	0.0%	0.0%
Interest earnings	3,300	-	0.0%	0.0%	0.0%
Miscellaneous	11,000	24,041	0.0%	0.0%	0.0%
Total Revenues	\$ 4,551,710	\$ 2,822,463	62.0%	58.7%	3.4%
Expenditures					
Recreation	4,551,710	3,125,654	68.7%	66.8%	1.8%
Total Expenditures	\$ 4,551,710	\$ 3,125,654	68.7%	66.8%	1.8%

Comments:

Recreation Fund revenues and expenditures are near expected levels.

The Recreation Fund is currently in good financial condition with \$1,282,000 in available cash reserves or 28% of the annual operating budget. The City's Cash Reserve Policy establishes a target reserve level of 25% for this Fund.

Community Development Fund Summary

The following table depicts the 2016 financial activity for the Community Development Fund for the fiscal period ending September 30, 2016 (unaudited).

	2016	2016	%	%	
	<u>Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Expect.</u>	<u>Diff.</u>
Revenues					
Licenses & permits	\$ 1,213,500	\$ 1,625,667	134.0%	83.1%	50.9%
Intergovernmental	261,000	184,289	70.6%	n/a	n/a
Fines and forfeits	-	-	n/a	n/a	n/a
Interest earnings	8,000	-	n/a	n/a	n/a
Miscellaneous	-	16,357	n/a	n/a	n/a
Total Revenues	\$ 1,482,500	\$ 1,826,313	123.2%	84.4%	38.8%
Expenditures					
Community Development	1,601,420	987,676	61.7%	75.0%	-13.3%
Total Expenditures	\$ 1,601,420	\$ 987,676	61.7%	75.0%	-13.3%

Comments:

Community Development Fund revenues are significantly higher than expected thanks to strong building permit activity. Expenditures are below expected levels when compared to the 3-year average, however they are comparable to last year. Expenditure fluctuations are not unusual given the varying level of projects and consultant usage from year to year.

The Community Development Fund is currently in excellent financial condition with \$1,021,000 in available cash reserves or 64% of the annual operating budget. The City's Cash Reserve Policy establishes a target reserve level of 25-50% for this Fund excluding any long-term capital replacement needs.

License Center Fund Summary

The following table depicts the 2016 financial activity for the License Center Fund for the fiscal period ending September 30, 2016 (unaudited).

	2016	2016	%	%	
	<u>Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Expect.</u>	<u>Diff.</u>
Revenues					
Charges for services	\$ 1,593,500	\$ 1,320,853	82.9%	75.3%	7.6%
Interest Earnings	10,000	-	0.0%	0.0%	0.0%
Total Revenues	\$ 1,603,500	\$ 1,320,853	82.4%	74.9%	7.4%
Expenditures					
License Center operations	1,877,625	1,279,513	68.1%	65.6%	2.5%
Total Expenditures	\$ 1,877,625	\$ 1,279,513	68.1%	65.6%	2.5%

Comments:

License Center Fund revenues and expenditures are near expected levels. The year-to-date surplus is approximately 6% higher compared to last year.

The License Center Fund is currently in excellent financial condition with \$1.2 million in available cash reserves for operations or capital replacements. This represents 66% of the operating budget. However a budgeted draw-down of \$274,000 of reserves is expected in 2016 to support the General Fund and IT Operations. The City's Cash Reserve Policy establishes a target reserve level of 25% for this Fund excluding any long-term capital replacement needs.

Sanitary Sewer Fund Summary

The following table depicts the 2016 financial activity for the Sanitary Sewer Fund for the fiscal period ending September 30, 2016 (unaudited).

	2016	2016	%	%	
	<u>Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Expect.</u>	<u>Diff.</u>
Revenues					
Charges for services	\$ 5,009,000	\$ 3,638,308	72.6%	52.8%	19.8%
Interest earnings	6,000	-	0.0%	0.0%	0.0%
Total Revenues	\$ 5,015,000	\$ 3,638,308	72.5%	52.5%	20.1%
Expenditures					
Sanitary Sewer operations	5,958,950	3,836,037	64.4%	72.9%	-8.5%
Total Expenditures	\$ 5,958,950	\$ 3,836,037	64.4%	72.9%	-8.5%

Comments:

Sanitary Sewer Fund revenues are higher than expected due to more timely billings. Expenditures are lower due to reduced capital project spending.

The Sanitary Sewer Fund is currently in fair financial condition with only \$664,000 in available cash reserves for operations and capital replacements.

Water Fund Summary

The following table depicts the 2016 financial activity for the Water Fund for the fiscal period ending September 30, 2016 (unaudited).

	2016	2016	%	%	
	<u>Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Expect.</u>	<u>Diff.</u>
Revenues					
Charges for services	\$ 7,487,750	\$ 5,025,091	67.1%	47.4%	19.7%
Interest earnings	-	-	n/a	n/a	n/a
Miscellaneous	1,000	1,633	163.3%	346.7%	-183.4%
Total Revenues	\$ 7,488,750	\$ 5,026,724	67.1%	47.4%	19.7%
Expenditures					
Water operations	8,088,750	5,124,205	63.3%	55.2%	8.1%
Total Expenditures	\$ 8,088,750	\$ 5,124,205	63.3%	55.2%	8.1%

Comments:

Water Fund revenues are higher than expected due to more timely billings. Expenditures are near expected levels.

The Water Fund is currently in fair financial condition with only \$558,000 in available cash reserves for operations and capital replacements.

Storm Sewer Fund Summary

The following table depicts the 2016 financial activity for the Storm Sewer Fund for the fiscal period ending September 30, 2016 (unaudited).

	2016	2016	%	%	
	<u>Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Expect.</u>	<u>Diff.</u>
Revenues					
Charges for services	\$ 1,645,685	\$ 1,338,760	81.3%	55.8%	25.5%
Interest earnings	35,000	-	0.0%	0.0%	0.0%
Miscellaneous	-	8,747	0.0%	0.0%	0.0%
Total Revenues	\$ 1,680,685	\$ 1,347,507	80.2%	58.8%	21.4%
Expenditures					
Storm drainage operations	2,122,300	1,935,171	91.2%	59.9%	31.3%
Total Expenditures	\$ 2,122,300	\$ 1,935,171	91.2%	59.9%	31.3%

Comments:

Storm Sewer Fund revenues are higher than expected due to more timely billings. Expenditures are higher due to early activity associated with capital improvement projects.

The Storm Sewer Fund is currently in good condition with \$967,000 in available cash reserves for operations and capital replacements.

Golf Course Fund Summary

The following table depicts the 2016 financial activity for the Golf Course Fund for the fiscal period ending September 30, 2016 (unaudited).

	2016	2016	%	%	
	<u>Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Expect.</u>	<u>Diff.</u>
Revenues					
Charges for services	\$ 282,700	\$ 284,326	100.6%	86.9%	13.7%
Interest earnings	-	-	0.0%	0.0%	0.0%
Miscellaneous	21,000	27,222	129.6%	0.0%	129.6%
Total Revenues	\$ 303,700	\$ 311,548	102.6%	83.9%	18.7%
Expenditures					
Golf Course operations	369,150	255,708	69.3%	67.0%	2.3%
Total Expenditures	\$ 369,150	\$ 255,708	69.3%	67.0%	2.3%

Comments:

Golf Course Fund revenues were higher than expected already exceeding budgeted amounts, while expenditures were near expected levels. Revenues and expenditures can fluctuate greatly from year to year depending on the length of the golfing season and weather conditions.

The Golf Course Fund is currently in fair financial condition with \$114,000 in available cash reserves for operations and capital replacements.

Recycling Fund Summary

The following table depicts the 2016 financial activity for the Recycling Fund for the fiscal period ending September 30, 2016 (unaudited).

	2016	2016	%	%	
	<u>Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Expect.</u>	<u>Diff.</u>
Revenues					
Intergovernmental revenue	\$ 145,000	\$ 42,158	29.1%	28.9%	0.2%
Charges for services	340,120	275,635	81.0%	75.4%	5.6%
Interest earnings	1,000	-	0.0%	0.0%	0.0%
Total Revenues	\$ 486,120	\$ 317,792	65.4%	59.4%	5.9%
Expenditures					
Recycling operations	492,210	369,050	75.0%	74.1%	0.9%
Total Expenditures	\$ 492,210	\$ 369,050	75.0%	74.1%	0.9%

Comments:

Recycling Fund revenues and expenditures were near expected levels overall.

The Recycling Fund is currently in good financial condition with \$163,000 in available cash reserves or 33% of the operating budget.

Final Comments

The City's overall financial condition remains strong; however a number of concerns remain. The City's cash reserve levels in some key operating units have dropped in recent years. In addition, strengthening the City's asset replacement funding mechanisms should remain a high priority for future budgets.

POLICY OBJECTIVE

The information presented above satisfies the reporting requirements in the City's Operating Budget Policy.

FINANCIAL IMPACTS

Not applicable.

STAFF RECOMMENDATION

Not applicable.

REQUESTED COUNCIL ACTION

No formal Council action is requested. The financial report is presented for informational purposes only.

Prepared by: Chris Miller, Finance Director
Attachments: A: None

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: October 24, 2016
Item No.: 8.g

Department Approval



City Manager Approval



Item Description: Adopt a Resolution Setting a Public Hearing to Consider Modifying the
Tax Increment Financing (TIF) Plan for Redevelopment TIF District #12

BACKGROUND

In 1990, the City established Tax Increment Financing (TIF) District #12 for the redevelopment of the former Ralph Reeder School site. The purpose of this District was to redevelop the site, increase employment and otherwise foster other public purposes as determined by the City. TIF district #12 was amended at various times using excess funds to assist with City objectives. The last time the District was modified was March 3, 2014 to assist with the redevelopment of the Fire Station located on Dale Street.

TIF #12 funds can only be used when redevelopment is occurring, as it was originally created as a redevelopment district. After discussions and a review of areas that would qualify for these funds, it was determined by our TIF attorneys that Southeast (SE) Roseville would qualify due to the area being deemed a "Priority Area" in the Policy Priority Plan. Additionally, the funds would aid in the regional interest to revitalize Rice and Larpenteur and bring investment in an area that currently has a census tract with the highest poverty rate in Roseville. TIF #12 funds would not be able to be used for common areas that serve as public parks, facilities used for social/recreational or conference purposes, or a building to be used primarily and regularly for conducting the business of a municipality.

POLICY OBJECTIVE

Southeast Roseville has been designated a Priority in the 2016 Policy Priority Plan.

BUDGET IMPLICATIONS

The TIF #12 balance is estimated to be \$830,000 and if no modification happens the TIF district will be decertified at the end of 2016 and the funds will be given back to the 3 taxing jurisdictions of Ramsey County, Roseville School District and the City of Roseville.

STAFF RECOMMENDATION

Staff is recommending the City Council adopt a resolution setting a public hearing for the November 28, 2016 City Council meeting to receive public comment on the proposed modification of TIF District #12.

27 **REQUESTED COUNCIL ACTION**

28 Motion to Adopt a Resolution Setting a Public Hearing for the City Council Meeting of
29 November 28, 2016 to receive public comment regarding modifying TIF District #12.

Prepared by: Jeanne Kelsey, Community Development, 651-792-7086
Attachments: A: Memo from TIF Attorney
B: Resolution setting for public hearing



October 29, 2012

Mary L. Ippel
(651) 808-6620
mippel@briggs.com

VIA E-MAIL

Chris Miller
City Finance Director
City of Roseville
Roseville City Hall
2660 Civic Center Drive
Roseville, MN 55113-1815

Re: Tax Increment Financing District No. 12

Dear Chris:

You have requested an opinion concerning the pooling authority with respect to Tax Increment Financing District No. 12. TIF District No. 12 was established in 1990 and is not subject to the pooling restrictions contained in Minnesota Statutes, Section 469.1763. Therefore, assuming that there is adequate budget authority for Tax Increment Financing District No. 12 tax increments can be spent from Tax Increment Financing District No. 12 anywhere within the boundaries of Development District No. 1. Tax Increment Financing District No. 12 is subject to the 90% rule contained in Minnesota Statutes, Section 469.176, subdivision 4(j). Subdivision 4(j) provides that at least 90% of the revenues derived from Tax Increment Financing District No. 12 must be used to finance the cost of correcting conditions that allow designation of redevelopment districts under Section 469.174. These costs include, but are not limited to acquiring properties containing structurally substandard buildings or improvements or hazardous substances, pollution or contaminants, acquiring adjacent parcels necessary to provide a site of sufficient size to permit development, demolition and rehabilitation of structures, clearing of the land, the removal of hazardous substances or remediation necessary to the development of the land and installation of utilities, roads, sidewalks and parking facilities for the site. The allocated administrative expenses of the city including the cost of preparation of a development action response plan may be included in the qualifying costs.

It is my understanding that available increment from Tax Increment Financing District No. 12 may be used to pay for public infrastructure costs so that development may occur within areas of the city where redevelopment is necessary. This use of tax increment would be in compliance with the 90% rule. In the event that the city determines to assist developers with projects to be undertaken on sites that are not redevelopment properties (i.e., raw land) an

B R I G G S A N D M O R G A N

Chris Miller
October 29, 2012
Page 2

analysis will have to be made to make sure that such assistance is in compliance with the 90% rule.

In addition there is the prohibition that tax increments cannot be used for a commons area to be used as a public park, a facility used for social, recreational or conference purposes or a building to be used primarily and regularly for conducting the business of a municipality.

In summary, tax increments derived from Tax Increment Financing District No. 12 can be spent within the boundaries of Development District No. 1 provided that the expenditure is in compliance with the budget for Tax Increment Financing District No. 12 and complies with the 90% rule.

If you have any other questions please do not hesitate to contact me.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Mary L. Ippel".

Mary L. Ippel

MLI/jmc

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE CITY OF
ROSEVILLE, MINNESOTA

HELD: October 24, 2016

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, Ramsey County, Minnesota, was duly held at the City Hall on Monday, the 24th day of October, 2016, at 6:00 p.m.

The following Councilmembers were present:

and the following were absent:

Councilmember _____ introduced the following resolution and moved its adoption:

RESOLUTION CALLING PUBLIC HEARING ON THE PROPOSED
ADOPTION OF A MODIFICATION TO THE TAX INCREMENT FINANCING PLAN
FOR TAX INCREMENT FINANCING (REDEVELOPMENT) DISTRICT NO. 12.

BE IT RESOLVED by the City Council (the "Council") of the City of Roseville, Minnesota (the "City"), as follows:

1. Public Hearing. This Council shall meet on November 28, 2016, at approximately 6:00 p.m., to hold a public hearing on the following matters: (a) the proposed adoption of a modification to the Tax Increment Financing Plan for Tax Increment Financing (Redevelopment) District No. 12, to authorize an increase in the budget for eligible uses of tax increments as set forth therein, which is referred to as the "Modification", all pursuant to and in accordance with Minnesota Statutes, Sections 469.124 through 469.133, and Sections 469.174 through 469.1794, inclusive, as amended (collectively, the "Act").

2. Notice of Hearing; Filing of Modification. The City Manager is hereby authorized to cause a notice of the hearing, substantially in the form attached hereto as Exhibit A, to be published as required by the Act and to place a copy of the proposed Modification on file in the City Manager's Office at City Hall and to make such copies available for inspection by the public.

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

33 STATE OF MINNESOTA)
34 CITY OF ROSEVILLE) ss.
35 COUNTY OF RAMSEY)

36 I, the undersigned, being the duly qualified and acting City Manager of the City of
37 Roseville, Minnesota, DO HEREBY CERTIFY that the attached resolution is a true and correct
38 copy of an extract of minutes of a meeting of the City Council of the City of Roseville, Minnesota
39 duly called and held, as such minutes relate to the calling of a public hearing on the City's tax
40 increment financing district.

41 _____
42 City Manager

Exhibit A

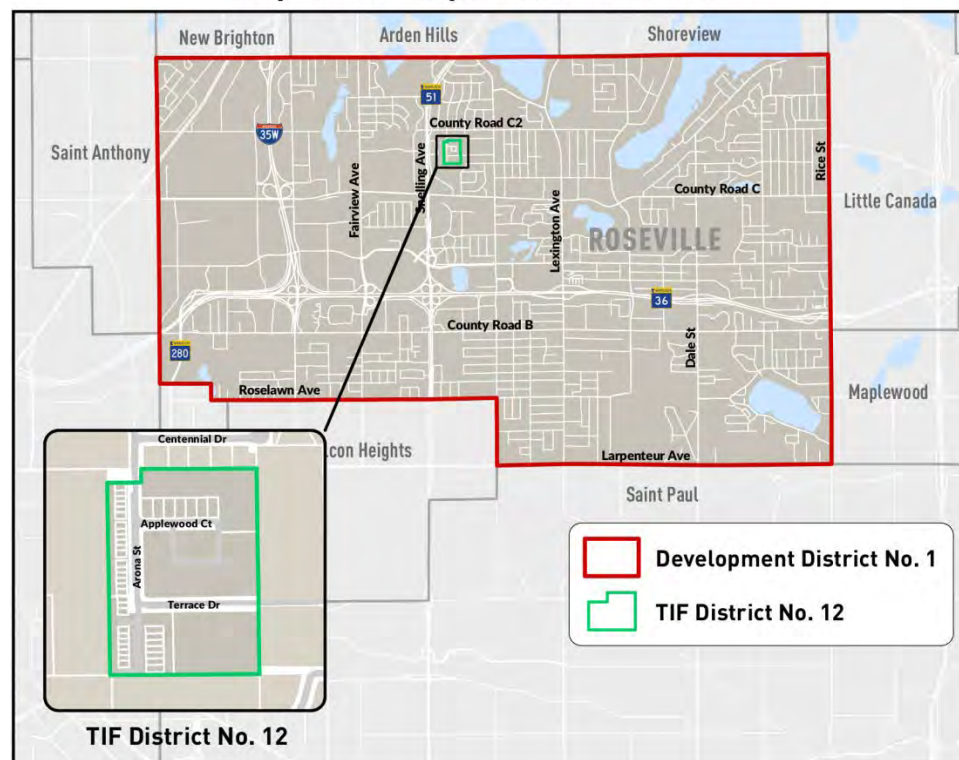
CITY OF ROSEVILLE
COUNTY OF RAMSEY
STATE OF MINNESOTA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council (the "Council") of the City of Roseville, Ramsey County, Minnesota, will hold a public hearing on Monday, November 28, 2016, at 6:00 p.m., at the City Hall, in the City of Roseville, Minnesota, relating to the proposed adoption of a modification to the Tax Increment Financing Plan for Tax Increment Financing (Redevelopment) District No. 12, to authorize an increase in the budget for eligible uses of tax increments as set forth therein (the "Modification"), all pursuant to and in accordance with Minnesota Statutes, Sections 469.124 through 469.133, and Sections 469.174 through 469.1794, inclusive, as amended. A copy of the Modification will be on file and available for public inspection at the office of the City Manager at City Hall.

The property included Tax Increment Financing District No. 12, is located within Development District No. 1 and is described in the Modification on file in the office of the City Manager. A map of Development District No. 1 and Tax Increment Financing District No. 12 therein is set forth below:

Map of Development District No. 1



All interested persons may appear at the hearing and present their views orally or in writing prior to the hearing.

Dated: October 24, 2016.

BY ORDER OF THE CITY COUNCIL

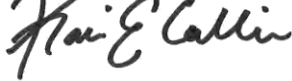
/s/ Patrick Trudgeon
City Manager

REQUEST FOR CITY COUNCIL ACTION

Agenda Date: **10/24/16**

Agenda Item: 10.a

Department Approval



City Manager Approval



Item Description: Consider Text Amendments to Chapter 1004 and 1005 of the City Code pertaining to High Density Residential (**PROJ0039**).

BACKGROUND

The Planning Division and the City Council met on three occasions to review and discuss possible resolutions to concerns raised over high density residential project density, building height, and building setbacks. The Council also expressed concerns regarding HDR adjacency to Low Density-1 and 2 and Medium Density Residential Districts. On August 15, 2016, the City Council indicated support for certain text amendments to Table 1004-6 and other possible amendments to dimensional standards tables in the Commercial and Mixed-Use Districts and the Employment Districts chapters of the City Code. The Council directed the Planning Division to proceed through the zoning text amendment process.

PLANNING COMMISSION ACTION

On October 5, 2016, the Planning Commission held the duly noticed public hearing regarding the subject zoning text amendments (Planning Commission report detailing all text amendments is included as Attachment A). No citizens addressed the Commission, but Commissioners did have a few questions of the Planning staff (PC minutes Attachment B – not available as of packet printing).

Commissioner questions centered on clarification on the proposed text changes to Tables 1004-6, 1005-2, 1005-3, and 1005-4 of the Roseville Zoning Code and a slight change to subheading “d” in Table 1004-6 that would read as follows, “**Building height over 45 feet and under 65 feet requires a CU in the HDR-1**”.

The Planning Commission voted 6-0 to recommend approval of the requested text amendments to Tables 1004-6, 1005-2, 1005-3, and 1005-4 including the Commission suggested modification.

SUGGESTED CITY COUNCIL ACTION

Adopt an ordinance (including proposed language by the Planning Commission) amending Tables 1004-6, 1005-2, 1005-3, and 1005-4 of the Roseville Zoning Code as provided on Attachment C.

ALTERNATIVE ACTIONS

- a. Pass a motion to table the item for future action.
- b. By motion, recommend denial of the proposal.

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

Attachments: A. PC report

B. PC minutes

PROJ0039_TextAmendments_102416

Page 1 of 2

C. Draft Ordinance

D. Summary ordinance

**Request For Planning Commission Action
Public Hearings**

Agenda Date: 10/05/16

Agenda Item: 5a

Item Description: Public hearing regarding proposed Text Amendments to
Chapter 1004 of the Roseville Zoning Ordinance.

BACKGROUND

On May 23, 2016, the Roseville City Council denied a request by Good Samaritan Society to change the zoning of 1415 County Road B from High Density Residential-1 (HDR-1) to High Density Residential-2 (HDR-2) to allow a 62-unit, 3-story senior living-facility to be built on the subject property. This denial prompted the Planning Division to review the Zoning Code to determine possible ways to address Council's concerns pertaining to density, building height, and building setbacks for projects proposed adjacent to residential areas zoned low-density (see Attachment A).

On July 25, 2016, the Planning Division presented its thoughts and ideas to address the concerns expressed by the Council at the May 23 meeting. Specifically, the Division recommended that a conditional use (CU) process be established in the HDR-1 and HDR-2 districts to address density concerns. The Division also recommended against amending the recently adopted Planned Unit Development (PUD) ordinance. The Council agreed amending the PUD ordinance was not the best route and directed the Planning Division to look into other ways to address building height and setback requirements for projects adjacent to residential areas zoned low-density (see Attachment B).

On August 15, 2016, the Planning Division sought final direction from the City Council regarding HDR-1 and HDR-2. In its proposal, the Planning Division continued to recommend using the CU to address density increases in the HDR-1; to establish density limits in the HDR-2; and to address building height in both HDR-1 and 2. While Council supported staff's recommendations, they also sought further clarity and uniformity on side- and rear-yard building setbacks in all zoning districts adjacent to LDR and MDR districts (see Attachment C).

The Planning Division spent considerable time discussing an appropriate amendment process to address Council concerns. In the end, the Division landed on amendments to Table 1004-6, Table 1005-2, Table 1005-3, and Table 1005-4, which would make it possible for the CU process to address most of the Council's concerns. Specifically, the CU process affords the City greater flexibility to review and, if needed, place conditions on density, building height, and setbacks to mitigate negative impacts to the surrounding area.

CODE AMENDMENT CONSIDERATIONS**DENSITY**

Regarding density, the Planning Division discussed a few possible options that would afford increased density in the HDR-1 districts, establish a base density, and help manage density in the HDR-2 districts. The proposal the Division brought forward supports using the CU process to allow density increases from 24 to 36 units per acre in the HDR-1 district and to allow projects with more than 36 units per acre to be built in the HDR-2 district (see Table 1004-6).

Table 1004-6	HDR-1		HDR-2
	Attached	Multifamily	Multifamily
Maximum density	24 Units/net acre ^b		~~None~~ <u>36 Units/net acre ^c</u>
Minimum density	12 Units/net acre		24 Units/net acre

b. Density in the HDR-1 district may be increased to 36 units/net acre with approved conditional use.

c. Density in the HDR-2 district may be increased to more than 36 units/net acre with approved conditional use.

BUILDING HEIGHT

Regarding additional concerns expressed by Council members pertaining to building setbacks and building height, the City Planner reviewed the 1995 City Code to see how residential district dimensional standards were previously outlined. Attachment D shows both the 1995 residential districts' building height and setback requirements and the 2010 Zoning Code building height and setback requirements for Residential Districts, Commercial and Mixed-Use Districts, and Employment Districts.

Although setbacks vary district to district, the main difference between the 1995 requirements and those currently in effect is the building-forward concept. Setbacks are similar in the residential districts but reduced or eliminated for front and street side-yards in the commercial, office, and industrial districts in favor of design standards that address placement of buildings and parking lot design and location. Rear- and side-yard setbacks in most all commercial, office, and industrial districts are heightened when the building/lot lies adjacent to LDR-1 or LDR-2 property or just residential properties.

To address building height concerns, the Planning Division proposes requiring a CU for buildings over 45 feet high in the HDR-1 district and over 65 feet high in the HDR-2 district. Currently the maximum height in the HDR-1 is 65 feet high and in the HDR-2 district it is 95 feet high (see Table 1004-6).

Table 1004-6	HDR-1		HDR-2
	Attached	Multifamily	Multifamily
Maximum building height	35 Feet	~~65~~ 45 Feet ^d	95 ~~65~~ Feet ^e

d. Building height over 45 feet requires a CU in the HDR-1

e. Building height over 65 feet requires CU in HDR-2

RESIDENTIAL SETBACKS

Regarding setback requirements, the Council asked staff to look at establishing the following setback requirements for all districts:

- Side yard: 10 feet or 50% of building height (whichever is greater)
- Rear yard: 20 feet or 50% of building height (whichever is greater)

In order to see if the values proposed by the Council would result in the desired outcome, Planning Division staff applied the Council's suggested standards to a number of scenarios and has the following analysis for each district.

FOR HDR-1 AND HDR-2

Current regulations for side-yard building setbacks in the HDR-1 and HDR-2 districts when these sites lie adjacent to LDR-1 and LDR-2 are 20 feet in HDR-1, 20% of the building height in HDR-2, and 10 feet from all other uses. Current rear-yard setbacks are 30 feet in HDR-1 and 50% of the building height in the HDR-2. Additionally, the Community Development Department is also allowed to increase or decrease these setbacks based on surrounding land uses.

In the HDR-1 district, where the current side-yard base setback is 20 feet, applying the uniform values proposed by the Council would reduce the minimum setback requirement until the building reached 40 feet, which is when the 50% of building height would be triggered. In a rear yard there is no net benefit to establishing the setback with a “50% of building height” requirement because the permitted building height cap is proposed at 45 feet, which would result in 22.5 foot setback compared to the existing 30 foot setback.

In the HDR-2 district, the existing percentage requirement of 20% of the building’s height for interior lot setbacks is not as robust as the uniform values proposed by Council. In this case, using the proposed rear-yard setback would establish a base setback of 20 feet, which is greater than the existing requirement for buildings up to 40 feet tall; the remainder of the proposed requirement is the same as the existing.

Based on the preceding analysis, Planning Division staff recommends using a hybrid of the existing standards and the Council’s proposed standards (see Table 1004-6).

Table 1004-6	HDR-1		HDR-2
	Attached	Multifamily	Multifamily
Minimum side yard building setback			
Interior – <u>adjacent to LDR-1, LDR-2, and MDR</u>	8 Feet (end unit)	20 feet, <u>or 50% of building height, whichever is greater</u> when adjacent to Ldr-1 or Ldr-2 10 Feet, all other uses	20% Height of the building <u>10 feet or 50% of building height, whichever is greater</u> ^a
<u>Interior – adjacent all other districts</u>	<u>8 Feet (end unit)</u>	20 feet, when adjacent to Ldr-1 or Ldr-2 10 Feet, all other uses <u>10 feet or 50% of building height, whichever is greater</u>	20% Height of the building <u>10 feet or 50% of building height, whichever is greater</u> ^a
Corner	15 Feet	20 Feet	20% Height of the building ^a
Minimum rear yard building setback	30 Feet	30 Feet	50% Height of the building <u>20 feet or 50% of building height, whichever is greater</u> ^a

COMMERCIAL MIXED USE DISTRICTS: NEIGHBORHOOD BUSINESS (NB), COMMUNITY BUSINESS (CB), AND REGIONAL BUSINESS (RB)

In these districts the existing minimum setback when adjacent to a residential boundary is 10 feet for the side yard and 25 feet for the rear yard.

Setback adjacent to residential boundary	NB, CB, and RB districts
Side yard	10 feet from residential lot boundary
Rear Yard	25 feet from residential lot boundary

In the NB and CB districts adding the “50% of building height or greater” requirement would provide increased side-yard setback when proposed buildings are over 20 feet in height. With heights limited to 35 feet and 40 feet respectively, the existing 25 foot rear-yard setback is greater than the proposal so no additional requirements would be needed.

In the RB district, with a maximum building height of 65 feet, adding the “50% of building height or greater” requirement would provide additional side-yard setback when proposed buildings are over 20 feet in height. Similarly, the 50% requirement is only triggered when a building is proposed at more than 50 feet and the current base setback is 25 feet.

Given this analysis, Planning Division recommends the following amendments to Tables 1005-2, 1005-3, and 1005-4.

Table 1005-2 - NB Dimensional Standards	
Minimum lot area	No requirement
Maximum building height	35 feet
Minimum front yard building setback	No requirement
Minimum side yard building setback	6 feet where windows are located on a side wall or on an adjacent wall of an abutting property 10 feet or 50% of building height, whichever is greater , from residential lot boundary Otherwise not required
Minimum rear yard building setback	25 feet from residential lot boundary 10 feet from nonresidential boundary
Minimum surface parking setback	5 feet

Table 1005-3 - CB Dimensional Standards

Minimum lot area	No requirement
Maximum building height	40 Feet
Front yard building setback (min. - max.)	0 To 25 feet ^a
Minimum side yard building setback	6 feet where windows are located on a side wall or on an adjacent wall of an abutting property 10 feet <u>or 50% of building height, whichever is greater,</u> from residential lot boundary ^b Otherwise not required
Minimum rear yard building setback	25 feet from residential lot boundary 10 feet from nonresidential boundary
Minimum surface parking setback	5 feet

- a Unless it is determined by the Community Development Department that a certain setback minimum distance is necessary for the building or to accommodate public infrastructure.
- b Unless greater setbacks are required under Section 1011.12E.1. of this Title.

Table 1005-4 - RB Dimensional Standards

Minimum lot area	No requirement
Maximum building height	65 feet; taller buildings may be allowed as conditional use
Minimum front yard building setback	No requirement (see frontage requirement below)
Minimum side yard building setback	6 feet where windows are located on a side wall or on an adjacent wall of an abutting property 10 feet <u>or 50% of building height, whichever is greater,</u> from residential lot boundary Otherwise not required
Minimum rear yard building setback	25 feet <u>or 50% of building height, whichever is greater,</u> from residential lot boundary 10 feet from nonresidential boundary ^a
Minimum surface parking setback	5 feet

- a Unless greater setbacks are required under Section 1011.12 E.1. of this Title.

COMMUNITY MIXED-USE (CMU)

The recently adopted changes to the Community Mixed-Use (CMU) district with the Regulating Plan controlling placement of buildings lists the minimum side-yard setback of 6 feet. The CMU does not currently differentiate between residential and non-residential districts or uses. The Regulating Plan also does not provide a minimum rear-yard setback and there is no table of dimensional standards. Planning Division staff is not proposing any changes to the CMU district that increases or established side-and rear-yard setbacks.

EMPLOYMENT DISTRICTS

The Planning Division also analyzed the minimum side- and rear-yard setback requirements in the Employment District, which includes Office/Business Park (O/BP) and Industrial (I) zoned properties and concluded that an existing minimum setback of 40 feet for both side and rear yards is best suited to address potential impacts adjacent to residential uses. Planning Division staff is not recommending any text amendments to the Office/Business Park or Industrial districts.

PUBLIC COMMENT

At the time this report was prepared, Planning Division staff has not received any communications from members of the public about the proposal.

SUGGESTED PLANNING COMMISSION ACTION

Based on public comments and Planning Commissioner input, recommend approval of the amendments to Tables 1004-6, 1005-2, 1005-3, and 1005-4 of the Roseville Zoning Code as provided on Attachment E.

ALTERNATIVE ACTIONS

- a.** Pass a motion to table the item for future action.
- b.** By motion, recommend denial of the proposal.

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

Attachments: A. CC minutes 05/23/16 B. CC minutes 07/25/16
 C. CC minutes 08/15/16 D. Setback chart
 E. Proposed text amendments to various tables

EXTRACT OF THE MAY 23 ROSEVILLE CITY COUNCIL MEETING MINUTES

14. Business Items (Action Items)

a. Request for Approval to REZONE the Property at 1415 County Road B from High Density Residential-1 (HDR-1) to High Density Residential-2 (HDR-2) District

City Planner Thomas Paschke reviewed this rezoning request by Good Samaritan Society as detailed in the RCA for their owned parcel at Albert Street and County Road B, in the proximity of Target One, Perkins Restaurant and TCF Bank.

Mr. Paschke noted that the request was precipitated on the applicant's desire for a 62-unit senior affordable housing facility that wouldn't work on the property given current size requirements under HDR-1 zoning. Mr. Paschke noted that this project, to be financial feasible, required a greater density to achieve. Mr. Paschke advised that he had plans available for the proposed project, but clarified that they were not part of this rezoning consideration. Mr. Paschke noted the Planning Commission had unanimously recommended approval, along with staff's recommendation for approval.

At the request of Councilmember McGehee, Mr. Paschke revised impervious coverage and maximum allowable height for HDR-1 and HDR-2 zoning districts as follows.

	HDR-1	HDR-2
Impervious Coverage	75%	85%
Maximum Height	65'	95'

Mr. Paschke clarified that there were other differences in the two designations, including setbacks and other items as they related to Table 1004.06, with any development bound by the city's main design standards including any and all multi-family development.

Under either HDR-1 or HDR-2, Councilmember Willmus asked if placement of the building itself would be subject to the "building forward" design, and asked if so, which intersection would it be pushed toward.

Mr. Paschke stated the building would be closest to the Albert Street and County Road B intersection.

As a long-term consideration and discussion for the City Council, Councilmember Etten noted that current setbacks for HDR-2 were very limited, and while understanding the increased density, he opined it was significantly less than setback requirements in HDR-1, with no apparent specificity for extra setbacks adjacent to low density residential (LDR) zoned areas. Councilmember Etten expressed concern with potential impacts to neighboring areas and how best to adjust the current code for future projects.

29 When reviewing the traffic study, Councilmember McGehee asked Mr. Paschke if staff had
30 consulted with the Public Works Department, noting current traffic issues already along that
31 entire area.

32 Mr. Paschke advised that the traffic study had indicated no alerts for development scenarios
33 up to 250 units, and while making some suggestions, indicated nothing major.

34 Councilmember McGehee noted that, by changing this zoning designation from LDR-1 to
35 LDR-2, a project could actually significantly exceed 62 units.

36 Mr. Paschke confirmed that a project could do so, with nothing stopping a higher density
37 project under LDR-2 zoning designation, and allowing for a much denser project on the site,
38 thus the traffic study requirement as part of the application process.

39 In these types of situations, when particular requirements of a district appear to be
40 problematic for development, Mayor Roe asked staff if they looked at zoning to a higher use
41 to accommodate that development or if consideration was given (e.g. text amendments)
42 changing components of the zoning district itself.

43 Mr. Paschke responded that staff had not looked at text amendments for the zoning district,
44 and opined he wasn't sure if staff was overly concerned about requirements built into the
45 code or design standards, since the goal was to balance the ordinance with city code (e.g.
46 design standards, setbacks, parking, etc.) to achieve overall compliance. Mr. Paschke stated
47 he wasn't aware of any discussion about one being more problematic than another; and when
48 accepting the application to go to a greater density to accommodate extra units on the site,
49 the building would still have been placed on the same location based on current code
50 requirements.

51 When redoing the zoning code in 2010, and not requiring any additional setbacks, Mayor
52 Roe opined that may have been the context for adding HDR-2 amongst higher intensity
53 uses. Mayor Roe suggested that maybe wasn't a concern at that time, but language was
54 added for staff to be able to consider greater setbacks for those types of developments if they
55 are proposed next to less intense uses.

56 City Manager Trudgeon concurred with that context. Specific to Mayor Roe's suggestion for
57 a text amendment versus rezoning, Mr. Trudgeon suggested caution and further review of
58 that, since the concern in creating HDR-2 was that this type of density wasn't recommended
59 citywide, but only at very specific locations and to serve as a vehicle for greater density on
60 each project's merits versus a general text amendment. Mr. Trudgeon stated he would not
61 advise a text amendment, but would advise keeping review on a case-by-case basis.

62 **Applicant Representatives, Construction Consultant Nathan Kraft with Good**
63 **Samaritan Society; and Enrico Williams, Kaas Wilson Architects, Bloomington, MN**

64 Mr. Kraft reported that financials for this type of affordable senior housing project indicated
65 a minimum of sixty units would work, with this current model seeking 62 units. Mr. Kraft
66 reiterated Good Samaritan's intention that there was no intention of moving toward any
67 higher density than those 62 units.

69 Mr. Williams noted that the design of the proposed building actually follows HDR-1 zoning
70 with the only exception that of density and pervious versus impervious areas, at 50%. Mr.
71 Williams advised that the proposed structure was intentionally kept under the maximum
72 height requirements, with setbacks were within HDR-1 guidelines as well.

73 At the request of Councilmember McGehee, Mr. Williams advised that the maximum
74 number of units in HDR-1 was 40 units according to acreage; and were insufficient to make
75 the project affordable.

76 At the request of Mayor Roe, Mr. Williams clarified that the proposed one-bedroom units
77 were between 650-700 square feet; and the two bedroom units were approximately 950
78 square feet, with no larger units intended.

79 Mayor Roe asked if potential long-term future use of the facility would allow easy
80 combination of smaller units or if that would not be architecturally feasible, or if the units
81 could be reconfigured to market rate units.

82 Mr. Williams stated, at this preliminary stage of design, he was unable to answer that
83 question as to how feasible that may be.

84 For the benefit of the developer, Mayor Roe noted that the City Council was struggling with
85 short- and long-term use and number of potential units allowed in HDR-2 zoning designation
86 indefinitely, or 35 years from now when the property may redevelop once again, especially
87 the potential for higher density HDR in that area.

88 Public Comment

89 **Amanda Kappes, Policy Coordinator for Metro Interfaith Council on Affordable** 90 **Housing (MICAH)**

91 Similar to her comments at the Planning Commission's public hearing on this request, Ms.
92 Kappes spoke in support of this housing in Roseville; and reiterated the goals of the
93 Metropolitan Council and City of Roseville for increased affordable housing units in the
94 community. Ms. Kappes noted that the senior population was, and was projected to continue,
95 as the fastest growing population in Minnesota, and in great need of affordable housing
96 options.

97 **Gary Kwong, 1700 Fry Street, Falcon Heights, MN**

98 Similarly to his comments at the Planning Commission public hearing, Mr. Kwong provided
99 a brief history of his own family and their housing needs. Mr. Kwong spoke in support of
100 this request, and the amenities available in Roseville to retain a stable residential base and
101 allow current residents to move into this type of housing and remain loyal to their community
102 and their familiarity with it.

103 Councilmember McGehee stated her dilemma was similar to that of Mayor Roe. While
104 happy to have affordable housing for seniors, and 40 units would be nice, the potential for
105 additional traffic in this already congested area was problematic for her. Councilmember
106 McGehee reiterated that she wasn't against the project, but with rezoning under current HDR-
107 2 zoning designation indefinitely and the concern with higher density in the area.

Councilmember Willmus stated that he shared some of those concerns, but questioned staff as to the date the application was received compared to when the City Council approved the Planned Unit Development (PUD) ordinance.

Mr. Paschke clarified that the PUD ordinance was approved after receipt of this application; and while the city could request that the developer go through the PUD process, he questioned if the project would actually qualify.

Councilmember Willmus agreed with Councilmember McGehee's statements, and those made by Councilmember Etten earlier; and noted that his concern wasn't the proposed project in front of him but the fact the City Council needed to be cognizant of what could be the most intense use on that site, especially with HDR-2 zoning designation.

If the project were to return under the PUD ordinance, Councilmember Etten asked staff if the applicant's proposed 50% versus 75% to 80% impervious coverage would work in favor of the applicant.

Mr. Paschke advised that staff would need to review all PUD criteria to see what the developer was bringing to the table, not just specific to density, but if they could actually achieve the bar to begin the PUD process, which was long and drawn out, and had strict limitations on who could come forward to begin that process for a PUD on any site, including this one.

Councilmember Etten opined this was an important development for the community, and something currently lacking, since a lot of multi-family senior housing was available in Roseville, but not from an affordable standpoint. With HRD-2 zoning on this site and its proximity abutting LDR on two sides, Councilmember Etten reiterated his concern in rezoning the property.

Mayor Roe noted the current designation in the Zoning Table of Uses with two distinct categories with varying characteristics for each: group living and family living with a certain number of units. Mayor Roe referenced discussion during the time of the proposed development on County Road B and Cleveland Avenue and traditional rental property with a lower number of larger units and more amenities. Mayor Roe suggested looking at that type of scenario and two types of living categories for this type of application as well: traditional family living rental units in HDR and a second category for group living that is more specific and regulated such as this; with a line added to the Table of uses for property standards distinguishing maximum density for each category. Mayor Roe noted this would allow for more site-specific consideration for either type of category if applicable, and may prove an easier and quicker solution than the PUD process.

Councilmember McGehee stated her opposition to such a solution, since it would become applicable across the board based on the table already existing. Councilmember McGehee opined that this development proposal was a good fit for the PUD process; and if the PUD ordinance recently adopted was already found to have insufficient flexibility to consider a project such as this, a text amendment to the PUD ordinance seemed a simpler thing to accomplish, allowing the City Council to make a determination on this and future cases. Councilmember McGehee noted the support for this type of project in the community, but also noted the need for conditions applicable to a 62-unit development but not applicable citywide; addressing this specific site without changing the rules for the entire community.

151 In response, Mayor Roe stated that he was personally supportive to change the rules across
152 the board for this type of use, since it had come up on several occasions with a need for more
153 density on a site and not necessarily adding a lot of other issues to surrounding properties.
154 Mayor Roe expressed his concern in having a developer need to jump hoops or meet
155 standards for a PUD simply to gain a little more density.

156 Councilmember Willmus stated his concerns with amending the Table that may have long-
157 term applications and affect how this or any facility may change over the life of the
158 infrastructure in place. Councilmember Willmus noted the frequency of seeing apartments
159 constructed as market rate and then converting to condominiums, creating his concern in
160 amending the Table with such specificity as suggested by Mayor Roe.

161 Mayor Roe noted that these units were smaller and not as appealing for conversion, which
162 could be a further consideration as well.

163 Mr. Paschke questioned whether this could qualify as group living under state statute; and
164 noted the proposed financing from various agencies to develop this as affordable senior
165 housing and the specific regulations for that financing.

166 Mayor Roe agreed that his suggestion may not suffice since he had incorrectly thought this
167 proposal was for an assisted living type facility, and not for afford-able senior housing which
168 is what is actually proposed. Mayor Roe thanked staff for setting him straight and withdrew
169 his text amendment suggestion.

170 As a point of information, City Manager Trudgeon noted that the PUD ordinance, specific to
171 density, allowed for only up to a 10% increase in residential density, and with 42 units
172 allowed, that would only increase units by another 4 units for a total of 46 units. Mr.
173 Trudgeon noted that the developer had already stated that their proposal wasn't feasible for
174 anything under 60 units.

175 Councilmember McGehee spoke in support of tabling this request pending further
176 investigation of how to make it work short- and long-term. Councilmember McGehee noted
177 that this site was ideal for seniors to access amenities without driving; and she spoke in favor
178 of this location, but not as HDR-2 zoning designation.

179 Mayor Roe noted the options included tabling or extending, depending on the land use
180 review deadline and process.

181 Councilmember Willmus noted the review process could be extended by the City Council in
182 writing for up to 60-days.

183 City Attorney Gaughan agreed, as per state statute, the City Council has the ability to extend
184 the review period, as long as their specific reasons for the extension are provided to the
185 applicant in writing.

186 From a staff perspective, Mr. Paschke stated that he was unaware of any easy process to
187 accomplish what the City Council appeared to be seeking, whether timing was involved or
188 not. Mr. Paschke advised that a number of things would need to be analyzed and taken into
189 consideration to patch in a text amendment as discussed, or for any other process. Mr.
190 Paschke noted that a number of area residents attended the developer's open house but had
191 not subsequently shown up at the public hearing at the Planning Commission; and suggested
192 that may be an indication of their lack of concern with the development. While

understanding concerns with future development or redevelopment, Mr. Paschke opined that it would not be possible to get a density of 250 units on this site even under today's city code, opining any development would be well below that number of units and may look dramatically different than this proposed development (e.g. parking and the structure itself), but still be subject to the same limitations. Mr. Paschke recognized a significant amount of fear he was hearing from the City Council about the potential for increased density, but stated he could not see any density as high as the 250-units addressed in one of the traffic study scenarios.

Councilmember McGehee opined that those residents attending the open house weren't thinking long-term or ramifications if this proposed development didn't come to fruition, especially if the city was left with a parcel zoned HDR-2 and its implications.

Willmus moved, McGehee seconded, DENIAL of the HDR-2 rezoning request based on the findings that the intensity of such zoning use could result in a greater overall density, height and setbacks on that site, making it a concern due to its proximity to surrounding single-family properties.

Councilmember McGehee spoke to the points made by Councilmember Willmus and in agreement with them. Councilmember McGehee expressed her interest in having the applicant and city planning staff work on ways to make this type of development work for the developer and the city, through some other method than rezoning the parcel to HDR-2.

Councilmember Laliberte admitted she was struggling with this, but concurred with her colleagues: that it was a good proposal and a good addition for Roseville, but created discomfort for her in the build forward design standards resulting in a very tall building right up along the road.

Mayor Roe clarified that city code would require that the building be set back 30' from the street.

Councilmember Laliberte stated she was in favor of a project like this in Roseville, but not with the potential intensity of use on this parcel in the future. Councilmember Laliberte stated she was open to other potential scenarios, but in this case, she would support the findings in the motion.

Councilmember Etten asked staff if there was a way to put a maximum on a structure in HDR-2 zoning, as it related to underground and/or surface parking.

Mr. Paschke responded that it would depend on the size of the units and community space and other amenities of the facility, all project-dependent. On this particular site, Mr. Paschke stated that he could not define a specific maximum density.

Mayor Roe spoke in opposition to the motion to deny the rezoning request, while understanding the findings and concern about future development or redevelopment on the parcel if this project doesn't move forward. However, if the project doesn't move forward, Mayor Roe noted the City still retained the option to change HDR-2 requirements or initiate its own rezoning of the property. If the City Council is of the mind that this appears to be a solution for this project going forward, but concern remains that some other development may push the HDR-2 requirements, there is in the code already a footnote available to help mitigate the situation. Mayor Roe stated that he was more uncomfortable with this

discussion than with other potential paths (e.g. PUD process or his suggested text amendment) and therefore would oppose the motion.

Councilmember Etten stated he was in agreement with Mayor Roe. While supporting the reasons stated for denial, Councilmember Etten opined that Mr. Paschke's point about the maximum potential density that could develop and Mayor Roe's point that if this development proposal fell through, the City could move to reinstate HDR-1 zoning, it was sufficient for him to noted that this was such an important project for Roseville, he would oppose the motion to deny.

Councilmember McGehee spoke in support of the motion to deny in the hopes that the city would work with the developer to come up with a solution to make the project work.

Councilmember Laliberte stated that this ongoing discussion had swayed her and she would oppose the motion to deny. At the request of Councilmember McGehee as to her rationale in doing so, Councilmember Laliberte noted that the fear factor seemed to be a potential for 250 units, creating her original hesitation in supporting the project; and since it appeared not to be feasible, the overall need for and nature of this particular project is important to the community.

Roll Call

Ayes: Willmus and McGehee.

Nays: Laliberte, Etten, and Roe.

Motion failed.

Etten moved, Laliberte seconded, enactment of Ordinance No. ____ (Attachment G) entitled, "An Ordinance Amending Title 10 of Roseville City Code, Changing the Zoning Designation of Certain Real Property;" rezoning the property addressed at 1415 County Road B from HDR-1 to HDR-2 District.

Councilmember Etten noted that he would appreciate other ways to make the project work outside rezoning, he had been convinced that the parcel was small enough that the feared 250 units could not be developed, negating that potential great negative as being unrealistic given current code restraints.

Councilmember Willmus expressed his concern with the overall height of the proposed building to those adjacent single-family parcels; and stated his continued opposition to the rezoning request. Had the rezoning request not been successful, Councilmember Willmus opined that the PUD process could have sufficed, with little effort on the city's part. Councilmember Willmus opined that the City Council was being shortsighted and taking the easy road out especially with long-term implications for the area in doing so.

Councilmember Laliberte asked Councilmember Willmus what path he saw going forward in proposing the PUD process at this stage.

Councilmember Willmus stated his preference to revisit the PUD ordinance. Councilmember Willmus stated that he had no issue with the developer's proposed 62 units; but explained that his issue was that potential project that could occur. Councilmember Willmus noted that he wasn't implying that this developer is going to change their proposal, but noted that they

could market this parcel as HDR-2 without developing their proposed project; and there would be nothing the city could do.

Councilmember McGehee stated her only concern was that if the PUD ordinance is so restrictive it can't be used to facilitate a project like this that was sorely needed in Roseville and serving the population needing this type of housing at this favorable location, then something was wrong with that PUD ordinance. Councilmember McGehee agreed with Councilmember Willmus that the City Council was being shortsighted.

For clarification purposes, and for the benefit of Councilmember McGehee, Councilmember Etten identified several HDR-2 areas in Roseville at this time. Councilmember Etten noted City Manager Trudgeon's information about the actual 10% increase in units available with the PUD ordinance process if applicable; and questioned if that was applicable or the more significant increase of 30% or more in density, that may open the door to other implications, including through the PUD process.

Mayor Roe suggested this PUD ordinance discussion be a separate debate outside this rezoning request.

Mayor Roe noted that a text amendment to the PUD ordinance would require a public process and public hearing before the Planning Commission followed by the developer subsequently applying for and staff analyzing that application and then the approval process. While it may sound simple, Mayor Roe suggested it may not be so given a number of mitigating factors (e.g. size of property, parking, stormwater management, etc.). Mayor Roe noted that staff currently has the ability to require greater setbacks given adjacent uses; and also the City Council has the ability to re-designate zoning back to HDR-1.

Councilmember McGehee opined that this give and take is certainly germane to this rezoning request, and that it would be inappropriate for Mayor Roe to push forward the motion and arguing only his point of view.

Mayor Roe duly noted Councilmember McGehee's comment; but clarified that the City Council is not here to discuss the PUD process, but the motion currently before the body.

Councilmember Laliberte stated she was not concerned if there were a few extra steps needed for the PUD process to evolve; opining that was less a concern for her than doing what was right on this parcel. Councilmember Laliberte stated she would vote to pursue the PUD process if it resulted in a better product no matter the time required to reach that goal.

Councilmember Laliberte withdrew her second to the motion.

Mayor Roe seconded the motion and restated the motion was to approve the rezoning request.

Roll Call

Ayes: Etten and Roe.

Nays: Willmus, Laliberte and McGehee.

Motion failed.

Councilmember Laliberte moved, McGehee seconded, reconsideration of the motion to DENY the rezoning request as previously stated.

Roll Call

Ayes: Willmus, Laliberte and McGehee.

Nays: Etten and Roe.

Motion carried.

Roll Call (Original Willmus/McGehee Motion to DENY based on findings, now under reconsideration):

Ayes: Willmus, Laliberte and McGehee.

Nays: Etten and Roe.

Motion carried.

City Attorney Gaughan advised that a resolution memorializing the findings for denial would be prepared and presented at the next meeting of the City Council.

Interim Community Development Director Collins noted staff's sensitivities with HDR zoning; and advised that staff would look at those during the comprehensive plan update and how PUD fit with that.

Councilmember Willmus suggested a more immediate review by staff of the current PUD ordinance. Councilmember Willmus noted the value of this type of project and community housing needs supported a text amendment, with components as suggested by Councilmember Etten, to the PUD ordinance.

Without objection, staff was so directed.

While admitting it may require a longer process, Councilmember Willmus opined the important thing was to ultimately get this right.

Ms. Collins advised that, if the applicant was still interested, staff would walk them through the process.

Extract of the July 25, 2016 Roseville City Council Meeting Minutes

a. Discussion Regarding High Density Residential (HDR) Housing Districts and the Planned Unit Development (PUD) Process (PROJ0039)

Mayor Roe introduced this item and recognized City Planner Thomas Paschke for up update based on past discussions and direction to staff from the City Council. As detailed in the RCA, Mr. Paschke reviewed the current HDR and PUD processes and issues, and outlined several potential options for consideration by the Planning Commission for recommendation to the City Council (page 2, lines 31-34). Mr. Paschke advised that staff felt these revisions addressed the two areas of concern and allowed more flexibility in HDR-1 and HDR-2 to address those issues.

Specific to the PUD issue and possible amendment to increase density, Mr. Paschke noted lines 36 – 86 addressed staff's analysis related to senior and other housing. Mr. Paschke cautioned that staff thought this may have intended consequences, and therefore at this time, could not support revisions as noted.

Interim Community Development Director Kari Collins noted the purpose of tonight's discussion was to gather the objectives and outcomes the City Council would like to see for HDR proposals (e.g. senior housing classifications as lower impacts); and whether they thought the Conditional Use (CU) process addressed any and all uses, if done on a case by case review. As mentioned by Mr. Paschke, Ms. Collins noted the proposed PUD text amendment pending Planning Commission review and recommendation and City Council approval that would include density language and increase it to 30%. However, Ms. Collins noted this also involved the acreage component that also may need amending, but advised staff was seeking which option the City Council found more to accomplish the desired outcomes it was seeking (from 24 to 36 units as outlined in the proposed draft at 50% versus 30%). Assuming the CU allow up to 50%, Ms. Collins noted it could also be a percentage not necessarily that high, but subject to discussion by the City Council to address mitigation and cost versus benefit analyses.

Mr. Paschke agreed, noting that a subsequent traffic study and case by case review during the CU process may determine that an increase up to 36 units may not work, while something in between may be more preferable and thus recommended rather than the maximum number of units per acre.

At the request of Councilmember Willmus, Mr. Paschke confirmed the maximum building height would remain the same.

Specific to the Good Samaritan proposal and rezoning request that brought this discussion forward, Councilmember Willmus advised his concern was whether or not that was the highest and best use for those parcels. Councilmember Willmus stated he still struggled with that, and therefore wasn't sure if staff's recommendation to move from 24 to 36 units per acre sufficed, without also addressing a maximum building height and design considerations. For reference, Councilmember Willmus stated he wasn't interested in seeing a duplication of the situation at 6800 Xerxes Avenue in Edina, MN; with single-family residential use on one side of the street and 65' to 70' buildings directly across the street. Councilmember Willmus noted the impacts for solar access for those single-family properties; stating the real issue for

him was the overall height and proximity of this type of use to surrounding single-family residential and what those existing neighborhoods would be faced with. Councilmember Willmus questioned if increasing units per acre addressed either of those variables.

Mayor Roe noted, with confirmation from Mr. Paschke, the 30' setback from the side property line that would remain in effect. At the request of Mayor Roe, Mr. Paschke confirmed that there was no HDR-2 zoned parcels yet built upon, but several zoned accordingly. Therefore, Mayor Roe noted any development would need to request rezoning from the city to add height over the 65' in the HDR-1 zone.

Councilmember McGehee noted the existing PUD process now in place, and stated her lack of interest in changing it, since it changed across the entire city, not just for one parcel. Councilmember McGehee noted the city had a history of doing that spot rezoning, which she was not supportive of. However, Councilmember McGehee questioned the best option for a site and desirable project such as the Good Samaritan project where it provided needed housing stock, and whether it was possible to provide a CU for this particular parcel and specify the number of units sought by the developer with appropriate height and setbacks addressed. Councilmember McGehee opined she found their site plan and overall layout reasonable; but struggled with how to specify CU running with the land and to what extent to ensure it conformed with no more than 48 units and the proposed overall building footprint and height, specific to a CU.

Mayor Roe clarified that staff's recommendation was to change the number of units per acre, with all other zoning requirements for HDR-1 and HDR-2 districts remaining unchanged. Mayor Roe noted the Good Samaritan project met all zoning requirements for HDR-1 except the number of units per acre; and this proposed revision attempted to address that, while not changing any other standards already met. Mayor Roe opined that if the City Council wanted a CU to apply more restrictions on other elements, it sounded more like a PUD process to change density.

Mr. Paschke noted the PUD process, up to 36 units in the case of the Good Samaritan project, would serve to limit that project to a certain number of units on the site and other conditions that would run with the property. Mr. Paschke noted the majority of the project met most other HDR-1 conditions.

At the request of Mayor Roe, City Attorney Gaughan clarified that any conditions reasonable related to and pursuant to the CU process and the actual project itself allowed the City Council some latitude and direction under the PUD process to include more ancillary conditions as indicated, and as noted "reasonable" and already within the city's PUD language ordinance.

Mayor Roe clarified the reasons for concern and rationale in looking at PUD's was the notion of providing all other changes when looking to address a particular proposal that met all other requirements of HDR-1, other than rezoning for units per acre, as with the Good Samaritan project. However, Mayor Roe noted that discussion opened up other discussions related to height and setbacks on the site that would follow the property in perpetuity. Therefore, Mayor Roe suggested the city keep the rest of the zoning parameters in place, and allow for no density in CU versus the PUD process; noting that wasn't relevant to this proposal; and therefore suggested not putting that into play in this situation when considering density per acre.

Councilmember McGehee agreed; and questioned if there was a specific reason to bump up HDR-1 and HDR-2 units per acre.

Mayor Roe advised that the reason was to clearly define the number of units at a maximum of 36 units to avoid an infinite number, and as confirmed by Mr. Paschke, anything else would fall under the PUD process.

Under those circumstances, Councilmember McGehee stated her satisfaction with the proposal at 36 units, allowing the Good Samaritan project to reach their preferred goal.

Discussion ensued between Mayor Roe and Councilmember Willmus related to two different zoning categories for a 30% increase in HDR-1 at 36 units per acre. Councilmember Willmus advised he wasn't supportive of HDR-1 at 36 units, and expressed interest for HDR-2 zoning to look at a unit cap per acre; as well as tweaking setback requirements.

Councilmember Etten expressed his appreciation for the latitude this allowed the City Council. However, Councilmember Etten stated one remaining concern was how this worked with the single-family buffers in LDR-1 and LDR-2 zoning for density, referencing the HDR chart and setback requirements based on where they're located for HDR-1 and HDR-2; questioning if the same could be done for height.

Mr. Paschke agreed that could be done, suggesting a 10' allowance for increased density in both districts.

Councilmember Etten stated that would alleviate some of his concerns; and agreed with the setbacks for HDR-2, which were now often significantly less than those found in HDR-1; with no allowances whether next to LDR-1 or LDR-2 zoned properties; and without that protection, higher density remained problematic from his perspective.

Mr. Paschke advised that staff would need to further review those requirements and how they fit with overall design standards in city code, and what could be accomplished with setbacks.

Mayor Roe noted there were other sections of code that dealt with adjacency to single-family parcels, maybe not across the street, but those directly adjacent.

Ms. Collins noted the subscript in the RCA below Table 1004-6 (page 2) addressing dimensional standards.

Mayor Roe noted there were less setback requirements for HDR-1 districts placed in or around Regional Business designations or more intense uses with greater height allowed. Since there isn't anything currently being built on HDR-2 zoned parcels, Mayor Roe noted this allowed the ability for the City Council to look at every proposed HDR-2 parcel next to single-family parcels. Mayor Roe noted this may have been the rationale for setting it up that way and may make sense for some parcels while not with others, all unknown at this point; and allowing future City Councils the discretion to make those changes accordingly. For this specific Good Samaritan project, Mayor Roe opined HDR-1 was what worked for this parcel; and suggested HDR-2 may be part of the comprehensive plan update discussion and MDR and HDR process within the community, providing broader discussion and more public input.

Discussion ensued related to the CU process and ability of the City Council to make decisions on a case by case basis and as part of public health, safety and welfare considerations to review surrounding land uses.

Specific to the calculations for the Good Samaritan project, if around 30%, it would allow for 33 plus units, not much different than the requested 36 units; and suggested that number was appropriate for this particular proposal.

Councilmember Etten stated his preference to think about this more broadly, and not change the chart (page 2) for just this specific project, but to address the building height concern at a maximum of 50' to 55' when adjacent to LDR-1 and LDR-2 parcels. Councilmember Etten opined that may satisfy both needs and give more latitude for the city.

Mayor Roe clarified that there was no recommended change to the chart tonight; and agreed he would like to see height restrictions addressed in code; and preferred that this recommendation come back to the City Council after further refinement and research of those items noted by staff before going through the Planning Commission process with that additional information included.

Mayor Roe also asked that an increase to 36 units per acre be looked at through the CU lens for other properties recently under discussion and deviation from HDR-1 for their specific acreage. If the City Council wants to make this change and CU approval, if it was found that 80% of those other properties fell within that range, Mayor Roe opined that it would provide helpful information within that context and for subsequent discussion.

Without objection, Mayor Roe directed staff to review city code setback language, building height related to adjacencies, and capping units per acre at 36 without conditions and specific to subsequent HDR-1 discussions.

Councilmember McGehee asked if there was a way to simply tweak the PUD ordinance for those projects offering much in terms of amenities and material, to allow a 10% increase in residential density depending on the number of site amenities included. Councilmember McGehee noted once the increase in density was specified at 30% for the PUD, it would be binding and run with the property in perpetuity. Councilmember McGehee stated she saw that as an alternative route to the CU.

Mayor Roe suggested making the PUD increase potential consistent with the CU potential, with the developer having the option to pursue either route for additional density preferences, based on other considerations as a trade-off. Mayor Roe further suggested, if just a density issue, the developer could follow the PUD process, but noted further discussion may occur on that specific issue during subsequent discussion of the City Council when this item returns in the near future.

Councilmember McGehee opined she saw that as a value-added path in the PUD process; but stated she wasn't sure if there was a 10% increase allowed in the context of current requirements; and suggested those discussions be held all-inclusively.

Councilmember Laliberte stated her preference to talk about existing weaknesses in the PUD process, especially since that work was so recently completed; and may need a fresh look to determine if it was working as originally intended. Councilmember Laliberte agreed with tonight's discussion, and agreed with one last review before it went to the Planning Commission. Councilmember Laliberte clarified her rationale in voting against this

originally, seeking that this closer attention to potential inadvertent weaknesses could be addressed.

Councilmember Etten stated his approval in having this come back, both or either topic. Councilmember Etten noted if the PUD allowed up to a 50% increase and review of each specific case for other features, he was fine; but stated he wasn't interested in changing the bulk of current provisions.

Mayor Roe clarified he was seeking discussion, not personally advocating; but wanted to further think about both avenues.

Mayor Roe thanked staff for bringing this additional information forward and their thoughtful approach in doing so.

Extract of the August 15, 2016 Roseville City Council Meeting Minutes

b. Discussion Regarding High Density Residential (HDR) Housing Districts and the Planned Unit Development PUD) Process

Interim Community Development Director Kari Collins provided an update, based on past City Council discussions, on text amendments for HDR-1 and HDR-2 dimensional standards, density greater than 24 units per acre, adjacencies to other land uses, building height, and setbacks.

City Planner Thomas Paschke referenced the RCA seeking feedback on staff's broader look at other district setbacks and dimensional standards as adopted prior to and in the 2010 zoning code changes (Attachment C). Mr. Paschke further referenced page 2 of the RCA specific to density increases and possible building heights addressed as conditional uses. Additional information was provided on specific multi-family housing units, their zoning, number of units per acre and specific addresses for HDR-1 and HDR-2 as well as several Community Business (CB) zoned areas.

Discussion included 167 total sites shown with approximately 20% to 30% of those currently pre-existing nonconforming in general.

From his perspective, Councilmember Willmus opined that, as the city seeks to increase density per acre, it seemed out of character with what the city had done over time, and asked that the City Council note that.

At the request of Mayor Roe, Ms. Collins confirmed that all privately-owned condos were included in the overall HDR count of 167 sites.

Councilmember Laliberte asked Ms. Collins to provide a list of all 167 parcels in list form in addition to their location via maps. Councilmember Laliberte expressed appreciation for the map in the packet detail showing the HDR-1 and HDR-2 locations in proximity to single-family residential uses.

With many things already having come off the table through design-forward requirements as an example, Councilmember McGehee asked what result staff was seeking from this discussion. From her perspective, Councilmember McGehee opined that some aspects of PUD were not looking for greater density, but precluding some interesting design possibilities and flexibility. Councilmember McGehee stated she had always questioned the reality of setbacks (e.g. balconies not being included). Councilmember McGehee opined there were several issues she'd like to address, but she wasn't sure if they were necessarily specific to the direction staff was seeking.

Mr. Paschke clarified that balconies were typically setback from building foundations under current code provisions.

Mayor Roe noted the areas of focus were as outlined in the RCA: greater density per acre, with staff recommending the CU approach, setbacks, adjacency issues, and building forward design. Mayor Roe suggested building forward design seemed more of a comprehensive plan discussion and suggested it be deferred for a more holistic community input process. Mayor Roe suggested further discussion was needed regarding setbacks and adjacencies, as well as unit density being addressed if all other requirements are met.

Councilmember Willmus stated he wasn't sure if all issues were as segregated as the City Council would like them to be. Specific to increased density, Councilmember Willmus noted the proposed process laid out under CU didn't really accomplish what he was looking for: greater protection for adjacent properties dependent on what is written in the comprehensive plan and city code. Councilmember Willmus stated that was his issue; and advised he didn't want to see a potential balcony 15' from a right-of-way adjacent to single family homes. Councilmember Willmus opined that this could be accomplished by review of city code and the comprehensive plan in some of those areas. Councilmember Willmus noted, for example, when a building forward design adjacent to another parcel pushed the building forward toward the street or an intersection, he was concerned with how that impacted the right-of-way at the property line, whether across the street or next door, and issues of scale that come into question for him with higher buildings and their balconies looking down on single-family homes.

Councilmember McGehee agreed that the other issue with setbacks bumping up against single-family uses and the potential for only a 10' separation and with additional height looking into those residential back yards. Councilmember McGehee stated her intent with the PUD process was to invite interesting uses of spaces, and cooperation on sites and design; while this appeared to put a restriction on the city with the density issue. Councilmember McGehee stated that specific areas of interest from her perspective and over and above the list of PUD qualifications included site amenities and flexibility (e.g. underground parking) and while recognizing that this affects these designated properties citywide, she was concerned about waiting for completion of the comprehensive plan update and potential for another development to come forward between now and then.

Mayor Roe noted there were current zoning standards and PUD codes in place that the city had spent considerable time in addressing their detail and criteria. If the consideration was whether or not to increase density by 10%, Mayor Roe advised that he had some additional questions. In previous discussions, Mayor Roe noted the specific Good Samaritan proposal met all HDR-1 requirements with the exception of unit density. Mayor Roe asked if there was a way to accommodate that development without the PUD process or a less expensive or easier process for the developer.

Mr. Paschke advised that a larger issue than that, with there being nothing unique about the Good Samaritan proposal, was that the PUD process is considered the last option in the tool box. From just a density perspective and tweaking that one area, Mr. Paschke opined was not in the city's best interest. While it didn't change that project on its face, Mr. Paschke advised it still didn't achieve all the goals and aspirations for the PUD other than changing one item to qualify it under listed criteria.

In other words, Mayor Roe noted the project didn't meet any notable number or any tradeoffs that the city looked for in the PUD process, with concurrence by Mr. Paschke.

Ms. Collins opined that current code was subjective enough that it could fit anything in overarching goals, but as far as the PUD process, the intent was to obtain a unique proposal where you're leveraging out-of-the-box standards for creative or superior design. In the case of the Good Samaritan proposal, Ms. Collins noted it was proposing an HDR use on an HDR site, and just sought a little greater density. Ms. Collins opined that would most often be the case; but when staff was looking at options, it sought to look at the city holistically to see where the most benefit was and address density through the CU not only for the Good Samaritan site alone.

Councilmember McGehee stated her absolute agreement with staff's decision on that point. However, Councilmember McGehee stated she was hoping the city's position wasn't that PUD was the last possible implement in the tool box, but hoping it was a positive that could be presented. Councilmember McGehee agreed she found nothing exciting in the Good Samaritan proposal, representing a standard development proposal on a standard lot and providing increased housing stock. To allow that project with a CU seems fine for her, but Councilmember McGehee reiterated her preference to encourage more creativity.

Councilmember Etten stated his appreciation for this approach, addressing density but also if including the height condition as suggested by staff, it provides the city more control. With the current 65' building height allowed, Councilmember Etten noted if conditioning the setback, adjacency and height to single-family homes, it provided the ability to deal with concerns of those residents while still allowing for a reasonable project. Councilmember Etten stated he wasn't concerned with the building forward concept 30' back from the road right-of-way, opining it didn't crowd the road, using the Lexington Apartments as an example, and accomplished moving the parking behind and building forward. Councilmember Etten noted another example was the new Sienna Green building that looked good but changed the character in a positive way.

Councilmember Willmus stated the area of primary concern to him was corner lot situations and potential of 20' setback on the other street frontage versus 30'. Councilmember Willmus noted another concern is if deviating significantly from code to achieve increased setback, did it create a problem with current design standards embedded in the comprehensive plan.

Mr. Paschke responded that the comprehensive plan didn't include specific numbers, and only addressed placement in general terms. Mr. Paschke advised that the regulation is what is established in city code. From his personal perspective, Mr. Paschke stated is the city moved too far back from the 30' setback, it no longer achieved building forward and developers would use that additional 40' or 50' for more than green space.

Councilmember Willmus reiterated that he was not a fan of the building forward design in every case, even though sometimes it may be fine. Overall, Councilmember Willmus stated he was looking for greater flexibility. If the Good Samaritan site was adjacent to big box retail, Councilmember Willmus noted it would be of less concern to him than when adjacent to homes on a side street. Councilmember Willmus opined he found it hard to consider that flexibility while maintaining citywide standards. Councilmember Willmus stated he'd like to think controls were in place for heights with a PUD, but admitted he still had concerns with setbacks of 20' on corner lots, and would like front yard setbacks increased slightly as building height increases.

Mr. Paschke noted in Community Mixed Use Districts (CMU) when adjacent to a greenway area or other areas, the upper stories had to be set back further. Mr. Paschke suggested that could be explored through this process as well and would result in creating less of a mass.

Mayor Roe noted that would be in line with his thoughts as he reviewed the chart in Attachment C. Mayor Roe stated he didn't have as much concern with MDR parcels, but suggested consistency with single-family considerations, and suggested language such as: "greater of X feet or 50% of building height as setback adjacent to single-family residential." Mayor Roe stated his interest in also talking about that related front yard setback.

Councilmember Willmus spoke in support of the ratio as suggested by Mr. Paschke, the higher you go, the more you're required to step the building back.

Without objection, Mayor Roe noted that the council directed staff to use the CU process for density above 24 units per acre for HDR-1 multi-family buildings and CU for heights above 45', including stepping back setbacks when adjacent to single family uses, applying the ratio, and associated language for stepping back for corner and street setbacks referencing LDR-1, LDR-2, and MDR as well for consistency.

Regarding design standard language, Mayor Roe questioned if the Good Samaritan proposal met those requirements, based on location of their primary entrance and how it was to face one of two streets, but instead faced their parking lot. Mayor Roe stated some of those things helped him with the 30' setback, and this was not an urban design building forward, but as the 2010 code language was intended to address related to avoiding a "sea of asphalt" between the street and building. Mayor Roe opined that the challenge was to find something between urban design that placed buildings up against a sidewalk that was of little interest to the city with few exceptions, but also to move away from past developments with a huge parking lot in front of a building.

Councilmember McGehee asked Ms. Collins to bring ideas forward for better looking parking lots that could address some of the city's existing aesthetically displeasing parking lots, including sustainable parking lots and landscaping features.

Mayor Roe noted this had come up with the 2010 zoning improvements and former standards, while presenting a challenge in what triggered meeting those new standards and the expense involved with those improvements.

Mr. Paschke agreed, noting this also was at the heart of requirements versus suggestions and not attempting to stifle redevelopment if a BMP was required for all projects, and balancing desired outcomes and realities for developers and property owners.

Ms. Collins noted this was an area to give consideration to in the EDA homework about environmental design and financing tools.

Specific to primary street frontage in the Good Samaritan proposal, Councilmember Willmus asked if that could be accomplished by the primary drive requirement in city code.

Mr. Paschke responded that it could not, as the Good Samaritan proposed building would have its primary frontage on County Road B, as that called out the most pedestrian traffic area as called out specifically in city code versus how a parcel is addressed and addressed in a sidebar of the definition for a primary street.

Mayor Roe noted language about corner lots and how they primary street was addressed in that context; and asked that staff review both sections to make sure code was not contradictory.

Without objection, Mayor Roe clarified for staff that the council directed them to adjust the maximum unit density to 36 units/acre and maximum height for HDR-2 to 65' with anything over that requiring a CU.

Ms. Collins reviewed the next step in the process to use tonight's City Council input to formulate text amendments by staff to present to the Planning Commission and subsequent public hearing for recommendation to the City Council for final decision-making.

Mayor Roe clarified direction for staff that adjacencies and setbacks would impact HDR, but also all commercial and office and industrial districts as well, duly noted by Ms. Collins. Without objection, Mayor Roe noted this would allow the same standards to apply for adjacencies throughout city code text. Mayor Roe noted this applied to adjacencies to LDR and MDR uses in city code versus adjacencies to other residential uses.

Pre 2010 Code

Zoning District	R-3/R-3A	R-4/R-5	R-7
Dimensional Standards			
Building Height	30 feet	30 feet	unlimited
Front Yard Setback	30	30	50**
Side Yard Setback	15	15*	40***
Rear Yard Setback	30	30	40***
Setback Adj Residential	none	none	

* - requires setback equal to 15 feet or $\frac{3}{4}$ height of building, whichever is greater.

** - requires an additional foot of setback for each foot of building height over 75 feet.

*** - requires an additional $\frac{1}{2}$ foot of setback for each additional foot of building height over 75 feet.

2010 Code

Zoning District	MDR	HDR-1	HDR-2	NB	CB	RB	CMU	O/BP	I
Dimensional Standards									
Building height	40 feet	65 feet	95 feet	35 feet	40 feet	65 feet**	35/65 feet	60 feet**	60 feet
Front yard setback	varies*	30	10	none	0-25	none	0-25	varies	30
Side yard setback	varies*	10	20% bldg. height	10	none	none	none	10	10
Rear yard setback	varies*	30	20% bldg. height	10	10	10	none	10	20
Setback adj residential	none	20	50% bldg. height	10 side 25 rear	10 side 25 rear	10 side 25 rear	none	40	40

* - setback varies based upon the placement of the building and type of parking lot design between building and public street.

** - greater height allowance with approved CU

Planning Division recommended Text Amendments to Tables 1004-6, 1005-2, 1005-3, and 1005-4.

B. Dimensional Standards:

Table 1004-6	HDR-1		HDR-2
	Attached	Multifamily	Multifamily
Maximum density	24 Units/net acre b		~~None~~ 36 units/net acre c
Minimum density	12 Units/net acre		24 Units/net acre
Maximum building height	35 Feet	~~65~~ 45 Feet d	~~95~~ 65 Feet e
Maximum improvement area	75%	75%	85%
Minimum front yard building setback			
Street	30 Feet	30 Feet	10 Feet
Interior courtyard	10 Feet	10 Feet	15 Feet
Minimum side yard building setback			
Interior— <u>adjacent to LDR-1, LDR-2, and MDR</u>	8 Feet (end unit)	20 feet, <u>or 50% of building height, whichever is greater</u> when adjacent to Ldr-1 or Ldr-2 10 Feet, all other uses	20% Height of the building <u>10 feet or 50% of building height, whichever is greater a</u>
<u>Interior – adjacent all other districts</u>	8 Feet (end unit)	20 feet, when adjacent to Ldr-1 or Ldr-2 10 feet <u>or 50% of building height, whichever is greater</u> , all other uses	20% Height of the building <u>10 feet or 50% of building height, whichever is greater</u>
Corner	15 Feet	20 Feet	20% Height of the building a
Minimum rear yard building setback	30 Feet	30 Feet	50% Height of the building <u>20 feet or 50% of building height, whichever is greater a</u>

- a. The City may require a greater or lesser setback based on surrounding land uses. (Ord. 1411, 6-13-2011); (Ord.1405, 2-28-2011)
- b. **Density in the HDR-1 district may be increased to 36 units/net acre with approved conditional use.**
- c. **Density in the HDR-2 district may be increased over 36 units/net acre with approved conditional use.**
- d. **Building height above 45 feet requires a CU in the HDR-1**
- e. **Building height over 65 feet requires CU in HDR-2**

NB Dimensional Standards

Table 1005-2	
Minimum lot area	No requirement
Maximum building height	35 feet
Minimum front yard building setback	No requirement
Minimum side yard building setback	6 feet where windows are located on a side wall or on an adjacent wall of an abutting property 10 feet <u>or 50% of building height, whichever is greater</u> , from residential lot boundary Otherwise not required
Minimum rear yard building setback	25 feet from residential lot boundary 10 feet from nonresidential boundary
Minimum surface parking setback	5 feet

CB Dimensional Standards

Table 1005-3	
Minimum lot area	No requirement
Maximum building height	40 Feet
Front yard building setback (min. - max.)	0 To 25 feet ^a
Minimum side yard building setback	6 feet where windows are located on a side wall or on an adjacent wall of an abutting property 10 feet <u>or 50% of building height, whichever is greater</u> , from residential lot boundary ^b Otherwise not required
Minimum rear yard building setback	25 feet from residential lot boundary 10 feet from nonresidential boundary
Minimum surface parking setback	5 feet

- a Unless it is determined by the Community Development Department that a certain setback minimum distance is necessary for the building or to accommodate public infrastructure.
- b Unless greater setbacks are required under Section 1011.12E.1. of this Title.

RB Dimensional Standards

Table 1005-4	
Minimum lot area	No requirement
Maximum building height	65 feet; taller buildings may be allowed as conditional use
Minimum front yard building setback	No requirement (see frontage requirement below)
Minimum side yard building setback	6 feet where windows are located on a side wall or on an adjacent wall of an abutting property 10 feet <u>or 50% of building height, whichever is greater,</u> from residential lot boundary Otherwise not required
Minimum rear yard building setback	25 feet <u>or 50% of building height, whichever is greater,</u> from residential lot boundary 10 feet from nonresidential boundary ^a
Minimum surface parking setback	5 feet

a Unless greater setbacks are required under Section 1011.12 E.1. of this Title.

City of Roseville

ORDINANCE NO. _____

AN ORDINANCE AMENDING TABLES 1004-6, 1005-2, 1005-3, AND 1005-4 OF
TITLE 10 ZONING ORDINANCE OF THE ROSEVILLE CITY CODE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Purpose: The Roseville City Code is hereby amended to modify high density residential project density, building height, and building setbacks adjacent to Low Density-1 and 2 and Medium Density Residential Districts.

SECTION 2. Table 1004-6 is hereby amended as follows to address net residential unit density:

Table 1004-6	HDR-1		HDR-2
	Attached	Multifamily	Multifamily
Maximum density	24 Units/net acre ^b		~~None~~ <u>36 Units/net acre ^c</u>
Minimum density	12 Units/net acre		24 Units/net acre

b. Density in the HDR-1 district may be increased to 36 units/net acre with approved conditional use.

c. Density in the HDR-2 district may be increased to more than 36 units/net acre with approved conditional use.

SECTION 3. Table 1004-6 is hereby amended as follows to address building height in High Density Residential-1 and 2 Districts:

Table 1004-6	HDR-1		HDR-2
	Attached	Multifamily	Multifamily
Maximum building height	35 Feet	~~65~~ 45 Feet ^d	~~95~~ 65 Feet ^e

d. Building height over 45 feet and under 65 feet requires an approved conditional use in the HDR-1

e. Building height over 65 feet requires an approved conditional use in HDR-2

SECTION 4. Table 1004-6 is hereby amended as follows to address building setbacks when projects lie adjacent to Low Density Residential 1 and 2, and Medium Density Residential zoning districts:

Table 1004-6	HDR-1		HDR-2
	Attached	Multifamily	Multifamily
Minimum side yard building setback			
Interior – <u>adjacent to LDR-1, LDR-2, and MDR</u>	8 Feet (end unit)	20 feet, <u>or 50% of building height, whichever is greater</u> when adjacent to Ldr-1 or Ldr-2 10 Feet, all other uses	20% Height of the building <u>10 feet or 50% of building height, whichever is greater</u> ^a
<u>Interior – adjacent all other districts</u>	<u>8 Feet (end unit)</u>	20 feet, when adjacent to Ldr-1 or Ldr-2 10 Feet, all other uses <u>10 feet or 50% of building height, whichever is greater</u>	20% Height of the building <u>10 feet or 50% of building height, whichever is greater</u> ^a
Corner	15 Feet	20 Feet	20% Height of the building ^a
Minimum rear yard building setback	30 Feet	30 Feet	50% Height of the building <u>20 feet or 50% of building height, whichever is greater</u> ^a

SECTION 5. Table 1005-2 is hereby amended as follows to address building setbacks when projects lie adjacent to a residential lot boundary:

Table 1005-2 - NB Dimensional Standards	
Minimum lot area	No requirement
Maximum building height	35 feet
Minimum front yard building setback	No requirement
Minimum side yard building setback	6 feet where windows are located on a side wall or on an adjacent wall of an abutting property 10 feet <u>or 50% of building height, whichever is greater</u> , from residential lot boundary Otherwise not required
Minimum rear yard building setback	25 feet from residential lot boundary 10 feet from nonresidential boundary
Minimum surface parking setback	5 feet

SECTION 6. Table 1005-3 is hereby amended as follows to address building setbacks when projects lie adjacent to a residential lot boundary:

Table 1005-3 - CB Dimensional Standards	
Minimum lot area	No requirement
Maximum building height	40 Feet
Front yard building setback (min. - max.)	0 To 25 feet ^a

Minimum side yard building setback	6 feet where windows are located on a side wall or on an adjacent wall of an abutting property 10 feet or 50% of building height, whichever is greater, from residential lot boundary ^b Otherwise not required
Minimum rear yard building setback	25 feet from residential lot boundary 10 feet from nonresidential boundary
Minimum surface parking setback	5 feet

- a Unless it is determined by the Community Development Department that a certain setback minimum distance is necessary for the building or to accommodate public infrastructure.
- b Unless greater setbacks are required under Section 1011.12E.1. of this Title.

SECTION 7. Table 1005-4 is hereby amended as follows to address building setbacks when projects lie adjacent to a residential lot boundary:

Table 1005-4 - RB Dimensional Standards	
Minimum lot area	No requirement
Maximum building height	65 feet; taller buildings may be allowed as conditional use
Minimum front yard building setback	No requirement (see frontage requirement below)
Minimum side yard building setback	6 feet where windows are located on a side wall or on an adjacent wall of an abutting property 10 feet or 50% of building height, whichever is greater, from residential lot boundary Otherwise not required
Minimum rear yard building setback	25 feet or 50% of building height, whichever is greater, from residential lot boundary 10 feet from nonresidential boundary ^a
Minimum surface parking setback	5 feet

- a Unless greater setbacks are required under Section 1011.12 E.1. of this Title.

SECTION 8. Effective Date. This ordinance amendment to the Roseville City Code shall take effect upon passage and publication.

Passed this 24th day of October, 2016.

City of Roseville

ORDINANCE SUMMARY NO. ____

**AN ORDINANCE AMENDING TABLES 1004-6, 1005-2, 1005-3, AND 1005-4 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 November 24, 2016:

The Roseville City Code, Title 10, Zoning Code, has been amended to modify high density residential project density, building height, and building setbacks adjacent to Low Density-1 and 2 and Medium Density Residential Districts.

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.ci.roseville.mn.us).

Attest: _____
Patrick Trudgeon, City Manager

Date: October 24, 2016

Item: 11.a

Roseville Area Superintendent

Aldo Sicoli Partnering for

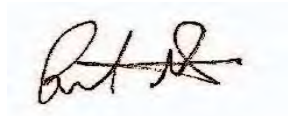
Future/Facility Update

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 10/24/2016
Item No.: 12.a

Department Approval

City Manager Approval



Item Description: **Public Hearing for Input on a Portable Recording System, aka, (Body Worn Cameras) Policy**

BACKGROUND

The Police Department intends on implementing a Portable Recording System (PRS), otherwise known as body worn cameras, in 2017. PRS have been increasingly important in law enforcement across the country. Citizens rightly demand transparency in law enforcement and PRS is a great tool in providing it. The Minnesota Chiefs of Police Association estimates that at least 40 police agencies in Minnesota are using or testing PRS in 2016. It is believed that PRS will soon become as widely used as in-squad cameras are now for law enforcement.

The Department has been testing PRS from two companies- Taser (3 cameras) and Panasonic (1-2 cameras)- for the past two years. Panasonic is the current vendor for the Department's in-squad cameras which have been in operation since 2009. Panasonic's PRS used by the Department is in a beta-testing environment with the Department giving user feedback to the company. The next commercially available PRS from Panasonic will not be available until approximately April of 2017. Taser's PRS is currently available and are in use by many law enforcement agencies across Minnesota.

A user group within the Police Department will research PRS from other vendors, ultimately rank them and forward the rankings to the chief for selection.

The proposed 2017 and 2018 CIP accounts for \$41,715 each year to replace the existing in-squad cameras. The Department intends to purchase PRS in 2017 using this fund and replace in-squad cameras as they fail by using other budgetary and/or non-budgetary funds. It is expected this amount of money will pay for 50 PRS- one for each officer with two available as spare units. PRS cameras themselves range in price from \$400-800 each. Data storage is another variable. The Department expects to keep the 2018 CIP fund intact in order to replace additional in-squad cameras in 2018 as they are beyond their expected useful life.

In the 2016 Legislative Session, the Minnesota Legislature passed updates into the existing MN Data Practices Statute 13.82. subd. 2 involving PRS. Part of the update mandates that law enforcement agencies incorporating PRS have a policy and the governing bodies incorporate public input into the

31 development of the policy at a “regularly-scheduled meeting”.
32

33 The updated statute accompanies this RCA and the information on public input begins in section 8.28
34 and is highlighted in yellow.
35

36 The draft policy has been under discussion with a working group within the Police Department. A post-
37 working group draft policy accompanies this RCA and a copy has been available on the Police
38 Department’s website since the first week of October. The League of Minnesota Cities authored a
39 model policy which also accompanies this RCA.
40

41 The Police Department will also accept public input by mail and electronically by a survey which has
42 been available on the Police Department’s website since the first week of October. We expect input will
43 be received until mid- November in order to finalize the policy by 12/31/16, to comply with the state
44 statute.

45 **POLICY OBJECTIVE**

46 This objective meets all of the requirements set forth in state statute.

47 **FINANCIAL IMPACTS** 48

49 No expected financial impacts in hosting the public meeting and soliciting input from the community.
50

51 Financial impacts will undoubtedly impact operations in 2017 after the implementation of PRS across
52 the Department. The Department is not currently staffed to complete the mandatory task of copying all
53 in-squad camera videos for criminal prosecution. The videos must be made available to the prosecuting
54 attorney at the time of the first court appearance of each arrested person. The Department has made
55 arrangements with the City Attorney’s office to copy some in-squad videos at an additional cost to the
56 Department in order to meet the mandate.
57

58 Copying mandatory PRS videos for prosecution by current staff is not be possible at current staffing
59 levels. Currently the officers testing Taser PRS make copies themselves at a considerable cost of time.
60 They are off the street for hours at a time while making necessary copies.
61

62 The Department previously presented a 2017 Budget request to City Manager Trudgeon for a part-time
63 Investigative Aid that was not included in the City Manager’s 2017 Budget Request. The aid would
64 have two main duties- data mine for stolen property and suspect information in the Automated Pawn
65 System (APS)- along with copying PRS and in-squad videos. The Investigative Aid would also allow
66 the Department to better serve the public in returning stolen goods to the proper owner, develop suspect
67 information in stolen property cases and allow the current detective that spends at least 25% of his work
68 day data mining in APS to pay additional attention to other criminal cases.
69

70 A past five-year average of the annual pawn license fee and APS transaction fees received as income for
71 the City is \$68,258. Currently, these funds are deposited in the City’s General Fund. The Department
72 expects the part-time Investigative Aid will cost approximately \$27,000/year, plus some first year start
73 up expenses.

74 **STAFF RECOMMENDATION**

75 Hold the public hearing to solicit input from the public on the proposed Roseville Police Department
76 Policy on a Portable Recording System.

77 **REQUESTED COUNCIL ACTION**

78
79 Hold the public hearing to solicit input from the public on the proposed Roseville Police Department Policy
80 on a Portable Recording System.

81

Prepared by: Chief Rick Mathwig
Attachment A. Draft Portable Recording System policy
Attachment B. 2016 MN State Statue, 13.82, sub 2
Attachment C. LMCIT Model Policy

1 ROSEVILLE POLICE DEPARTMENT

2
3 PATROL PROCEDURE: 31x4
5 EFFECTIVE: November 20166
7
8 **SUBJECT: Portable Recording System (PRS)**
910
11
12 **PURPOSE**
13

14 To establish guidelines for the use, management, storage, retrieval and duplication of video and audio
15 media recorded by the Portable Recording System (PRS). The Roseville Police Department may provide
16 members with access to a PRS for use during the performance of their duties. The use of a PRS is
17 intended to enhance the mission of the Department by accurately capturing contacts between members
18 of the Department and the public.
19

20
21 **I. POLICY**
22

23 The Roseville Police Department may provide members with access to portable recorders for use
24 during the performance of their duties. The use of the recorders is intended to enhance the
25 mission of the Department by documenting contacts between members of the Department and
26 the public. Digital evidence captured by the portable recording system is not all inclusive. The
27 system captures a less broad and less detailed image than the totality of the human senses.
28
29

30 **II. PORTABLE RECORDING SYSTEM PROGRAM OBJECTIVES**
31

32 The Roseville Police Department has adopted the use of PRSs to accomplish the following
33 objectives:
34

- 35 A. To enhance accountability and public trust by preserving evidence of officer's interactions
36 with citizens.
- 37
- 38 B. Capture digital audio-video evidence for criminal, civil and traffic-related court cases.
39
- 40 C. Assist officers with recalling factors or other details captured by the equipment that will help
41 them accurately articulate a chain of events when writing reports.
42
- 43 D. Be used as a training tool for officer safety and best practices in the Roseville Police
44 Department.
45

46
47 **II. SCOPE**
48

49 This policy governs the use of PRSs in the course of official duties. It does not apply to the use of
50 surreptitious recording devices in undercover operations or the use of squad-based (dash-cam)
51 video recorders. The chief or chief's designee may supersede this policy by providing specific
52 instructions for the use of PRSs to individual officers, or providing specific instructions for the use
53 of PRSs pertaining to certain events or classes of events, including but not limited to protests and
54 demonstrations.
55
56

57 **III. DEFINITIONS**

- 58
- 59 A. Portable recording system: A device worn by a peace officer that is capable of both video
- 60 and audio recording of the officer's activities and interactions with others or collecting digital
- 61 multimedia evidence as part of an investigation.
- 62
- 63 B. Portable recording system data: Audio or video data collected by a portable recording
- 64 system.
- 65
- 66 C. Redact: blur video or distort audio so that the identity of the subject in a recording is
- 67 obscured sufficiently to render the subject unidentifiable.
- 68
- 69 D. General citizen contact: An informal encounter with a citizen that is not and does not become
- 70 law enforcement-related or adversarial, and a recording of the event would not yield
- 71 information relevant to an ongoing investigation. Examples include, but are not limited to,
- 72 assisting a motorist with directions, community outreach events (COE's), summoning a tow
- 73 truck, or receiving generalized concerns from a citizen about crime trends in his or her
- 74 neighborhood.
- 75
- 76 E. Evidentiary value: Information that may be useful as proof in a criminal prosecution, related
- 77 civil or administrative proceeding, further investigation of an actual or suspected criminal act,
- 78 or in considering an allegation against a law enforcement agency or officer.
- 79
- 80 F. Adversarial: An encounter with a person that becomes confrontational, during which at least
- 81 one person expresses anger, resentment, or hostility toward the other, or at least one person
- 82 directs toward the other verbal conduct consisting of arguing, threatening, challenging,
- 83 swearing, yelling, or shouting. Encounters in which a citizen demands to be recorded or
- 84 initiates recording on his or her own are deemed adversarial.
- 85

86

87 **IV. USE AND DOCUMENTATION**

- 88
- 89 A. Officers may only use department-issued PRS in the performance of official duties for this
- 90 agency or when otherwise performing authorized law enforcement services as an employee
- 91 of this department.
- 92
- 93 B. All Officers who are issued a PRS must receive training in the use of the PRS by an
- 94 authorized representative. Only those officers that have been issued a PRS and have
- 95 received the department authorized training may operate a PRS. All RPD employees who
- 96 use the PRS systems shall receive training on these systems and this policy.
- 97
- 98 C. All officers issued a PRS are required to wear and use their PRS while working in any
- 99 uniformed assignment. This applies to overtime assignments and uniformed off-duty
- 100 employment in the City of Roseville.
- 101
- 102 D. Officers should wear their PRS at the location on their body and in the manner specified in
- 103 training.
- 104
- 105 E. Officers shall conduct a function test of their issued PRS at the beginning of their shift to
- 106 make sure the devices are operating properly. Officers noting a malfunction during testing or
- 107 any other time shall promptly report the malfunction to the on-duty supervisor and shall
- 108 complete an Equipment Service Request. A replacement PRS should be used, if available.
- 109 Officers shall not attempt maintenance or repair of any component of the PRS.
- 110
- 111 F. Officers must document their use and non-use of the PRS as follows:
- 112

1. Whenever an officer makes a recording, the existence of the recording shall be documented in the incident report. If no incident report exists, then the existence of the recording will be documented through the classification process.
 2. If there is a failure to record an activity that is required to be recorded under this policy or only captures a part of the activity, the officer must document the circumstances and reasons for not recording in an incident report or CAD record.
- G. The PRS is not a replacement for an officer's written report.
- H. Officers failing to adhere to this policy or applicable laws regarding the use of a PRS and any associated data, including but not limited to restrictions regarding accessing such data, are subject to discipline, up to and including termination.
- I. The department will maintain the following records and documents relating to PRS use, which are classified as public data: 1). The total number of PRSs owned or maintained by the agency, 2) A daily record of the total number of PRSs actually deployed and used by officers, 3) The total amount of recorded PRS data collected and maintained; and 4) This policy, together with the Records Retention Schedule.
- J. By department policy: no department employee will take any actions intended to damage or render any part of the PRS inoperable, overwrite recorded data, or defeat the intended use of the PRS.

V. GENERAL GUIDELINES FOR RECORDING

- A. At no time is an officer expected to jeopardize his or her safety in order to activate the PRS. Officer safety and public safety take precedence over recording events. Officer safety and the safety of the public shall be the primary considerations when contacting citizens or conducting vehicle stops, not the ability to record an event. Officers need not activate their cameras when it would be unsafe, impossible, or impractical to do so. However, the PRS should be activated as soon as practical. In such instances of not recording when otherwise required, it must be documented as specified in the Use and Documentation guidelines (section IV).
- B. This policy is not intended to describe every possible situation in which the PRS should be used. Members should activate the recorder any time the member believes it would be appropriate or valuable to record an incident.
- C. Officers shall activate their PRSs when responding to all calls for service and during all law enforcement-related encounters and activities, including but not limited to pursuits, *Terry* stops of motorists and pedestrians, traffic stops, arrests, searches, suspect interviews and interrogations, and during any police/citizen contacts that becomes adversarial.
- D. Officers should activate their PRS prior to any use of force. If a PRS is not activated prior to a use of force, it should be activated as soon as safe to do so.
- E. Officers shall activate their PRS when directed to do so by a supervisor.
- F. Officers should use their PRS to record their transportation and the physical transfer of persons in their custody to hospitals, detox, mental health care facilities, juvenile detention centers, court of laws and jails, but otherwise should not record in these facilities unless the officer anticipates witnessing a criminal event or being involved in or witnessing an adversarial encounter or use-of-force incident.
- G. All strip searches shall be recorded by at least one person present during the entirety of the

- strip search, including all pre-search instructions provided to the person being searched. The camera shall be positioned to assure that only audio data is collected and that the person being searched is not captured on video.
- H. Except as otherwise directed, officers have discretion to record or not record incidental general citizen contacts that do not become law enforcement-related or adversarial, and when a recording of the event would not yield information relevant to an ongoing investigation. Examples include, but are not limited to, assisting a motorist with directions, summoning a tow truck, or receiving generalized concerns from a citizen about crime trends in his or her neighborhood.
 - I. Officers need not record persons being provided medical care unless there is reason to believe that the recording would document information having evidentiary value. When responding to an apparent mental health crisis or event, PRSs should be activated as necessary to document any use of force and the basis for it, and any other information having evidentiary value, but need not be activated when doing so would serve only to record symptoms of behaviors believed to be attributable to the mental health issues.
 - J. Officers have no affirmative duty to inform people that a PRS is being operated or that the individuals are being recorded. Officers may elect to notify people they encounter that a PRS is being operated if they feel that doing so may de-escalate an encounter. If asked, officers are required to provide a factual response about recording.
 - K. When taking a formal statement from a victim or witness, an officer should make an attempt to notify a victim or witness on the use of the PRS, unless they believe that it would distract from the investigation.
 - L. Once activated, the PRS should continue recording until the conclusion of the incident or until it becomes readily apparent that additional recording is unlikely to capture information having any evidentiary value. A sergeant, supervisor, or detective having charge of a scene can likewise direct the discontinuance of recording when further recording is unlikely to capture additional information having evidentiary value. Officers shall state the reasons for ceasing the recording on camera before deactivating their PRS. If circumstances change, officers shall reactivate their cameras as required by this policy to capture information having evidentiary value.
 - M. Officers may cease recording under the following situations:
 - 1. To protect the identity of an officer in an undercover capacity.
 - 2. To protect the identity of an informant.
 - 3. If a request is made for a PRS to be turned off by a party being contacted, the officer should take into account the overall circumstances and what is most beneficial to all involved, before deciding to honor the request. For example, an officer may choose to turn off the PRS if its operation is inhibiting a victim or witness from giving a statement. Factors to consider may include the type of call and the vulnerability of the victim, such as the victim of a sexual assault.
 - 4. Recording may be temporarily ceased to exchange information with other officers. The reason to cease and resume recording will be noted by the officer verbally on the PRS or in a written report.
 - 5. When a supervisor has determined in advance that the video or audio data could result in the disclosure of operational or tactical information that would compromise the effectiveness of future actions or jeopardize officer safety.
 - 6. When it reasonably appears to the officer that an individual's privacy outweighs any legitimate law enforcement interest in recording. Recording should resume when privacy is no longer at issue unless the circumstances no longer fit the criteria for recording.

- 225 N. Officers shall not intentionally block the PRS audio or visual recording functionality to defeat
226 the purposes of this policy.
227
- 228 O. Notwithstanding any other provision in this policy, officers shall not use their PRS to record
229 other agency personnel during non-enforcement related activities, such as during pre- and
230 post-shift time in locker rooms, during meal breaks, or during other private conversations.
231 The Chief of Police may authorize the use of PRS's as part of an administrative or internal
232 criminal investigation.
233

234

235 **VI. DOWNLOADING AND LABELING DATA**

236

- 237 A. Each officer using a PRS is responsible for transferring or ensuring the proper transfer of the
238 data from his or her camera to the designated data storage location by the end of that
239 officer's shift. If there is an unforeseen issue in transferring, a supervisor should be notified.
240
- 241 B. If an officer is involved in a shooting, in-custody death, or other law enforcement activity
242 resulting in death or great bodily harm, a supervisor or detective shall take custody of the
243 officer's PRS and assume responsibility for transferring the data from it. If an investigating
244 agency requests to take control of the PRS, the data must first be transferred to the
245 department's servers and the chief of police or designee must authorize the transfer of the
246 PRS to the outside agency.
247
- 248 C. Officers should classify the PRS data files at the time of video capture or transfer to storage.
249 See Appendix A for the classifications and definitions.
250

251

252

253 **VII. ACCESS TO PRS DATA**

254

- 255 A. It is not the intent of the department to review digital evidence for the purpose of general
256 performance review, for routine preparations of performance reports, or to discover policy
257 violations.
258
- 259 B. Access to PRS data shall be limited to the employee who captures the video, supervisory
260 personnel, and those detectives or officers who are participating in an official department
261 investigation.
262
- 263 C. Officers may access and view stored PRS data of incidents in which they have been directly
264 involved. Officers can view saved data to 1) Refresh memories of events and statements
265 prior to completing reports or making statements, 2) Ensure the system is operating properly
266 and/or 3) Self-Critique.
267
- 268 D. Officers may display portions of the PRS footage to witnesses for purposes of investigation as
269 allowed by Minn. State 13.82, subd 15. Officers should generally limit these displays in order
270 to protect against the incidental disclosure of individuals whose identities are not public.
271
- 272 E. PRS data may be shared with other law enforcement agencies only for legitimate law
273 enforcement purposes. It shall be made available to prosecutors, courts, and other criminal
274 justice entities as provided by law.
275
- 276 F. No employee may access the department's PRS data except for legitimate law enforcement
277 or data administration purposes.
278
- 279 G. Agency personnel shall document their reasons for accessing stored PRS data at the time of
280 each access. Agency personnel are prohibited from accessing PRS data for non-business

reasons and from sharing the data for non-law enforcement related purposes, including uploading PRS data recorded or maintained by this agency to public and social media websites.

- H. Employees seeking access to PRS data for non-business reasons may make a request for it in the same manner as any member of the public.
- I. Personally owned devices, including but not limited to computers and mobile devices, shall not be programmed or used to access or view agency PRS data.
- J. Officers shall not intentionally edit, alter or erase any PRS recording unless otherwise expressly authorized by the chief or the chief's designee.

VIII. **AGENCY USE OF DATA**

- A. At least once a month, supervisors will randomly review PRS usage by each officer to ensure compliance with this policy.
- B. Supervisors and other assigned personnel may access PRS data for the purposes of reviewing or investigating a specific incident that has given rise to a complaint or concern about officer misconduct or performance.
- C. Officers should contact their supervisors to discuss retaining and using PRS footage for training purposes. Officer objections need to be submitted to the Chief of Police to determine if the value of training outweighs the officer's objection to releasing the video.
- D. Field Training officers may utilize PRS data with trainees for the purpose of providing coaching and feedback on the trainee's performance.
- E. PRS data may be viewed for administrative purposes to include, but not limited to:
 - 1. Any incident where a member of the department is injured or killed during the performance of their duties.
 - 2. Any incident involving the use of force by a member of the department so the supervisor can validate the force used was within policy.
 - 3. Any in-custody death.
 - 4. Any police pursuit.
 - 5. When any member of the Department intentionally or unintentionally discharges a firearm at a person regardless whether an individual is struck.
 - 6. Officer Involved traffic collision.
 - 7. Prior to release of recording in response to proper legal request (Ex: subpoena or other court order)
 - 8. In preparation for a civil deposition or responding to an interrogatory where the incident arises from the employee's official duties.
 - 9. When preparing to testify in a criminal, civil or administrative proceeding arising from the employee's official duties.
 - 10. For investigations undertaken by the Department, for the purpose of proving or disproving specific allegations of misconduct. For administrative proceedings, when digital evidence is used by the Department for the purpose of proving or disproving allegations of misconduct, only digital evidence relevant to the investigative scope shall be viewed and retained by investigators. Information relevant to the recordings viewed and seized as evidence by investigators shall be documented as part of the chronological summary of any investigation undertaken by the Department.

- 337 F. Supervisors reviewing event recording should remain focused on the incident or incidents in
338 question and review only those recording relevant to their investigative scope. If improper
339 conduct is discovered during any review of digital evidence, the Supervisor may take the
340 necessary steps to counsel or initiate an internal affairs investigation in adherence with
341 department policy.
342

343 **IX. Administering Access to PRS Data**
344

- 345 A. Data subjects: Under Minnesota law, the following are considered data subjects for
346 purposes of administering access to PRS data:
347
348 1. Any person or entity whose image or voice is documented in the data.
349 2. The officer who collected the data.
350 3. Any other officer whose voice or image is documented in the data, regardless of whether
351 that officer is or can be identified by the recording.
352
- 353 B. PRS data is presumptively private. PRS recordings are classified as private data about the
354 data subjects unless there is a specific law that provides differently. As a result:
355
356 1. PRS data pertaining to people is presumed private, as is PRS data pertaining to
357 businesses or other entities.
358 2. Some PRS data is classified as confidential (see C. below).
359 3. Some PRS data is classified as public (see D. below).
360
- 361 C. Confidential data: PRS data that is collected or created as part of an active criminal
362 investigation is confidential. This classification takes precedence over the "private"
363 classification listed above and the "public" classification listed below.
364
- 365 D. Public Data: The following PRS data is public:
366
367 1. Data documenting the discharged of a firearm by a peace officer in the course of duty,
368 other than for training or the killing of an animal that is sick, injured, or dangerous.
369 2. Data that documents the use of force by a peace officer that results in substantial bodily
370 harm.
371 3. Data that a data subject requests to be made accessible to the public, subject to
372 redaction. Data on any data subject (other than a peace officer) who has not consented
373 to the public release must be redacted if practicable. In addition, any data on undercover
374 officers must be redacted.
375 4. Data that documents the final disposition of a disciplinary action against a public
376 employee.
377
- 378 E. Access to PRS data by non-employees: Officers shall refer members of the media or public
379 seeking access to PRS data to person designated by the Chief of Police, who shall process
380 the request in accordance with the MGDPA and other governing laws. In particular:
381
382 1. An individual shall be allowed to review recorded PRS data about him or herself and
383 other data subjects in the recording, but access shall not be granted:
384
385 a. If the data was collected or created as part of an active investigation.
386 b. To portions of the data that the agency would otherwise be prohibited by law from
387 disclosing to the person seeking access, such as portions that would reveal identities
388 protected by Minn. Stat 13.82, subd. 17.
389
- 390 2. Unless the data is part of an active investigation, an individual data subject shall be
391 provided with a copy of the recording upon request, but subject to the following guidelines
392 on redaction:

- a. Data on other individuals in the recording who do not consent to the release must be redacted.
- b. Data that would identify undercover officers must be redacted.
- c. Data on other officers who are not undercover , and who are on duty and engaged in the performance of official duties, may not be redacted.

X. RETENTION AND COPYING OF RECORDED DATA

- A. Much of the data saved on the server will not be needed for long term retention and will be automatically purged after a minimal time period or when a determination is made that the data no longer needs to be retained. See Appendix A for retention schedules.
- B. Other recorded data will require long term retention and/or transfer to another type of media. Copies of recorded data may be made for the following reasons:
 - 1. For use as evidence in court
 - 2. For review by prosecuting or defense attorneys
 - 3. For use in investigating complaints against officers
 - 4. To assist officers and investigators in an investigation
 - 5. For officer review prior to a court appearance
 - 6. For long term records archiving
 - 7. For use as authorized training material
 - 8. As part of a data request
 - 9. Other uses as approved the Chief of Police
- C. The duplication of recorded data from the server to other media is the responsibility of a person(s) designated by the Chief of Police and trained in the operation of the server and duplicating equipment. Requests for duplicate recorded data should be made in writing a minimum of two days prior to need and submitted to the person(s) designated by the Chief of Police to duplicate data. The data request should include: 1) Case number, 2) Data and time of incident, 3) Name and badge number of officer making the original recording and 4) Reason for the copy. After use, all duplicates shall be returned to the property room manager for disposition.
- D. The copying of all data will be for official business only and subject to Minnesota Data Practices laws. Exceptions shall be approved by the Chief of Police. Data recorded by the PRS and stored on any media is classified as official government data and subject to Minnesota data practices.
- E. All PRS data shall be retained for a minimum period of 90 days. There are no exceptions for erroneously recorded or non-evidentiary data.
- F. Data documenting the discharged of a firearm by a peace office in the course of duty, other than for training or the killing of an animal that is sick, injured, or dangerous, must be maintained for a minimum period of one year.
- G. Certain kinds of PRS data must be retained for six years:
 - 1. Data that documents the use of deadly force by a peace officer.
 - 2. Data documenting circumstances that have given rise to a formal complaint against an officer.
- H. PRS data that is classified as non-evidentiary, becomes classified as non-evidentiary, or is not maintained for training shall be destroyed after 90 days.

- 449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
- I. Upon written request by a PRS data subject, the agency shall retain a recording pertaining to that subject for an additional time period requested by the suspect of up to 180 days. The agency will notify the requested at the time of the request that the data will then be destroyed unless a new written request is received.
 - J. The department will post this policy and the records retention schedule on its website.
 - K. The copying, viewing and distribution of any recorded data for any use not approved by the Chief of Police is prohibited.
 - L. An independent, bi-annual audit will be conducted of the PRS data to determine if the data are appropriately classified, how the data are used and whether the data are destroyed per Minnesota Statute 13.82. The results of the audit are considered public information and will be reported to the Roseville City Council and the Legislative Commission on Data Practices and Personal Data Privacy no later than 60 days following the completion of the audit.



467
468
469 Rick Mathwig
470 Chief of Police
471

Appendix A.

Data Retention

Classification	Definition	Retention
AOA	Footage captured while assisting other agency that may contain evidence	120 days
Arrest	Custodial arrest – No documented Use of Force	2 years
Discharge Firearm	Discharge Firearm per 626.553 Subd 2. Not included in Arrest Incident	1 year
Use of Force	Any Documented Use of Force	6 years
Formal Complaint	PRS data related to a formal complaint	6 years
Response	Response to CFS that does not result in any other classification	90 days
Interview/Investigative	Interview or incident captured on PRS that does not result in any classification	90 days
Test/Accidental Activation	System check at beginning of duty tour / accidental activation	90 days
Traffic Citation/Warn	Traffic stop resulting in citation/warn	1 year
Training	Event that could assist in department training	Manual
Data Subject Request	PRS data requested to be held by subject of data	180 days (subject to be notified before data is deleted)

The retention period will provide department personnel an opportunity to retain the data according to guidelines as set forth in Minnesota Statutes and Ramsey County evidence retention guidelines.

SENATE

STATE OF MINNESOTA

EIGHTY-NINTH SESSION

S.F. No. 498

(SENATE AUTHORS: LATZ and Newman)

DATE	D-PG	OFFICIAL STATUS
02/02/2015	190	Introduction and first reading Referred to Judiciary
03/25/2015	1283a 1353 4868	Comm report: To pass as amended Second reading Rule 47, returned to Judiciary
03/14/2016	4977a 5016	Comm report: To pass as amended Second reading
04/21/2016	5941	Author added Newman
05/02/2016	6577a 6579	Special Order: Amended Third reading Passed
05/17/2016	7058 7058	Returned from House with amendment Senate not concur, conference committee of 3 requested
05/18/2016	7167	Senate conferees Latz; Kent; Ingebrigtsen
05/19/2016	7206	House conferees Cornish; Johnson, B., Hilstrom
05/21/2016	7358c 7366	Conference committee report, delete everything Senate adopted CC report and repassed bill Third reading
05/22/2016	7371	House adopted SCC report and repassed bill Presentment date 05/24/16 Governor's action Approval 05/31/16 Secretary of State Chapter 171 05/31/16

A bill for an act

relating to data practices; classifying portable recording system data; establishing requirements for the destruction of data; requiring written policies and procedures; imposing requirements on vendors; providing for damage awards; requiring a legislative auditor review; amending Minnesota Statutes 2014, section 13.82, subdivisions 6, 7, 15; Minnesota Statutes 2015 Supplement, section 13.82, subdivision 2; proposing coding for new law in Minnesota Statutes, chapters 13; 626.

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

Section 1. Minnesota Statutes 2015 Supplement, section 13.82, subdivision 2, is amended to read:

Subd. 2. **Arrest data.** The following data created or collected by law enforcement agencies which document any actions taken by them to cite, arrest, incarcerate or otherwise substantially deprive an adult individual of liberty shall be public at all times in the originating agency:

- (a) time, date and place of the action;
- (b) any resistance encountered by the agency;
- (c) any pursuit engaged in by the agency;
- (d) whether any weapons were used by the agency or other individual;
- (e) the charge, arrest or search warrants, or other legal basis for the action;
- (f) the identities of the agencies, units within the agencies and individual persons taking the action;
- (g) whether and where the individual is being held in custody or is being incarcerated by the agency;
- (h) the date, time and legal basis for any transfer of custody and the identity of the agency or person who received custody;

(i) the date, time and legal basis for any release from custody or incarceration;

(j) the name, age, sex and last known address of an adult person or the age and sex of any juvenile person cited, arrested, incarcerated or otherwise substantially deprived of liberty;

(k) whether the agency employed ~~an~~ a portable recording system, automated license plate reader, wiretaps or other eavesdropping techniques, unless the release of this specific data would jeopardize an ongoing investigation;

(l) the manner in which the agencies received the information that led to the arrest and the names of individuals who supplied the information unless the identities of those individuals qualify for protection under subdivision 17; and

(m) response or incident report number.

Sec. 2. Minnesota Statutes 2014, section 13.82, subdivision 6, is amended to read:

Subd. 6. **Response or incident data.** The following data created or collected by law enforcement agencies which document the agency's response to a request for service including, but not limited to, responses to traffic accidents, or which describe actions taken by the agency on its own initiative shall be public government data:

(a) date, time and place of the action;

(b) agencies, units of agencies and individual agency personnel participating in the action unless the identities of agency personnel qualify for protection under subdivision 17;

(c) any resistance encountered by the agency;

(d) any pursuit engaged in by the agency;

(e) whether any weapons were used by the agency or other individuals;

(f) a brief factual reconstruction of events associated with the action;

(g) names and addresses of witnesses to the agency action or the incident unless the identity of any witness qualifies for protection under subdivision 17;

(h) names and addresses of any victims or casualties unless the identities of those individuals qualify for protection under subdivision 17;

(i) the name and location of the health care facility to which victims or casualties were taken;

(j) response or incident report number;

(k) dates of birth of the parties involved in a traffic accident;

(l) whether the parties involved were wearing seat belts; ~~and~~

(m) the alcohol concentration of each driver; and

(n) whether the agency used a portable recording system to document the agency's response or actions.

Sec. 3. Minnesota Statutes 2014, section 13.82, subdivision 7, is amended to read:

Subd. 7. **Criminal investigative data.** Except for the data defined in subdivisions 2, 3, and 6, investigative data collected or created by a law enforcement agency in order to prepare a case against a person, whether known or unknown, for the commission of a crime or other offense for which the agency has primary investigative responsibility are confidential or protected nonpublic while the investigation is active. Inactive investigative data are public unless the release of the data would jeopardize another ongoing investigation or would reveal the identity of individuals protected under subdivision 17. Images and recordings, including photographs, video, and audio records, which are part of inactive investigative file and which are clearly offensive to common sensibilities are classified as private or nonpublic data, provided that the existence of the ~~photographs~~ images and recordings shall be disclosed to any person requesting access to the inactive investigative file. An investigation becomes inactive upon the occurrence of any of the following events:

(a) a decision by the agency or appropriate prosecutorial authority not to pursue the case;

(b) expiration of the time to bring a charge or file a complaint under the applicable statute of limitations, or 30 years after the commission of the offense, whichever comes earliest; or

(c) exhaustion of or expiration of all rights of appeal by a person convicted on the basis of the investigative data.

Any investigative data presented as evidence in court shall be public. Data determined to be inactive under clause (a) may become active if the agency or appropriate prosecutorial authority decides to renew the investigation.

During the time when an investigation is active, any person may bring an action in the district court located in the county where the data are being maintained to authorize disclosure of investigative data. The court may order that all or part of the data relating to a particular investigation be released to the public or to the person bringing the action. In making the determination as to whether investigative data shall be disclosed, the court shall consider whether the benefit to the person bringing the action or to the public outweighs any harm to the public, to the agency or to any person identified in the data. The data in dispute shall be examined by the court in camera.

Sec. 4. Minnesota Statutes 2014, section 13.82, subdivision 15, is amended to read:

Subd. 15. **Public benefit data.** Any law enforcement agency may make any data classified as confidential or protected nonpublic pursuant to subdivision 7 or as private or nonpublic under section 13.825 accessible to any person, agency, or the public if the

agency determines that the access will aid the law enforcement process, promote public safety, or dispel widespread rumor or unrest.

Sec. 5. **[13.825] PORTABLE RECORDING SYSTEMS.**

Subdivision 1. Application; definition (a) This section applies to law enforcement agencies that maintain a portable recording system for use in investigations, or in response to emergencies, incidents, and requests for service.

(b) As used in this section:

(1) "portable recording system" means a device worn by a peace officer that is capable of both video and audio recording of the officer's activities and interactions with others or collecting digital multimedia evidence as part of an investigation;

(2) "portable recording system data" means audio or video data collected by a portable recording system; and

(3) "redact" means to blur video or distort audio so that the identity of the subject in a recording is obscured sufficiently to render the subject unidentifiable

Subd. 2. Data classification court-authorized disclosure. (a) Data collected by a portable recording system are private data on individuals or nonpublic data, subject to the following:

(1) data that document the discharge of a firearm by a peace officer in the course of duty, if a notice is required under section 626.553, subdivision 2, or the use of force by a peace officer that results in substantial bodily harm, as defined in section 609.02, subdivision 7a, are public;

(2) data are public if a subject of the data requests it be made accessible to the public, except that, if practicable, (i) data on a subject who is not a peace officer and who does not consent to the release must be redacted, and (ii) data on a peace officer whose identity is protected under section 13.82, subdivision 17, clause (a), must be redacted;

(3) portable recording system data that are active criminal investigative data are governed by section 13.82, subdivision 7, and portable recording system data that are inactive criminal investigative data are governed by this section;

(4) portable recording system data that are public personnel data under section 13.43, subdivision 2, clause (5), are public; and

(5) data that are not public data under other provisions of this chapter retain that classification

(b) A law enforcement agency may redact or withhold access to portions of data that are public under this subdivision if those portions of data are clearly offensive to common sensibilities.

5.1 (c) Section 13.04, subdivision 2, does not apply to collection of data classifie
5.2 by this subdivision.

5.3 (d) Any person may bring an action in the district court located in the county where
5.4 portable recording system data are being maintained to authorize disclosure of data that
5.5 are private or nonpublic under this section or to challenge a determination under paragraph
5.6 (b) to redact or withhold access to portions of data because the data are clearly offensive to
5.7 common sensibilities. The person bringing the action must give notice of the action to the
5.8 law enforcement agency and subjects of the data, if known. The law enforcement agency
5.9 must give notice to other subjects of the data, if known, who did not receive the notice from
5.10 the person bringing the action. The court may order that all or part of the data be released to
5.11 the public or to the person bringing the action. In making this determination, the court shall
5.12 consider whether the benefi to the person bringing the action or to the public outweighs
5.13 any harm to the public, to the law enforcement agency, or to a subject of the data and, if
5.14 the action is challenging a determination under paragraph (b), whether the data are clearly
5.15 offensive to common sensibilities. The data in dispute must be examined by the court in
5.16 camera. This paragraph does not affect the right of a defendant in a criminal proceeding to
5.17 obtain access to portable recording system data under the Rules of Criminal Procedure.

5.18 Subd. 3. **Retention of data.** (a) Portable recording system data that are not active
5.19 or inactive criminal investigative data and are not described in paragraph (b) must be
5.20 maintained for at least 90 days and destroyed according to the agency's records retention
5.21 schedule approved pursuant to section 138.17.

5.22 (b) Portable recording system data must be maintained for at least one year and
5.23 destroyed according to the agency's records retention schedule approved pursuant to
5.24 section 138.17 if:

5.25 (1) the data document (i) the discharge of a firear by a peace office in the course
5.26 of duty if a notice is required under section 626.553, subdivision 2, or (ii) the use of force
5.27 by a peace office that results in substantial bodily harm; or

5.28 (2) a formal complaint is made against a peace office related to the incident.

5.29 (c) If a subject of the data submits a written request to the law enforcement agency
5.30 to retain the recording beyond the applicable retention period for possible evidentiary or
5.31 exculpatory use related to the circumstances under which the data were collected, the law
5.32 enforcement agency shall retain the recording for an additional time period requested by
5.33 the subject of up to 180 days and notify the requester that the recording will then be
5.34 destroyed unless a new request is made under this paragraph.

(d) Notwithstanding paragraph (b) or (c), a government entity may retain a recording for as long as reasonably necessary for possible evidentiary or exculpatory use related to the incident with respect to which the data were collected.

Subd. 4. Access by data subjects. (a) For purposes of this chapter, a portable recording system data subject includes the peace officer who collected the data, and any other individual or entity, including any other peace officer, regardless of whether the office is or can be identified by the recording, whose image or voice is documented in the data.

(b) An individual who is the subject of portable recording system data has access to the data, including data on other individuals who are the subject of the recording. If the individual requests a copy of the recording, data on other individuals who do not consent to its release must be redacted from the copy. The identity and activities of an on-duty peace officer engaged in an investigation or response to an emergency, incident, or request for service may not be redacted, unless the officer's identity is subject to protection under section 13.82, subdivision 17, clause (a).

Subd. 5. Inventory of portable recording system technology. A law enforcement agency that uses a portable recording system must maintain the following information, which is public data:

(1) the total number of recording devices owned or maintained by the agency;

(2) a daily record of the total number of recording devices actually deployed and used by officer and, if applicable, the precincts in which they were used;

(3) the policies and procedures for use of portable recording systems required by section 626.8473; and

(4) the total amount of recorded audio and video data collected by the portable recording system and maintained by the agency, the agency's retention schedule for the data, and the agency's procedures for destruction of the data.

Subd. 6. Use of agency-issued portable recording systems. While on duty, a peace officer may only use a portable recording system issued and maintained by the officer's agency in documenting the officer's activities.

Subd. 7. Authorization to access data. (a) A law enforcement agency must comply with sections 13.05, subdivision 5, and 13.055 in the operation of portable recording systems and in maintaining portable recording system data.

(b) The responsible authority for a law enforcement agency must establish written procedures to ensure that law enforcement personnel have access to the portable recording system data that are not public only if authorized in writing by the chief of police, sheriff, or head of the law enforcement agency, or their designee, to obtain access to the data for a legitimate, specific law enforcement purpose.

7.1 Subd. 8. **Sharing among agencies.** (a) Portable recording system data that are not
7.2 public may only be shared with or disseminated to another law enforcement agency, a
7.3 government entity, or a federal agency upon meeting the standards for requesting access to
7.4 data as provided in subdivision 7.

7.5 (b) If data collected by a portable recording system are shared with another state or
7.6 local law enforcement agency under this subdivision, the agency that receives the data must
7.7 comply with all data classification destruction, and security requirements of this section.

7.8 (c) Portable recording system data may not be shared with, disseminated to, sold to,
7.9 or traded with any other individual or entity unless explicitly authorized by this section
7.10 or other applicable law.

7.11 Subd. 9. **Biennial audit.** (a) A law enforcement agency must maintain records
7.12 showing the date and time portable recording system data were collected and the
7.13 applicable classificatio of the data. The law enforcement agency shall arrange for
7.14 an independent, biennial audit of the data to determine whether data are appropriately
7.15 classifie according to this section, how the data are used, and whether the data are
7.16 destroyed as required under this section, and to verify compliance with subdivisions 7
7.17 and 8. If the governing body with jurisdiction over the budget of the agency determines
7.18 that the agency is not complying with this section or other applicable law, the governing
7.19 body may order additional independent audits. Data in the records required under this
7.20 paragraph are classifie as provided in subdivision 2.

7.21 (b) The results of the audit are public, except for data that are otherwise classifie
7.22 under law. The governing body with jurisdiction over the budget of the law enforcement
7.23 agency shall review the results of the audit. If the governing body determines that there is
7.24 a pattern of substantial noncompliance with this section, the governing body must order
7.25 that operation of all portable recording systems be suspended until the governing body has
7.26 authorized the agency to reinstate their use. An order of suspension under this paragraph
7.27 may only be made following review of the results of the audit and review of the applicable
7.28 provisions of this chapter, and after providing the agency and members of the public a
7.29 reasonable opportunity to respond to the audit's finding in a public meeting.

7.30 (c) A report summarizing the results of each audit must be provided to the governing
7.31 body with jurisdiction over the budget of the law enforcement agency and to the
7.32 Legislative Commission on Data Practices and Personal Data Privacy no later than 60
7.33 days following completion of the audit.

7.34 Subd. 10. **Notificatio to BCA.** Within ten days of obtaining new surveillance
7.35 technology that expands the type or scope of surveillance capability of a portable recording
7.36 system device beyond video or audio recording, a law enforcement agency must notify the

Bureau of Criminal Apprehension that it has obtained the new surveillance technology.
The notice must include a description of the technology and its surveillance capability
and intended uses. The notices are accessible to the public and must be available on the
bureau's Web site.

Subd. 11. **Portable recording system vendor.** (a) For purposes of this subdivision,
"portable recording system vendor" means a person who is not a government entity and
who provides services for the creation, collection, retention, maintenance, processing, or
dissemination of portable recording system data for a law enforcement agency or other
government entity. By providing these services to a government entity, a vendor is subject
to all of the requirements of this chapter as if it were a government entity.

(b) A portable recording system vendor that stores portable recording system data in
the cloud must protect the data in accordance with the security requirements of the United
States Federal Bureau of Investigation Criminal Justice Information Services Division
Security Policy 5.4 or its successor version.

(c) Subject to paragraph (d), in an action against a vendor under section 13.08 for a
violation of this chapter, the vendor is liable for presumed damages of \$2,500 or actual
damages, whichever is greater, and reasonable attorney fees.

(d) In an action against a vendor that improperly discloses data made not public by this
chapter or any other statute classifying data as not public, the vendor is liable for presumed
damages of \$10,000 or actual damages, whichever is greater, and reasonable attorney fees.

Subd. 12. **Penalties for violation.** In addition to any other remedies provided by
law, in the case of a willful violation of this section a law enforcement agency is subject
to exemplary damages of not less than twice the minimum, nor more than twice the
maximum allowable for exemplary damages under section 13.08, subdivision 1.

EFFECTIVE DATE. This section is effective August 1, 2016. Data collected
before the effective date of this section must be destroyed, if required by this section, no
later than 15 days after the date this section becomes effective.

**Sec. 6. [626.8473] PORTABLE RECORDING SYSTEMS ADOPTION;
WRITTEN POLICY REQUIRED.**

Subdivision 1. Definition As used in this section, "portable recording system" has
the meaning provided in section 13.825, subdivision 1.

Subd. 2. Public comment. A local law enforcement agency must provide an
opportunity for public comment before it purchases or implements a portable recording
system. At a minimum, the agency must accept public comments submitted electronically

or by mail, and the governing body with jurisdiction over the budget of the law enforcement agency must provide an opportunity for public comment at a regularly-scheduled meeting.

Subd. 3. Written policies and procedures required. (a) The chief office of every state and local law enforcement agency that uses or proposes to use a portable recording system must establish and enforce a written policy governing its use. In developing and adopting the policy, the law enforcement agency must provide for public comment and input as provided in subdivision 2. Use of a portable recording system without adoption of a written policy meeting the requirements of this section is prohibited. The written policy must be posted on the agency's Web site, if the agency has a Web site.

(b) At a minimum, the written policy must incorporate the following:

(1) the requirements of section 13.825 and other data classifications access procedures, retention policies, and data security safeguards that, at a minimum, meet the requirements of chapter 13 and other applicable law;

(2) procedures for testing the portable recording system to ensure adequate functioning;

(3) procedures to address a system malfunction or failure, including requirements for documentation by the office using the system at the time of a malfunction or failure;

(4) circumstances under which recording is mandatory, prohibited, or at the discretion of the office using the system;

(5) circumstances under which a data subject must be given notice of a recording;

(6) circumstances under which a recording may be ended while an investigation, response, or incident is ongoing;

(7) procedures for the secure storage of portable recording system data and the creation of backup copies of the data; and

(8) procedures to ensure compliance and address violations of the policy, which must include, at a minimum, supervisory or internal audits and reviews, and the employee discipline standards for unauthorized access to data contained in section 13.09.

EFFECTIVE DATE. This section is effective August 1, 2016, provided that a law enforcement agency using a portable recording system on that date must adopt the policy required under this section no later than January 15, 2017.

Sec. 7. **LEGISLATIVE AUDITOR REVIEW.**

Beginning no earlier than January 1, 2019, the legislative auditor is requested to conduct a comprehensive review of compliance with the requirements of Minnesota Statutes, sections 13.825 and 626.8473. Data used for purposes of the review must include the results of the biennial audits required by Minnesota Statutes, section

10.1 13.825, subdivision 9, and may also include any other data that, in the judgment of the
10.2 legislative auditor, assists in developing a complete understanding of any compliance
10.3 or implementation issues resulting from enactment of those sections. The legislative
10.4 auditor is requested to submit the results of the comprehensive review to the legislature
10.5 no later than January 15, 2020.

Body-Worn Cameras Policy

League of Minnesota Cities Model Policy

This League model policy was thoughtfully developed by our staff with the guidance of a working group. Models should be customized as appropriate for an individual city's circumstances in consultation with the city's attorney. Helpful background information on this model may be found in "[Use of Body-Worn Cameras](#)".

Where optional provisions are offered, you must choose one of the options, but choosing "option 1," for example, does not require you to choose "option 1" at every choice point.

Red typeface indicates that the language is included in response to a statutory mandate for guidance on that particular topic. While this language is recommended, agencies may certainly have other options for addressing mandatory policy elements.



This icon marks comments that explain the reasons for inclusion of particular language in the model, or that will help you decide on different possible approaches offered in the policy. Delete them before adopting your customized policy.

[Italic brackets] Text marked this way is a placeholder for agency-specific language.

CITY OF *[CITY NAME]*

USE OF BODY-WORN CAMERAS POLICY

Purpose

The primary purpose of using body-worn-cameras (BWCs) is to capture evidence arising from police-citizen encounters. This policy sets forth guidelines governing the use of BWCs and administering the data that results. Compliance with these guidelines is mandatory, but it is recognized that officers must also attend to other primary duties and the safety of all concerned, sometimes in circumstances that are tense, uncertain, and rapidly evolving.



The reference to tense and uncertain circumstances is derived from the U.S. Supreme Court's decision in [Graham v. Connor, 490 U.S. 386, 397 \(1989\)](#).

Policy

It is the policy of this department to authorize and require the use of department-issued BWCs as set forth below, and to administer BWC data as provided by law.

Scope

This policy governs the use of BWCs in the course of official duties. It does not apply to the use of squad-based (dash-cam) recording systems. The chief or chief's designee may supersede this policy by providing specific instructions for BWC use to individual officers, or providing specific instructions pertaining to particular events or classes of events, including but not limited to political rallies and demonstrations. The chief or designee may also provide specific instructions or standard operating procedures for BWC use to officers assigned to specialized

46 details, such as carrying out duties in courts or guarding prisoners or patients in hospitals and
47 mental health facilities.
48

49



Members of the model policy working group expressed that the policy should: (1) allow for the issuance of special instructions on BWC use to officers deemed to be *Giglio*-impaired; and (2) ensure that discretion exists to override normal recording guidelines for events where their use might be perceived as a form of political or viewpoint-based surveillance. In addition, members identified a concern that the “general” guidelines for BWC use could be poorly suited to the activities performed by court bailiffs, and that agencies should therefore have express authority to depart from them for special assignments and duties.

57 Definitions

58 The following phrases have special meanings as used in this policy:
59

60 A. **MGDPA or Data Practices Act** refers to the Minnesota Government Data Practices Act,
61 Minn. Stat. § 13.01, et seq.
62

63 B. **Records Retention Schedule** refers to the General Records Retention Schedule for
64 Minnesota Cities.
65



County agencies will need to modify the policy to meet their own record retention schedule.

67 C. **Law enforcement-related information** means information captured or available for
68 capture by use of a BWC that has evidentiary value because it documents events with
69 respect to a stop, arrest, search, citation, or charging decision.
70

71 D. **Evidentiary value** means that the information may be useful as proof in a criminal
72 prosecution, related civil or administrative proceeding, further investigation of an actual
73 or suspected criminal act, or in considering an allegation against a law enforcement
74 agency or officer.
75



77 “[R]elated civil or administrative proceeding” refers, for example, to implied consent or forfeiture
78 actions arising from an encounter or arrest. The working group sought to clarify that the policy
79 does not obligate officers to collect BWC data solely for use in third-party tort litigation.
80

81 E. **General citizen contact** means an informal encounter with a citizen that is not and does
82 not become law enforcement-related or adversarial, and a recording of the event would
83 not yield information relevant to an ongoing investigation. Examples include, but are not
84 limited to, assisting a motorist with directions, summoning a wrecker, or receiving
85 generalized concerns from a citizen about crime trends in his or her neighborhood.
86

87 F. **Adversarial** means a law enforcement encounter with a person that becomes
88 confrontational, during which at least one person expresses anger, resentment, or hostility
89 toward the other, or at least one person directs toward the other verbal conduct consisting
90 of arguing, threatening, challenging, swearing, yelling, or shouting. Encounters in which
91 a citizen demands to be recorded or initiates recording on his or her own are deemed
92 adversarial.
93



96

This definition is used to identify conflict situations, since they may evolve into more consequential matters or give rise to complaints against officers. Later provisions in this policy require officers to record adversarial encounters. Some working group members disfavored the term “adversarial,” and agencies may wish to consider other terminology better suited to their communities.

- G. **Unintentionally recorded footage** is a video recording that results from an officer’s inadvertence or neglect in operating the officer’s BWC, provided that no portion of the resulting recording has evidentiary value. Examples of unintentionally recorded footage include, but are not limited to, recordings made in station house locker rooms, restrooms, and recordings made while officers were engaged in conversations of a non-business, personal nature with the expectation that the conversation was not being recorded.
- H. **Official duties**, for purposes of this policy, means that the officer is on duty and performing authorized law enforcement services on behalf of this agency.

Use and Documentation

- A. Officers may use only department-issued BWCs in the performance of official duties for this agency or when otherwise performing authorized law enforcement services as an employee of this department.
- B. Officers who have been issued BWCs shall operate and use them consistent with this policy. Officers shall conduct a function test of their issued BWCs at the beginning of each shift to make sure the devices are operating properly. Officers noting a malfunction during testing or at any other time shall promptly report the malfunction to the officer’s supervisor and shall document the report in writing. Supervisors shall take prompt action to address malfunctions and document the steps taken in writing.



125

Under Minn. Stat. § 626.8473, subd. 3(b)(2)-(3), policies must contain procedures for identifying and addressing malfunctions, including procedures for officers to test the functioning of their equipment. The actual steps to be used for function testing will likely vary based on the systems and technologies in place. Agencies should consider incorporating device-specific protocols for function testing into this policy. Satisfactory documentation of malfunctions and steps taken to address them could include emails, notes, or memoranda that the agency maintains as part of its BWC program records.

- C. Officers should wear their issued BWCs at the location on their body and in the manner specified in training.
- D. Officers must document BWC use and non-use as follows:

135



135

Agencies may need to conform the requirements and terminology of parts D (1) and (2) to their records management system or existing business practices. These provisions are recommended to assure that agencies document and maintain information about: (1) recordings, so that existing ones can be located, linked to a particular event, and disclosed by the prosecution as may be required by criminal discovery obligations; and (2) instances of non-recording, when it would be reasonable to expect BWC footage to exist in the circumstances.

1. Whenever an officer makes a recording, the existence of the recording shall be documented in an incident report or *[CAD record/other documentation of the event]*.
 2. Whenever an officer fails to record an activity that is required to be recorded under this policy or captures only a part of the activity, the officer must document the circumstances and reasons for not recording in an incident report or *[CAD record/other documentation of the event]*. Supervisors shall review these reports and initiate any corrective action deemed necessary.
- E. The department will maintain the following records and documents relating to BWC use, which are classified as public data:
1. The total number of BWCs owned or maintained by the agency;
 2. A daily record of the total number of BWCs actually deployed and used by officers and, if applicable, the precincts in which they were used;
 3. The total amount of recorded BWC data collected and maintained; and
 4. This policy, together with the Records Retention Schedule.

General Guidelines for Recording

Choose one:

- A. **[Option 1]** Officers shall activate their BWCs when responding to all calls for service and during all law enforcement-related encounters and activities, including but not limited to pursuits, *Terry* stops of motorists or pedestrians, arrests, searches, suspect interviews and interrogations, and during any police/citizen contacts that becomes adversarial. However, officers need not activate their cameras when it would be unsafe, impossible, or impractical to do so, but such instances of not recording when otherwise required must be documented as specified in the Use and Documentation guidelines, part (D)(2) (above).

174



See LMC Information Memo, "[*Use of Body-Worn Cameras*](#)," Section IV, Deciding what to record. Option 1 requires the recording of all responses to calls for service and law enforcement-related activities.

Or,

- A. **[Option 2]** Officers shall activate their BWCs when anticipating that they will be involved in, become involved in, or witness other officers of this agency involved in a pursuit, *Terry* stop of a motorist or pedestrian, search, seizure, arrest, use of force, adversarial contact, and during other activities likely to yield information having evidentiary value. However, officers need not activate their cameras when it would be unsafe, impossible, or impractical to do so, but such instances of not recording when otherwise required must be documented as specified in the Use and Documentation guidelines, part (D)(2) (above).

189



Option 2 more narrowly defines the class of events to be recorded. As compared with Option 1, this language: (1) eliminates the requirement of recording all responses to calls for service; (2) continues to require the recording of contacts and events having constitutional dimensions and those likely to result in complaints against officers and agencies; and (3) leaves it to officers to identify other circumstances “likely to yield information having evidentiary value.”

B. Officers have discretion to record or not record general citizen contacts.

C. Officers have no affirmative duty to inform people that a BWC is being operated or that the individuals are being recorded.



Some commentators suggest that an announcement that BWCs are being used might have a civilizing effect in the field, and advocate telling people they are being recorded. However, the working group believed that an announcement requirement would distract officers from their duties and could become a debating point during tense enforcement encounters.

D. Once activated, the BWC should continue recording until the conclusion of the incident or encounter, or until it becomes apparent that additional recording is unlikely to capture information having evidentiary value. The officer having charge of a scene shall likewise direct the discontinuance of recording when further recording is unlikely to capture additional information having evidentiary value. If the recording is discontinued while an investigation, response, or incident is ongoing, officers shall state the reasons for ceasing the recording on camera before deactivating their BWC. If circumstances change, officers shall reactivate their cameras as required by this policy to capture information having evidentiary value.



A statement on camera such as, “Everything has settled down and the action appears to be over” should often suffice as a statement of reasons for stopping to record.

E. Officers shall not intentionally block the BWC’s audio or visual recording functionality to defeat the purposes of this policy.

221



This provision is to be read in conjunction with the statement of “Purpose” set forth above: “The primary purpose of using BWCs is to capture *evidence* arising from police-citizen encounters.” The working group considered a variety of scenarios in which it would be appropriate for officers to block the recording functionality of their BWCs, such as to avoid capturing irrelevant images of an undressed bystander within a private home; images of a mobile computer screen displaying private or confidential data; or audio of officers conferring about an arrest decision or tactical situation. Momentary blocking may be administratively preferable to turning the camera off and back on, since doing so would result in multiple data files that would each need to be processed and administered.

F. Notwithstanding any other provision in this policy, officers shall not use their BWCs to record other agency personnel during non-enforcement related activities, such as during pre- and post-shift time in locker rooms, during meal breaks, or during other private conversations, unless recording is authorized as part of an administrative or criminal investigation.

Special Guidelines for Recording

Officers may, in the exercise of sound discretion, determine:

- A. To use their BWCs to record any police-citizen encounter if there is reason to believe the recording would potentially yield information having evidentiary value, unless such recording is otherwise expressly prohibited.



This provision is included to ensure that officers are clearly vested with discretion to use their BWCs to capture information having evidentiary value.

- B. To use their BWCs to take recorded statements from persons believed to be victims of and witnesses to crimes, and persons suspected of committing crimes, considering the needs of the investigation and the circumstances pertaining to the victim, witness, or suspect.

In addition,

- C. Officers need not record persons being provided medical care unless there is reason to believe the recording would document information having evidentiary value. When responding to an apparent mental health crisis or event, BWCs shall be activated as necessary to document any use of force and the basis for it, and any other information having evidentiary value, but need not be activated when doing so would serve only to record symptoms or behaviors believed to be attributable to the mental health issue.



The language in parts B and C is for use with Option 2 under General guidelines for recording. This language is unnecessary and confusing for agencies choosing Option 1, since Option 1 already requires the recording of all responses to calls for service and all law enforcement-related encounters and activities.

- D. Officers *[shall]* *[should]* use their *[BWCs]* *[BWCs and squad-based audio/video systems]* to record their transportation and the physical transfer of persons in their custody to hospitals, detox and mental health care facilities, juvenile detention centers, and jails, but otherwise should not record in these facilities unless the officer anticipates witnessing a criminal event or being involved in or witnessing an adversarial encounter or use-of-force incident.



Agencies should consider recording all transports of persons in custody as a safeguard against liability and to document any incriminating statements. The best means of accomplishing this may depend on the technologies the agency is using. While squad-based audio/video systems with rear-facing cameras may be better suited for recording a prisoner's behavior during transport, the officer's BWC may capture more of the officer's interaction with the prisoner at the time he or she is removed from the car and transferred to the custody of another.

Downloading and Labeling Data

- A. Each officer using a BWC is responsible for transferring or assuring the proper transfer of the data from his or her camera to *[specify data storage location]* by the end of that officer's shift. However, if the officer is involved in a shooting, in-custody death, or other

law enforcement activity resulting in death or great bodily harm, a supervisor or investigator shall take custody of the officer's BWC and assume responsibility for transferring the data from it.

 Agencies will need to conform this language to their own technologies and business practices. The central idea is that the responsibility for handling daily transfers of routine BWC data rests with the individual officer unless the process is automated. However, when the officer is involved in a significant event that will result in the agency immediately initiating an investigation, then someone else (an appropriate supervisor or investigator) should take custody of the involved officer's BWC and take care of transferring the data. Doing so will safeguard the integrity of the evidence and protect the officer against allegations of mishandling evidence.

- B. Officers shall label the BWC data files at the time of video capture or transfer to storage, and should consult with a supervisor if in doubt as to the appropriate labeling. *[Include any technology-specific instructions for this process; if metadata is not being stored, then the information could be documented in a video log or other record.]* Officers should assign as many of the following labels as are applicable to each file:

 See Section V-A, Labeling data for retention purposes, in Information Memo, "[Use of Body-Worn Cameras](#)."

1. **Evidence—criminal:** The information has evidentiary value with respect to an actual or suspected criminal incident or charging decision.

 The Records Retention Schedule for Minnesota Cities provides that retention periods for cases that have been charged are based on the status of court proceedings. (Code POL 05840.) For uncharged offenses, retention is seven years or permanent in the case of homicides (Code POL 03300 for adults; POL 03400 for juveniles). Counties will need to consult their own records retention schedule for guidance.

2. **Evidence—force:** Whether or not enforcement action was taken or an arrest resulted, the event involved the application of force by a law enforcement officer of this or another agency.

 These recordings must be maintained for six years regardless of the disposition of any related criminal case. (Code POL 05920.) Some working group members expressed a desire for use of a term different than "force" to describe this category. Agencies are free to adopt other terminology as they deem appropriate. Counties will need to consult their own records retention schedule for guidance.

3. **Evidence—property:** Whether or not enforcement action was taken or an arrest resulted, an officer seized property from an individual or directed an individual to dispossess property.

 Evidence/property logs are subject to a one-year minimal retention period. (Code POL 03740.) Counties will need to consult their own records retention schedule for guidance.

- 335 4. **Evidence—administrative:** The incident involved an adversarial encounter or
336 resulted in a complaint against the officer.
337

338  The definition of “adversarial encounter” is intended to trigger the recording of interactions
339 thought likely to result in complaints against an officer or the agency. Video that turns out to
340 have evidentiary value in any internal investigation is subject to a six-year retention period.
341 (Code POL 05880.) A shorter retention period may be utilized if no complaint or investigation
342 arises. Counties will need to consult their own records retention schedule for guidance.
343

- 344 5. **Evidence—other:** The recording has potential evidentiary value for reasons
345 identified by the officer at the time of labeling.
346

347  Retention will depend on the reason stated for maintaining the data. Counties will need to
348 consult their own records retention schedule for guidance.

- 349 6. **Training:** The event was such that it may have value for training.
350
351

352  No minimal retention period exists. Counties will need to consult their own records retention
353 schedule for guidance.

- 354 7. **Not evidence:** The recording does not contain any of the foregoing categories of
355 information and has no apparent evidentiary value. Recordings of general citizen
356 contacts and unintentionally recorded footage are not evidence.
357
358

359  Data not identified as having evidentiary value is subject to a 90-day retention period under
360 Minn. Stat. § 13.825, subd. 3(a).

- 361 C. In addition, officers shall flag each file as appropriate to indicate that it contains
362 information about data subjects who may have rights under the MGDPA limiting
363 disclosure of information about them. These individuals include:
364
365

366  This provision assumes that the software being utilized will allow flagging. *See* Section V-B, Data
367 access issues and flagging, in LMC Information Memo, “[Use of Body-Worn Cameras](#).”

- 368 1. Victims and alleged victims of criminal sexual conduct and sex trafficking.
369
370 2. Victims of child abuse or neglect.
371
372 3. Vulnerable adults who are victims of maltreatment.
373
374 4. Undercover officers.
375
376 5. Informants.
377
378 6. When the video is clearly offensive to common sensitivities.
379
380 7. Victims of and witnesses to crimes, if the victim or witness has requested not to be
381 identified publicly.
382
383

8. Individuals who called 911, and services subscribers whose lines were used to place a call to the 911 system.
 9. Mandated reporters.
 10. Juvenile witnesses, if the nature of the event or activity justifies protecting the identity of the witness.
 11. Juveniles who are or may be delinquent or engaged in criminal acts.
 12. Individuals who make complaints about violations with respect to the use of real property.
 13. Officers and employees who are the subject of a complaint related to the events captured on video.
 14. Other individuals whose identities the officer believes may be legally protected from public disclosure.
- D. Labeling and flagging designations may be corrected or amended based on additional information.

Administering Access to BWC Data:

- A. **Data subjects.** Under Minnesota law, the following are considered data subjects for purposes of administering access to BWC data:
1. Any person or entity whose image or voice is documented in the data.
 2. The officer who collected the data.
 3. Any other officer whose voice or image is documented in the data, regardless of whether that officer is or can be identified by the recording.
- B. **BWC data is presumptively private.** BWC recordings are classified as private data about the data subjects unless there is a specific law that provides differently. As a result:
1. BWC data pertaining to people is presumed private, as is BWC data pertaining to businesses or other entities.
 2. Some BWC data is classified as confidential (see C. below).
 3. Some BWC data is classified as public (see D. below).

C. **Confidential data.** BWC data that is collected or created as part of an active criminal investigation is confidential. This classification takes precedence over the “private” classification listed above and the “public” classifications listed below.

D. **Public data.** The following BWC data is public:

1. Data documenting the discharge of a firearm by a peace officer in the course of duty, other than for training or the killing of an animal that is sick, injured, or dangerous.
2. Data that documents the use of force by a peace officer that results in substantial bodily harm.
3. Data that a data subject requests to be made accessible to the public, subject to redaction. Data on any data subject (other than a peace officer) who has not consented to the public release must be redacted [*if practicable*]. In addition, any data on undercover officers must be redacted.



The “if practicable” language is noted as optional but recommended because two sections of the law are in disagreement as to the privacy protections given to data subjects who have not consented to the release of data about themselves. Minn. Stat. §13.825, subd. 2(a)(2) provides that when a data subject requests that data be made available to the public, the agency must first, “*if practicable*,” redact data on all other non-officer subjects who have not consented to the public release. However, under subdivision 4(b) of the same statute, there is no “if practicable” qualification on the obligation to redact data on non-consenting data subjects when providing a requestor with a copy of the data. For the sake of affording consistent protection to non-consenting data subjects, agencies may wish to redact information about them in all cases.

4. Data that documents the final disposition of a disciplinary action against a public employee.

However, if another provision of the Data Practices Act classifies data as private or otherwise not public, the data retains that other classification. For instance, data that reveals protected identities under Minn. Stat. § 13.82, subd. 17 (e.g., certain victims, witnesses, and others) should not be released even if it would otherwise fit into one of the public categories listed above.

E. **Access to BWC data by non-employees.** Officers shall refer members of the media or public seeking access to BWC data to [*the responsible authority/data practices designee*], who shall process the request in accordance with the MGDPA and other governing laws. In particular:

1. An individual shall be allowed to review recorded BWC data about him- or herself and other data subjects in the recording, but access shall not be granted:
 - a. If the data was collected or created as part of an active investigation.

b. To portions of the data that the agency would otherwise be prohibited by law from disclosing to the person seeking access, such as portions that would reveal identities protected by Minn. Stat. § 13.82, subd. 17.

2. Unless the data is part of an active investigation, an individual data subject shall be provided with a copy of the recording upon request, but subject to the following guidelines on redaction:

a. Data on other individuals in the recording who do not consent to the release must be redacted.

 See above note at section D(3) on public data.

b. Data that would identify undercover officers must be redacted.

c. Data on other officers who are not undercover, and who are on duty and engaged in the performance of official duties, may not be redacted.

F. **Access by peace officers and law enforcement employees.** No employee may have access to the department's BWC data except for legitimate law enforcement or data administration purposes:

Choose one:

1. **[Option 1]** Officers may access and view stored BWC video only when there is a business need for doing so, including the need to defend against an allegation of misconduct or substandard performance. Officers may review video footage of an incident in which they were involved prior to preparing a report, giving a statement, or providing testimony about the incident.

 See Information Memo, "*Use of Body-Worn Cameras*", Section V-C, Officer access to video and critical incidents.

Or,

1. **[Option 2]** Officers may access and view stored BWC video only when there is a business need for doing so, including the need to defend against an allegation of misconduct or substandard performance. Except as provided in the critical incident response policy, officers may review video footage of an incident in which they were involved prior to preparing a report, giving a statement, or providing testimony about the incident.

2. Agency personnel shall document their reasons for accessing stored BWC data *[in the manner provided within the database] [or, specify manner of documentation]* at the time of each access. Agency personnel are prohibited from accessing BWC data for non-business reasons and from sharing the data for non-law enforcement related

purposes, including but not limited to uploading BWC data recorded or maintained by this agency to public and social media websites.

3. Employees seeking access to BWC data for non-business reasons may make a request for it in the same manner as any member of the public.

G. Other authorized disclosures of data. Officers may display portions of BWC footage to witnesses as necessary for purposes of investigation as allowed by Minn. Stat. § 13.82, subd. 15, as may be amended from time to time. Officers should generally limit these displays in order to protect against the incidental disclosure of individuals whose identities are not public. Protecting against incidental disclosure could involve, for instance, showing only a portion of the video, showing only screen shots, muting the audio, or playing the audio but not displaying video. In addition,

1. BWC data may be shared with other law enforcement agencies only for legitimate law enforcement purposes that are documented in writing at the time of the disclosure.
2. BWC data shall be made available to prosecutors, courts, and other criminal justice entities as provided by law.



The documentation requirements in parts F(2) and G(1) are intended to foster accountability with regard to the limitations on access to and dissemination of BWC data applicable to law enforcement employees and to aid the agency in achieving favorable audit results.

Data Security Safeguards

- A. [Specify data security safeguards to be used in your agency and in connection with the particular BWC technologies being employed, including any procedures for making backup copies of the data.]*

Choose one:

- B. [Option 1]** Personally owned devices, including but not limited to computers and mobile devices, shall not be programmed or used to access or view agency BWC data.

Or,

- B. [Option 2]** Access to BWC data from city or personally owned and approved devices shall be managed in accordance with established city policy.
- C.** Officers shall not intentionally edit, alter, or erase any BWC recording unless otherwise expressly authorized by the chief or the chief's designee.
- D.** As required by Minn. Stat. § 13.825, subd. 9, as may be amended from time to time, this agency shall obtain an independent biennial audit of its BWC program.

Agency Use of Data

- A. At least once a month, supervisors will randomly review BWC usage by each officer to ensure compliance with this policy *[and to identify any performance areas in which additional training or guidance is required.]*



See Information Memo, “[Use of Body-Worn Cameras](#)”, Section V-D, Supervisory review, for policy considerations pertaining to supervisory review of data for performance assessment.

- B. In addition, supervisors and other assigned personnel may access BWC data for the purposes of reviewing or investigating a specific incident that has given rise to a complaint or concern about officer misconduct or performance.

- C. Nothing in this policy limits or prohibits the use of BWC data as evidence of misconduct or as a basis for discipline.



This language is based on the Peace Officer Discipline Procedures Act, Minn. Stat. § 626.89, subd. 10.

- D. Officers should contact their supervisors to discuss retaining and using BWC footage for training purposes. Officer objections to preserving or using certain footage for training will be considered on a case-by-case basis. Field training officers may utilize BWC data with trainees for the purpose of providing coaching and feedback on the trainees’ performance.

Data Retention

- A. All BWC data shall be retained for a minimum period of 90 days. There are no exceptions for erroneously recorded or non-evidentiary data.
- B. Data documenting the discharge of a firearm by a peace officer in the course of duty, other than for training or the killing of an animal that is sick, injured, or dangerous, must be maintained for a minimum period of one year.
- C. Certain kinds of BWC data must be retained for six years:
1. Data that documents the use of deadly force by a peace officer, or force of a sufficient type or degree to require a use of force report or supervisory review.
 2. Data documenting circumstances that have given rise to a formal complaint against an officer.



Minn. Stat. § 13.825, subd. 3(b) provides for the data referenced in Parts C(1) and C(2) to be maintained for a minimum of one year and then destroyed according to the agency’s retention schedule. However, the General Records Retention Schedule for Minnesota Cities establishes

614 six-year retention periods for force incidents where a supervisory review is completed (Code
615 POL 05929), and also for data that has evidentiary value in any internal investigation. (Code
616 POL 05880.) Counties will need to consult their own records retention schedule for guidance.
617

- 618 D. Other data having evidentiary value shall be retained for the period specified in the
619 Records Retention Schedule. When a particular recording is subject to multiple retention
620 periods, it shall be maintained for the longest applicable period.



County agencies will need to consult their own records retention schedule for guidance.

- 623
624 E. Subject to Part F (below), all other BWC footage that is classified as non-evidentiary,
625 becomes classified as non-evidentiary, or is not maintained for training shall be destroyed
626 after 90 days.

- 627
628 F. Upon written request by a BWC data subject, the agency shall retain a recording
629 pertaining to that subject for an additional time period requested by the subject of up to
630 180 days. The agency will notify the requestor at the time of the request that the data will
631 then be destroyed unless a new written request is received.

- 632
633 G. The department shall maintain an inventory of BWC recordings having evidentiary value.
634



The [General Records Retention Schedule for Minnesota Cities](#) indicates that agencies shall permanently maintain an inventory of evidentiary audio and video recordings. (POL 05810.) Counties will need to consult their own records retention schedule for guidance.

- 637
638
639 H. The department will post this policy, together with *[a link to]* its Records Retention
640 Schedule, on its website.
641

642 Compliance

643 Supervisors shall monitor for compliance with this policy. The unauthorized access to or
644 disclosure of BWC data may constitute misconduct and subject individuals to disciplinary action
645 and criminal penalties pursuant to Minn. Stat. § 13.09.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: Oct. 24, 2016
Item No.: 14.a

Department Approval



City Manager Approval



Item Description: Presumptive Penalty Approval – VFW Alcohol Compliance Failure

Background

On May 5, 2016, all businesses with a city liquor license were mailed a packet from the Roseville Police Department announcing two city wide alcohol compliance checks to be conducted before the end of the calendar year. On the front of the packet envelope stamped in 3/8" letters were the words "ALCOHOL COMPLIANCE!" The 3/8" stamped words were intentionally placed on the front of the envelope to ensure the mailing would be directed to the business owner/manager/alcohol compliance employee. The envelope packet included notice of recent changes to Roseville City Ordinances regarding mandatory liquor licensee training programs and penalties for noncompliance. Also in the letter was a complete copy of the City of Roseville Manager and Server Training Program and the name and telephone number of a police contact should a business have any questions/concerns relating to alcohol compliance.

Compliance Failure

On Monday, October 3, 2016, at 4:50 p.m., a plain clothes Roseville police officer, along with a 16-year old underage compliance checker, entered VFW located at 1145 Woodhill Drive, Roseville Minnesota, to conduct an alcohol compliance check. The underage alcohol compliance checker took a seat at the club's bar and ordered a "Bud Light" from the bartender. The bartender asked the compliance checker for her identification. The checker provided her Minnesota photo driver's license which displays her date of birth of 12-08-1999. The bartender looked at it and then provided the underage compliance checker the alcoholic beverage she had requested. The compliance checker paid for the beer and received correct change for the purchase. The plain clothing officer identified himself as a police officer to the bartender and asked why she sold alcohol to an underage person? The bartender said she looked at the patron's identification and believed her year of birth was "1988" rather than "1999." The bartender was administratively cited for the violation. On Wednesday, October 12, 2016, the VFW general manager provided the police department with paper copies of their restaurant employee manager / server alcohol training records. Upon inspection of these pre-violation employee training documents, I was able to determine all of the alcohol server employees were current with their alcohol manager/server training documents. This is the VFW first compliance failure/violation in the last thirty six (36) months.

Staff Recommendation

Issue and administer the presumptive penalty pursuant to City Code Section 302.15, for on-sale license holders for the first violation within thirty-six (36) months. The mandatory minimum penalty shall be a one thousand dollar (\$1,000.00) fine and a one (1) day suspension.

Council Action Requested

Allow the Roseville Police Department to issue and administer the presumptive penalty as set forth in Section 302.15, of the Roseville City Code or other action as determined by the Roseville City Council.

Prepared by: Lt. Lorne Rosand

Attachments:

- A: Police Report CN/16027738
- B: Letter announcing compliance checks and enclosures
- C: Letter announcing Council Meeting
- D: VFW Manager/Server Alcohol Training Documents



ROSEVILLE POLICE DEPARTMENT

INCIDENT REPORT

ICR# 16027738	AGENCY ORI# MN0620800	JUVENILE:						
INCIDENT	Reported: 10-03-2016 1106 Committed Start: 10-03-2016 1645 Committed End: 10-03-2016 1650 Title: Compliance Checks-Alcohol How Received: None Selected Short Description: VFW Fail Summary: City Wide Alcohol Compliance Checks Round II. Business Failure. See Supplements for Additional Information. Location(s) RV VFW Address: 1145 WOODHILL DR City: Roseville State: MN Zip: 55113 Country:							
OFFICERS	Officer Assigned: Rosand, Lorne (Administrative Action) Badge No: 3 Primary: No Officer Assigned: Dattilo, Grant Badge No: 196 Primary: Yes							
MOC	MOC: M4102 Literal: LIQUOR - SELLING Statute: 340A-401 UCR: 22							
NAMES	<table style="width: 100%; border: none;"> <tr> <td style="width: 40%; vertical-align: top;"> Involvement: Cited Age: 63 Address: (Residence) 8653 Van Buren Street NE APT Phone: (Home) (763)954-0623 </td> <td style="width: 20%; vertical-align: top;"> Name: Murphy, Lisa Anne Sex: Race: City: Blaine </td> <td style="width: 40%; vertical-align: top;"> DOB: 10-17-1952 Height: 0 Weight: 0 State: MN Zip: 55434 Country: </td> </tr> </table> <table style="width: 100%; border: none;"> <tr> <td style="width: 40%; vertical-align: top;"> Involvement: Mentioned Age: 55 Address: (Business) 1145 Woodhill Drive APT Phone: (Work) (651)483-5313 Email: (Work)rosevillevfw@gmail.com </td> <td style="width: 20%; vertical-align: top;"> Name: Gordon, Marianne Sex: Race: City: Roseville </td> <td style="width: 40%; vertical-align: top;"> DOB: 04-26-1961 Height: 0 Weight: 0 State: MN Zip: 55113 Country: </td> </tr> </table>		Involvement: Cited Age: 63 Address: (Residence) 8653 Van Buren Street NE APT Phone: (Home) (763)954-0623	Name: Murphy, Lisa Anne Sex: Race: City: Blaine	DOB: 10-17-1952 Height: 0 Weight: 0 State: MN Zip: 55434 Country:	Involvement: Mentioned Age: 55 Address: (Business) 1145 Woodhill Drive APT Phone: (Work) (651)483-5313 Email: (Work)rosevillevfw@gmail.com	Name: Gordon, Marianne Sex: Race: City: Roseville	DOB: 04-26-1961 Height: 0 Weight: 0 State: MN Zip: 55113 Country:
Involvement: Cited Age: 63 Address: (Residence) 8653 Van Buren Street NE APT Phone: (Home) (763)954-0623	Name: Murphy, Lisa Anne Sex: Race: City: Blaine	DOB: 10-17-1952 Height: 0 Weight: 0 State: MN Zip: 55434 Country:						
Involvement: Mentioned Age: 55 Address: (Business) 1145 Woodhill Drive APT Phone: (Work) (651)483-5313 Email: (Work)rosevillevfw@gmail.com	Name: Gordon, Marianne Sex: Race: City: Roseville	DOB: 04-26-1961 Height: 0 Weight: 0 State: MN Zip: 55113 Country:						

Supplemental Report

ICR: 16027738

Last Modified: 10-05-2016 1652

Title: Alcohol Compliance Fail

Created By: Grant Dattilo

On 10/03/2016 the Roseville Police Department conducted an alcoholic compliance check at 1145 Woodhill Drive (VFW). XXXXX (16 year old checker) took a seat at the bar and ordered a bottle of Bud Light from Murphy (cited/ bartender). Murphy asked for XXXXX's ID, which she handed to her. After a short time Murphy gave XXXXX back her ID, and gave her a bottle of Bud Light.

XXXXX asked her for the bill and gave she gave her \$20.00. Murphy then gave her the correct change back. At this time I identified myself as a police officer, and told Murphy that we were conducting an alcohol compliance check.

I asked Murphy why she sold a 16 year old a beer, and she told me that she thought that her date of birth said 1988.

I issued Murphy a city ordinance citation for selling alcohol to a minor.

Murphy told me that her manager was Gordon (mentioned), but was not there at this time. I told her to inform Gordon that Lieutenant Rosand would be following up with her in the future.

A photo of Murphy and Bud Light was uploaded to the report.

Nothing further at this time.

Supplemental Report

ICR: 16027738

Last Modified: 10-07-2016 1423

Title: Lisa Murphy Admit Fine Extension

Created By: Lorne Rosand

On Thursday, October 6, 2016, I received a telephone call from a woman who identified herself as Lisa Murphy (cited).

Murphy explained she works for the Roseville VFW and was cited for selling alcohol to a minor.

I advised Murphy I was familiar with the incident and asked how I could help her.

Murphy went onto explain she needed an extension on her fine payment. Ultimately Murphy agreed to pay her \$200.00 administrative fine on or before Wednesday, October 26, 2016.

Murphy said she had forgotten her "cheaters" at home when she worked on Monday and couldn't clearly see the checker's date of birth.

I advised Murphy that she didn't necessarily need to see the checker's date of birth but only need to see the red in color bar over the checker's drivers license photo that read "UNDER 21" to know the person attempting to purchase alcohol was in fact not of age.

Murphy then asked me questions specific to the VFW's fines and consequences. I explained the \$300.00 administrative fine to the liquor license holder and the presumptive fine of \$1000.00 and a 1-day liquor license suspension that would likely be imposed by council.

Murphy said she would contest her citation and asked who the hearing officer was? I explained the hearing officer process and if she was planning on contesting her administrative citation, she would go before our city manager who acts as the city's hearing officer.

Murphy advised she would pay the fine.

Before ending my conversation with Murphy, I asked when Gordan was working next. Murphy said Gordan comes and goes from the VFW but should be working on Friday, October 7th. I asked Murphy for Gordan's telephone number and she said she couldn't give it to me.

I asked Murphy to please call Gordan at home and ask her to contact me so an appointment can be made to review the October 3, 2016 event, obtain employee training files and provide additional information related to the administrative liquor license holder fine and going before city council.

Murphy said she would contact Gordan.

As of the writing of this supplement report, Gordan hasn't telephoned or left a message.

Supplement for informational purposes.

Supplemental Report

ICR: 16027738

Last Modified: 10-07-2016 1435

Title: VFW Summary

Created By: Lorne Rosand

On Friday, October 7, 2016 at approximately 1130 hours, I traveled to the Roseville VFW and met with Gordon and Post Commander James Hartman.

After introducing myself, I provided both Gordon and Hartman my business card.

Gordon directed me to a table in the bar area where we talked about the Monday, October 3, 2016 underage sale of alcohol to a 16-year old compliance checker.

Both Gordon and Hartman were aware of the violation.

I issued the VFW Roseville Police Administrative Citation #20907 (\$300 fine) for the sale of alcohol to a minor - liquor license holder. After issuing the citation and handing it to Gordon, I provided her a copy of the 2016 City Fine Schedule.

I then provided Gordon a complete copy of City Code 302/Liquor Control.

I reviewed section 302.08C with Gordon and Hartman and asked the VFW provide me their most current manager/server training records on or before Wednesday, October 12, 2016. Gordon mentioned all of their servers had completed the annual training and copies of those records would be provided by next week.

After answering both Gordon and Hartman's questions, I cleared the business.

Supplement for informational purposes.

Supplemental Report

ICR: 16027738

Last Modified: 10-17-2016 1118

Title: VFW Manager Sever Training Records - Fine Paid

Created By: Lorne Rosand

On Wednesday, October 12, 2016, I received the VFW Manager/Server alcohol training records provided to me by the club's general manager Marianne Gordon.

I reviewed all twelve (12) manager server training certificates and found all current. These training certificates were later scanned to the case file's Media file.

During this same visit, Gordon also provided me with payment in full for administrative cite #20907. This was the citation issued to the club's liquor license holder reference the October 3, 2016 underage sale violation.

I later e-mailed Gordon a copy of the city's receipt documenting payment in full for the citation.

Supplement for informational purposes.



May 5, 2016

Chili's Grill & Bar
1840 West County Road B2
Roseville, MN 55113

ATTN: MANAGER

Please thoroughly review the following information as it pertains to alcohol compliance checks conducted by the Roseville Police Department, relative to your establishment.

The City of Roseville began alcohol compliance checks on licensed alcoholic beverage sellers in 1997. At that time, the compliance rate was only 70%. Nearly 30% of our licensees failed those compliance checks. Our goal is to achieve 100% compliance. We need your cooperation to make that happen.

The Roseville Police Department conducts yearly compliance checks to insure licensed alcoholic beverage sellers in the City of Roseville are complying with State law and Roseville Code Provisions relating to the selling of alcoholic beverages.

Please review the following relating to sales of alcohol to underage persons:

Minnesota Statute Chapter 340A.503 PERSONS UNDER 21; ILLEGAL ACTS.

Subdivision 1. Consumption.

(a) It is unlawful for any:

(1) retail intoxicating liquor or 3.2 percent malt liquor licensee, municipal liquor store, or bottle club permit holder under section 340A.414, to permit any person under the age of 21 years to drink alcoholic beverages on the licensed premises or within the municipal liquor store;

Subdivision 2. Purchasing. It is unlawful for any person:

(1) to sell, barter, furnish, or give alcoholic beverages to a person under 21 years of age;

The City of Roseville has passed Chapter 302, Roseville's Liquor Control Ordinance. The Roseville Police Department encourages you to become familiar with the Liquor Control Ordinance. For your convenience, a complete copy of Roseville Liquor Control Ordinance Chapter 302 has been enclosed for your review. Roseville's ordinances are also available for on-line viewing at www.cityofroseville.com

The civil penalties for underage alcoholic beverage sales are set forth in the Roseville City Code. Presumptive penalties are set forth in § 302.15 of the Code. These penalties vary depending upon whether it is a first time violation, a second time violation, a third time violation, etc.

The Roseville Police Department has worked with City alcoholic beverage licensees to promote training for both servers and managers to prevent sales of alcohol to underage persons, and to prevent other violations of the Liquor Control Ordinance. All licensees and their managers, and all employees or agents employed by the licensee that sell or serve alcohol, must complete a city approved or city provided liquor licensee training program. A City of Roseville Manager/Server Approved Training Program is included in this packet for your convenience.

Additional city approved licensee training/resources are listed in the enclosed manager/server training packet.

Both the City's approval and the required training shall be completed:

1. Prior to licensure or renewal for licensees and managers, or
2. Prior to serving or selling for any employee or agent, and
3. Every year thereafter.

Your business must maintain documentation that you have properly trained every employee that sells or serves alcohol, and produce such documentation upon reasonable request made by a peace officer, health officer or properly designated officer or employee of the city. The City will not maintain these records for you. Additional penalties may be assessed if you are unable to provide documentation or it is determined the employee did not under-go the required training.

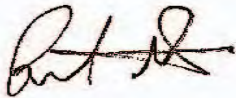
The mandatory minimum penalty (imposed upon the licensee) for the sale of alcoholic beverages to underage individuals is a \$1,000 fine and a one day suspension.

These penalties are civil in nature. Please be aware criminal penalties may also be imposed for violations of the Liquor Control Ordinance.

The Roseville Police Department will conduct a minimum of two compliance checks in 2016 beginning this spring. Please remind your employees of their legal and moral responsibility not to sell or serve alcoholic beverages to anyone under the age of 21.

Once again, we encourage you to review Roseville City Code, Chapter 302, to insure that you have familiarized yourself with the local regulations applicable to your establishment. If you have any questions, please contact Lt. Lorne Rosand at 651-792-7211.

Sincerely,



Rick Mathwig
Chief of Police

Enclosures:
Roseville City Code Chapter 302
Roseville City Approved Manager and Server Training Program

lr

ATTACHMENT C



October 17, 2016

Marianne Gordon
General Manager
VFW
1145 Woodhill Drive
Roseville Minnesota 55113

Marianne Gordon;

Reference Roseville PD Case File 16027738: October 3, 2016 VFW Alcohol Compliance Failure

On Monday, October 24, 2016, the Roseville City Council will discuss the October 3, 2016 alcohol compliance failure at the Roseville VFW. Staff has recommended Council impose the presumptive penalty of a \$1000.00 fine and one (1) day liquor license suspension.

A representative of your establishment may appear at the time of the council discussion to offer any information that you deem relevant as to whether the Council should deviate from the presumptive penalties set forth in the Roseville City Code. If you fail to appear at this meeting, the City Council will act without any input from your business.

Summary of Violation:

- May 5, 2016: All businesses with a liquor license in the City of Roseville were mailed a letter from the Roseville Police Department announcing two alcohol compliance checks will be conducted before the end of the year.
- October 3, 2016: A VFW employee sold a 16-year old underage compliance buyer an alcoholic beverage. The VFW employee sold an underage alcohol compliance buyer a Bud Light beer. This violation was witnessed by a plain clothing police officer.
- October 12, 2016: The VFW was able to provide me photo copies of all store employee alcohol server training records. I reviewed these training documents and found all of your employee alcohol server training records current.

Roseville City Council will consider staff recommendation specific to this violation at its regular meeting scheduled for Monday, October 24, 2016. Council discussion of this violation will occur during the "Business Actions" segment of the meeting.

Finally, please be advised if another violation should occur, further penalties will be invoked. If you have any questions, you can reach me at my desk telephone number of 651-792-7211 during normal business hours.

Sincerely,

Lorne Rosand
Lieutenant

Cc: Rick Mathwig – Chief of Police
Patrick Trudgeon – City Manager
Roseville City Council

RESPONSIBLE MANAGER/SERVER TRAINING CERTIFICATION

Roseville VFW 1145 Woodhill Dr Roseville Mn
Establishment & Address

55713

I acknowledge that I have been taught and understand the attached training material on responsible alcohol beverage serving and I have been given the opportunity to ask questions about any portion I do not understand. I have been given a copy of the training material to keep and review. I acknowledge, as a condition of employment, that I am responsible for compliance with the attached training material and I will manage my behavior to attain zero errors in performance.

Lisa Murphy
Signature

6-4-14
Date

LISA MURPHY
Printed name

12/2012 1/2011
Date of Hire

Marianne Green
Manager's Signature

6-4-14
Date of Training

Marianne Gordon
Manager's Printed Name

RESPONSIBLE MANAGER/SERVER TRAINING CERTIFICATION

Roseville VFW 1145 Woodhill Dr Roseville Mn
Establishment & Address
55713

I acknowledge that I have been taught and understand the attached training material on responsible alcohol beverage serving and I have been given the opportunity to ask questions about any portion I do not understand. I have been given a copy of the training material to keep and review. I acknowledge, as a condition of employment, that I am responsible for compliance with the attached training material and I will manage my behavior to attain zero errors in performance.

Donna Wegleitner
Signature

6-4-14
Date

Donna Wegleitner
Printed name

Date of Hire

Marianne Green
Manager's Signature

6-4-14
Date of Training

Marianne Gordon
Manager's Printed Name

RESPONSIBLE MANAGER/SERVER TRAINING CERTIFICATION

Roseville VFW 1145 Woodh. Dr Roseville Mn
Establishment & Address 55713

I acknowledge that I have been taught and understand the attached training material on responsible alcohol beverage serving and I have been given the opportunity to ask questions about any portion I do not understand. I have been given a copy of the training material to keep and review. I acknowledge, as a condition of employment, that I am responsible for compliance with the attached training material and I will manage my behavior to attain zero errors in performance.

Darlene Erickson
Signature

6-4-14
Date

Darlene Erickson
Printed name

10-2-94
Date of Hire

Marianne Green
Manager's Signature

6-4-14
Date of Training

Marianne Gordon
Manager's Printed Name

RESPONSIBLE MANAGER/SERVER TRAINING CERTIFICATION

Roseville VFW 1145 Woodhill Dr Roseville Mn
Establishment & Address
55713

I acknowledge that I have been taught and understand the attached training material on responsible alcohol beverage serving and I have been given the opportunity to ask questions about any portion I do not understand. I have been given a copy of the training material to keep and review. I acknowledge, as a condition of employment, that I am responsible for compliance with the attached training material and I will manage my behavior to attain zero errors in performance.

Will Atkin
Signature

6-4-14
Date

William Atkin
Printed name

3-3-2015
Date of Hire

Marianne Gordon
Manager's Signature

6-4-14
Date of Training

Marianne Gordon
Manager's Printed Name

RESPONSIBLE MANAGER/SERVER TRAINING CERTIFICATION

Roseville VFW 1145 Woodhill Dr Roseville mn
Establishment & Address

55713

I acknowledge that I have been taught and understand the attached training material on responsible alcohol beverage serving and I have been given the opportunity to ask questions about any portion I do not understand. I have been given a copy of the training material to keep and review. I acknowledge, as a condition of employment, that I am responsible for compliance with the attached training material and I will manage my behavior to attain zero errors in performance.

Kelli Eisenchenk
Signature

6-4-14
Date

Kelli Eisenchenk
Printed name

5-19-14
Date of Hire

Marianne Green
Manager's Signature

6-4-14
Date of Training

Marianne Gordon
Manager's Printed Name

RESPONSIBLE MANAGER/SERVER TRAINING CERTIFICATION

Roseville VFW 1145 Woodh. 71 Dr Roseville Mn
Establishment & Address 55713

I acknowledge that I have been taught and understand the attached training material on responsible alcohol beverage serving and I have been given the opportunity to ask questions about any portion I do not understand. I have been given a copy of the training material to keep and review. I acknowledge, as a condition of employment, that I am responsible for compliance with the attached training material and I will manage my behavior to attain zero errors in performance.

Robin D. Marchetti
Signature

6-4-14
Date

Robin D. Marchetti
Printed name

2010
Date of Hire

Marianne Green
Manager's Signature

6-4-14
Date of Training

Marianne Gordon
Manager's Printed Name

RESPONSIBLE MANAGER/SERVER TRAINING CERTIFICATION

Roseville VFW 1145 Woodh. 71 Dr Roseville Mn
Establishment & Address 55713

I acknowledge that I have been taught and understand the attached training material on responsible alcohol beverage serving and I have been given the opportunity to ask questions about any portion I do not understand. I have been given a copy of the training material to keep and review. I acknowledge, as a condition of employment, that I am responsible for compliance with the attached training material and I will manage my behavior to attain zero errors in performance.

Marianne Gordon
Signature

6-4-14
Date

Marianne Gordon
Printed name

8-2007
Date of Hire

Marianne Gordon
Manager's Signature

6-4-14
Date of Training

Marianne Gordon
Manager's Printed Name

RESPONSIBLE MANAGER/SERVER TRAINING CERTIFICATION

Roseville VFW 1145 Woodhill Dr Roseville Mn
Establishment & Address

55713

I acknowledge that I have been taught and understand the attached training material on responsible alcohol beverage serving and I have been given the opportunity to ask questions about any portion I do not understand. I have been given a copy of the training material to keep and review. I acknowledge, as a condition of employment, that I am responsible for compliance with the attached training material and I will manage my behavior to attain zero errors in performance.

Kristina Pierce
Signature

6-4-14
Date

Kristina Pierce
Printed name

Sept/2015
Date of Hire

Marianne Green
Manager's Signature

6-4-14
Date of Training

Marianne Gordon
Manager's Printed Name

RESPONSIBLE MANAGER/SERVER TRAINING CERTIFICATION

Roseville VFW 1145 Woodh. Dr Roseville Mn

Establishment & Address

55713

I acknowledge that I have been taught and understand the attached training material on responsible alcohol beverage serving and I have been given the opportunity to ask questions about any portion I do not understand. I have been given a copy of the training material to keep and review. I acknowledge, as a condition of employment, that I am responsible for compliance with the attached training material and I will manage my behavior to attain zero errors in performance.

Elaine Jellum
Signature

6-4-14
Date

Elaine Jellum
Printed name

7-14
Date of Hire

Marianne Gordon
Manager's Signature

6-4-14
Date of Training

Marianne Gordon
Manager's Printed Name

RESPONSIBLE MANAGER/SERVER TRAINING CERTIFICATION

Roseville VFW 1145 Woodh. Dr Roseville Mn
Establishment & Address 55713

I acknowledge that I have been taught and understand the attached training material on responsible alcohol beverage serving and I have been given the opportunity to ask questions about any portion I do not understand. I have been given a copy of the training material to keep and review. I acknowledge, as a condition of employment, that I am responsible for compliance with the attached training material and I will manage my behavior to attain zero errors in performance.

Nathan Altman
Signature

6-4-14
Date

NATHAN ALTMAN
Printed name

Date of Hire

Marianne Gordon
Manager's Signature

6-4-14
Date of Training

Marianne Gordon
Manager's Printed Name

RESPONSIBLE MANAGER/SERVER TRAINING CERTIFICATION

Roseville VFW 1145 Woodhill Dr Roseville Mn
Establishment & Address 55713

I acknowledge that I have been taught and understand the attached training material on responsible alcohol beverage serving and I have been given the opportunity to ask questions about any portion I do not understand. I have been given a copy of the training material to keep and review. I acknowledge, as a condition of employment, that I am responsible for compliance with the attached training material and I will manage my behavior to attain zero errors in performance.

[Signature]
Signature

6-4-14
Date

EVAN DUCHTERA
Printed name

Date of Hire

Marianne Green
Manager's Signature

6-4-14
Date of Training

Marianne Gordon
Manager's Printed Name

RESPONSIBLE MANAGER/SERVER TRAINING CERTIFICATION

Roseville VFW 1145 Woodh. Dr Roseville Mn
Establishment & Address 55713

I acknowledge that I have been taught and understand the attached training material on responsible alcohol beverage serving and I have been given the opportunity to ask questions about any portion I do not understand. I have been given a copy of the training material to keep and review. I acknowledge, as a condition of employment, that I am responsible for compliance with the attached training material and I will manage my behavior to attain zero errors in performance.

Cheryl A. Bierman
Signature

6-4-14
Date

Cheryl A. Bierman
Printed name

1991?
Date of Hire

Marianne Green
Manager's Signature

6-4-14
Date of Training

Marianne Gordon
Manager's Printed Name

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: Oct. 24, 2016
Item No.: 14.b

Department Approval



City Manager Approval



Item Description: Presumptive Penalty Approval – Total Wine & More Compliance Failure

Background

On May 5, 2016, all businesses with a city liquor license were mailed a packet from the Roseville Police Department announcing two city wide alcohol compliance checks to be conducted before the end of the calendar year. On the front of the packet envelope stamped in 3/8" letters were the words "ALCOHOL COMPLIANCE!" The 3/8" stamped words were intentionally placed on the front of the envelope to ensure the mailing would be directed to the business owner/manager/alcohol compliance employee. The envelope packet included notice of recent changes to Roseville City Ordinances regarding mandatory liquor licensee training programs and penalties for noncompliance. Also in the letter was a complete copy of the City of Roseville Manager and Server Training Program and the name and telephone number of a police contact should a business have any questions/concerns relating to alcohol compliance.

Compliance Failure

On Monday, October 3, 2016, at 5:24 p.m., a plain clothes Roseville police officer, along with a 17-year old underage compliance checker, entered Total Wine & More located at 2401 Fairview Avenue, Roseville Minnesota, to conduct an alcohol compliance check. The underage alcohol compliance checker selected a bottle of Northern Vineyards white wine and proceeded to the store's checkout cashier. Once at the cash register, the cashier asked the compliance checker for her identification. The checker provided her Minnesota photo driver's license which displayed her date of birth as 08-17-1999. The cashier looked at it and then sold the underage compliance checker the wine she had presented. The compliance checker paid for the wine and received correct change for the purchase. The plain clothing officer identified himself as a police officer to the cashier and asked why she sold alcohol to an underage person? The cashier said she looked at the patron's identification and believed her year of birth was "95" and went onto explain she hadn't eaten lunch, had a low blood sugar causing her not to pay close attention. The cashier was administratively cited for the violation. On Tuesday, October 11, 2016, the Total Wine & More general manager provided the police department with copies of their employee manager / server alcohol training records. Upon inspection of these employee training documents, I was able to determine nearly 80% of the documents were completed pre-violation. The remaining documents indicate the employee completed their training post violation. This is the Total Wine & More's first compliance failure/violation in the last thirty six (36) months.

34 **Staff Recommendation**

35 Issue and administer the presumptive penalty pursuant to City Code Section 302.15, for off-sale
36 license holders for the first violation within thirty-six (36) months. The mandatory minimum
37 penalty shall be a one thousand dollar (\$1,000.00) fine and a zero (0) day suspension.
38

39 **Council Action Requested**

40 Allow the Roseville Police Department to issue and administer the presumptive penalty as set
41 forth in Section 302.15, of the Roseville City Code or other action as determined by the Roseville
42 City Council.
43

44 **Prepared by:** Lt. Lorne Rosand

Attachments:

- A: Police Report CN/16027728
- B: Letter announcing compliance checks and enclosures
- C: Letter announcing Council Meeting
- D: Total Wine & More Manager/Server Alcohol Training Documents

ATTACHMENT A



ROSEVILLE POLICE DEPARTMENT

INCIDENT REPORT

ICR# 16027728		AGENCY ORI# MN0620800		JUVENILE:	
INCIDENT	Reported: 10-05-2016 0954 Committed Start: 10-03-2016 1720 Committed End: 10-03-2016 1725 Title: Compliance Checks-Alcohol How Received: In Person Short Description: Round II Compliance Failure Summary: Alcohol Compliance Failure Round II Off-Sale Failure. See supplement for additional details. Location(s) Total Wine Address: 2401 Fairview Ave City: Roseville State: MN Zip: 55113 Country: USA				
	Officer Assigned: Rosand, Lorne (Administrative Action) Badge No: 3 Primary: No Officer Assigned: Gehrman, Jason Badge No: 194 Primary: Yes				
MOC	MOC: M4102 Literal: LIQUOR - SELLING Statute: 340A-401 UCR: 22				
NAMES	Involvement: Cited Name: Smith, Jennifer Marie DOB: 06-23-1993 Age: 23 Sex: F Race: W Height: 504 Weight: 217 Address: (Residence) 5722 Otter View Trl APT City: White Bear Twp State: MN Zip: 55110 Country: Phone: (Cell) (651)356-4237				
	Involvement: Mentioned Name: Woodard, Nathan Paul DOB: 04-28-1982 Age: 34 Sex: M Race: Height: 510 Weight: 195 Address: (Residence) 08 PILGRIM CT N APT City: CHAMPLIN State: Zip: 55316 Country: Phone: (Work) (651)636-4157 Email: (Work)1602manager@totalwine.com Eye Color: GRN				
EVIDENCE	BarCode: 16-03532 Item Type: Alcohol Bin: A42 Description: Northern Vineyards white wine Location Address: (Business) 2401 Fairview Ave City: Roseville State: MN Zip: 55113 Country: USA				

Supplemental Report

ICR: 16027728

Last Modified: 10-05-2016 1104

Title: Compliance Checks, Alcohol

Created By: Jason Gehrman

On 01/03/2016 at 1724 hrs. XXXXXX (17 year old checker) and I entered Total Wine. XXXXXX went to the shelf and selected a bottle of Northern Vineyards white wine and then proceeded to the cashier (Smith) . Smith asked her for her ID, looked at it and then handed it back to XXXXXX. Smith then told XXXXXX how much it was, and XXXXXX handed her a \$20.00 bill. Smith handed her back the correct change and a receipt.

At this time I approached the store manager (Woodard) and identified myself as a police officer. I explained the situation to Woodard, who closed Smith's line and brought her over to speak with me.

I asked her how old she thought XXXXXX was, and she said that she did not know. I asked her what date of

birth she entered into the computer, and she told me that she did not remember. Smith looked at the DL and stated "oh no, I thought it was 95". Smith continued by saying she did not eat lunch and had low blood sugar, causing her to not pay attention as well as she should have.

I issued Smith an administrative citation for Selling Alcohol to a Minor.

A photo was taken of the wine and uploaded to the report. A copy of the receipt was also uploaded to the report.

The wine was placed in property locker 012 at RPD.

Nothing further at this time.

Supplemental Report

ICR: 16027728

Last Modified: 10-06-2016 1534

Title: Admit Cite 20909 Total Wine

Created By: Lorne Rosand

On Thursday, October 6, 2016, I traveled to Total Wine and spoke with Assistant Store Manager Nathan Woodard (mentioned).

Woodward knew why I had stopped and volunteered that Jenifer Smith (maiden name Gilliland) voluntarily ceased her employment with Total Wine shortly after Monday's sale of alcohol to a underage person.

I provided Woodward with administrative citation number 20909 and explained the citation was specific to the Total Wine Liquor license holder and the fine amount was \$300.00. I also provided Woodward with a 2016 city fine schedule highlighting in yellow the license holder fine.

I then provided Woodward a complete copy of the Roseville City Code 302/Liquor Control. Pre-meeting, I highlighted in yellow 302.08C. This specific section of the ordinance addresses manager/server training and employee records.

Woodward was familiar with the training documentation and immediately provided me with Smith's training records which I later scanned and attached to the report's Media file.

Upon reviewing Smith's training records, I learned she had completed her SureSellNow alcohol server training on May 11, 2016. The training certificates shows an expiration date of May 10, 2017. Smith's alcohol server training is current.

Woodward said he would have all Total Wine sales persons training certificates available for my review by Wednesday, October 12, 2016.

Prior to ending my conversation with Woodward, I showed him the presumptive penalties that city council may impose at a later date.

Supplement for informational purposes.

Supplemental Report

ICR: 16027728

Last Modified: 10-10-2016 1140

Title: Admit Cite #20948 Paid

Created By: Lorne Rosand

On Monday, October 10, 2016, I learned Smith had paid her administrative citation (Admit Cite 20948) on Friday, October 7, 2016 at 1128 hours.

Smith paid the \$250.00 fine via check.

I've attached a copy of the receipt to the case's Media file.

With Smith's payment of her administrative fine, her portion of this investigation is now closed.

Supplement for informational purposes.

Supplemental Report

ICR: 16027728

Last Modified: 10-11-2016 0943

Title: Admit Cite #20909 Paid - Total Wine

Created By: Lorne Rosand

On Tuesday, October 11, 2016, I received a FedEx envelope from Total Wine.

Inside the envelope was a \$300.00 check made payable to the City of Roseville for the October 3, 2016 liquor license alcohol compliance failure.

I've scanned a copy of the Total Wine check as well as paid receipt to the report's Media file.

Supplement for informational purposes.

Supplemental Report

ICR: 16027728

Last Modified: 10-17-2016 1338

Title: Total Wine Manager/Server Training Records

Created By: Lorne Rosand

On Tuesday, October 11, 2016, I received an e-mail with a PDF attachment of all Total Wine manager/server alcohol training records. I noted a total of 48 manager/server alcohol training records from Total Wine.

This PDF attachment was later attached to the report's Media file.

Upon review of all 48 manager/server training records, I noted 10 training records indicate the employee completed the mandatory training post violation (on or after October 3, 2016) and 2 records indicate the employee had completed their training at another Total Wine Store.

I sent an e-mail to the Roseville Total Wine manager documenting my concerns specific to 21% of the store's employees being out of manager/server alcohol training compliance.

On Wednesday, October 12, 2016, I received a telephone call from John Velke who is the Total Wine Vice President of Loss Prevention and Safety.

What follows is a summary of our conversation:

Velke acknowledged the 10 manager/server training documents were completed post violation.

Velke explained 5 were in fact completed post violation by employees who hadn't completed their mandatory SureSellNow manager server training. Velke apologized for the error and said "checks and balances" have been put into place to ensure all Total Wine employees complete their annual alcohol server training in order to maintain compliance with the alcohol manager/server city ordinance.

Specific to the other 5 post violation documents, Velke said 3 of the 5 were specific to employees hired either days before or on the day of the October 3, 2016 violation. The remaining 2 training records were specific to employees who had transferred from other Total Wine Stores.

I accepted Velke's explanation and indicated I would document this information in my supplement report.

Supplement for informational purposes.



May 5, 2016

Chili's Grill & Bar
1840 West County Road B2
Roseville, MN 55113

ATTN: MANAGER

Please thoroughly review the following information as it pertains to alcohol compliance checks conducted by the Roseville Police Department, relative to your establishment.

The City of Roseville began alcohol compliance checks on licensed alcoholic beverage sellers in 1997. At that time, the compliance rate was only 70%. Nearly 30% of our licensees failed those compliance checks. Our goal is to achieve 100% compliance. We need your cooperation to make that happen.

The Roseville Police Department conducts yearly compliance checks to insure licensed alcoholic beverage sellers in the City of Roseville are complying with State law and Roseville Code Provisions relating to the selling of alcoholic beverages.

Please review the following relating to sales of alcohol to underage persons:

Minnesota Statute Chapter 340A.503 PERSONS UNDER 21; ILLEGAL ACTS.

Subdivision 1. Consumption.

(a) It is unlawful for any:

(1) retail intoxicating liquor or 3.2 percent malt liquor licensee, municipal liquor store, or bottle club permit holder under section 340A.414, to permit any person under the age of 21 years to drink alcoholic beverages on the licensed premises or within the municipal liquor store;

Subdivision 2. Purchasing. It is unlawful for any person:

(1) to sell, barter, furnish, or give alcoholic beverages to a person under 21 years of age;

The City of Roseville has passed Chapter 302, Roseville's Liquor Control Ordinance. The Roseville Police Department encourages you to become familiar with the Liquor Control Ordinance. For your convenience, a complete copy of Roseville Liquor Control Ordinance Chapter 302 has been enclosed for your review. Roseville's ordinances are also available for on-line viewing at www.cityofroseville.com

The civil penalties for underage alcoholic beverage sales are set forth in the Roseville City Code. Presumptive penalties are set forth in § 302.15 of the Code. These penalties vary depending upon whether it is a first time violation, a second time violation, a third time violation, etc.

The Roseville Police Department has worked with City alcoholic beverage licensees to promote training for both servers and managers to prevent sales of alcohol to underage persons, and to prevent other violations of the Liquor Control Ordinance. All licensees and their managers, and all employees or agents employed by the licensee that sell or serve alcohol, must complete a city approved or city provided liquor licensee training program. A City of Roseville Manager/Server Approved Training Program is included in this packet for your convenience.

Additional city approved licensee training/resources are listed in the enclosed manager/server training packet.

Both the City's approval and the required training shall be completed:

1. Prior to licensure or renewal for licensees and managers, or
2. Prior to serving or selling for any employee or agent, and
3. Every year thereafter.

Your business must maintain documentation that you have properly trained every employee that sells or serves alcohol, and produce such documentation upon reasonable request made by a peace officer, health officer or properly designated officer or employee of the city. The City will not maintain these records for you. Additional penalties may be assessed if you are unable to provide documentation or it is determined the employee did not under-go the required training.

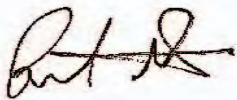
The mandatory minimum penalty (imposed upon the licensee) for the sale of alcoholic beverages to underage individuals is a \$1,000 fine and a one day suspension.

These penalties are civil in nature. Please be aware criminal penalties may also be imposed for violations of the Liquor Control Ordinance.

The Roseville Police Department will conduct a minimum of two compliance checks in 2016 beginning this spring. Please remind your employees of their legal and moral responsibility not to sell or serve alcoholic beverages to anyone under the age of 21.

Once again, we encourage you to review Roseville City Code, Chapter 302, to insure that you have familiarized yourself with the local regulations applicable to your establishment. If you have any questions, please contact Lt. Lorne Rosand at 651-792-7211.

Sincerely,



Rick Mathwig
Chief of Police

Enclosures:
Roseville City Code Chapter 302
Roseville City Approved Manager and Server Training Program

lr

ATTACHMENT C



October 17, 2016

Robert Jackson
General Manager
Total Wine & More
2401 Fairview Avenue
Roseville Minnesota 55113

Robert Jackson;

Reference Roseville PD Case File 16027728: October 3, 2016 Total Wine & More Alcohol Compliance Failure

On Monday, October 24, 2016, the Roseville City Council will discuss the October 3, 2016 alcohol compliance failure at the Total Wine & More Store. Staff has recommended Council impose the presumptive penalty of a \$1000.00 fine and zero (0) day liquor license suspension.

A representative of your establishment may appear at the time of the council discussion to offer any information that you deem relevant as to whether the Council should deviate from the presumptive penalties set forth in the Roseville City Code. If you fail to appear at this meeting, the City Council will act without any input from your business.

Summary of Violation:

- May 5, 2016: All businesses with a liquor license in the City of Roseville were mailed a letter from the Roseville Police Department announcing two alcohol compliance checks will be conducted before the end of the year.
- October 3, 2016: A Total Wine & More employee sold a 17-year old underage compliance buyer an alcoholic beverage. The Total Wine & More employee sold an underage alcohol compliance buyer a bottle of Northern Vineyards white wine. This violation was witnessed by a plain clothing police officer.
- October 11, 2016: The Total Wine & More Store was able to provide me photo copies of all store employee alcohol server training records. I reviewed these training documents and determined 80% of your employee alcohol server training records were current on the day of the violation.

Roseville City Council will consider staff recommendation specific to this violation at its regular meeting scheduled for Monday, October 24, 2016. Council discussion of this violation will occur during the "Business Actions" segment of the meeting.

Finally, please be advised if another violation should occur, further penalties will be invoked. If you have any questions, you can reach me at my desk telephone number of 651-792-7211 during normal business hours.

Sincerely,

Lorne Rosand
Lieutenant

Cc: Rick Mathwig – Chief of Police
Patrick Trudgeon – City Manager
Roseville City Council

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Donna Higgins

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: October 10, 2016

Expiration Date: October 09, 2017

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kathy Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Kurtis Brubaker

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: June 29, 2016

Expiration Date: June 28, 2017

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature:

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Debra Morgenroth

has met all training requirements and successfully completed the following course and/or exam.

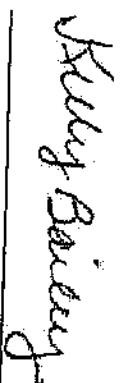
Responsible Beverage Server Training - Roseville, MN

Completion Date: September 14, 2016

Expiration Date: September 13, 2017

This course has been reviewed and approved by the City of Roseville Police Dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Authorized Signature



Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Lynnette Hedblom

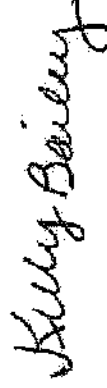
has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: September 20, 2016

Expiration Date: September 19, 2017

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.



Authorized Signature

Diversys Learning, Inc.
4101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Michael Verbeke

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: September 20, 2016

Expiration Date: September 19, 2017

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Rebecca Robbins

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: October 04, 2016

Expiration Date: October 03, 2017

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Julie Rohde

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: September 12, 2016

Expiration Date: September 11, 2017

This course has been reviewed and approved by the City of Roseville Police Dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Matthew Degroot

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: September 27, 2016

Expiration Date: September 26, 2017

This course has been reviewed and approved by the City of Roseville Police Dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Winery Learning, Inc.
1101 Arrow Point Drive, Suite 102
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Nathan Woodard

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: March 14, 2016

Expiration Date: March 13, 2017

This course has been reviewed and approved by the City of Roseville Police Dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 102
Coker Park, TX 75615

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Kimberly Vogstrom

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: October 06, 2016

Expiration Date: October 05, 2017

This course has been reviewed and approved by the City of Roseville Police Dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
11401 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Jordan Wiatros

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: October 06, 2016

Expiration Date: October 05, 2017

This course has been reviewed and approved by the City of Roseville Police Dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelley Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Scott Donnerbauer

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: October 03, 2016

Expiration Date: October 02, 2017

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Robert Jackson

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: October 07, 2016

Expiration Date: October 06, 2017

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Derek Hopper

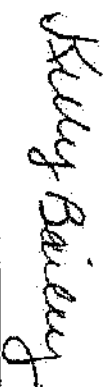
has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: October 07, 2016

Expiration Date: October 06, 2017

This course has been reviewed and approved by the City of Roseville Police Dept. It meets all the necessary training requirements set forth in the Roseville City Code.



Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Susan Sponberg

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: February 05, 2016

Expiration Date: February 03, 2017

This course has been reviewed and approved by the City of Roseville Police Dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Catherine Rosenberger

has met all training requirements and successfully completed the following course and/or exam.

MINNESOTA - Responsible Alcohol Sales Training

Completion Date: February 06, 2016

Expiration Date: February 05, 2019

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

David Mathiason

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: February 06, 2016

Expiration Date: February 04, 2017

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Gary Bobcek

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: February 06, 2016

Expiration Date: February 04, 2017

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Marque Charleston

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: February 4th, 2016

Expiration Date: February 03, 2017

This course has been reviewed and approved by the City of Roseville Police Dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1401 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Ciara Williams

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: February 06, 2016

Expiration Date: February 04, 2017

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Sergio Powell

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: February 18, 2016

Expiration Date: February 16, 2017

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Delores Buckley

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: February 05, 2016

Expiration Date: February 03, 2017

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Randall Baxter

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: February 05, 2016

Expiration Date: February 03, 2017

This course has been reviewed and approved by the City of
Roseville Police Dept. It meets all the necessary training
requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

James Battocletti

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: February 05, 2016

Expiration Date: February 03, 2017

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Jenna Larson

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: September 07, 2016

Expiration Date: September 06, 2017

This course has been reviewed and approved by the City of Roseville Police Dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Kate Schumitsch

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: June 23, 2016

Expiration Date: June 22, 2017

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Ryan Kesler

has met all training requirements and successfully completed the following course and/or exam.
Responsible Beverage Server Training - Roseville, MN

Completion Date: September 21, 2016

Expiration Date: September 20, 2017

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Justin Jawish

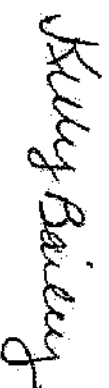
has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: October 08, 2016

Expiration Date: October 07, 2017

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.



Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Brian Chi

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: June 23, 2016

Expiration Date: June 22, 2017

This course has been reviewed and approved by the City of Roseville Police Dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Joan Gooden-Charleston

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: June 25, 2016

Expiration Date: June 24, 2017

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature:

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Marshall Dalziel

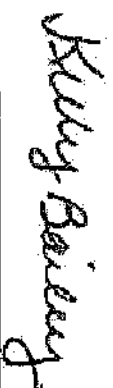
has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: June 29, 2016

Expiration Date: June 28, 2017

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.



Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Dan Oster

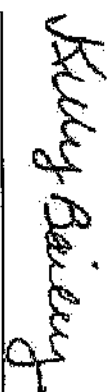
has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: June 29, 2016

Expiration Date: June 28, 2017

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.



Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Joshua Hass

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: October 06, 2016

Expiration Date: October 05, 2017

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelley Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Stephanie Carolan

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: October 26, 2015

Expiration Date: October 24, 2016

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Steven Rossetter

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: November 02, 2015

Expiration Date: October 31, 2016

This course has been reviewed and approved by the City of Roseville Police Dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Kevin Wiatros

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: November 02, 2015

Expiration Date: October 31, 2016

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Laura Chandler

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: August 17, 2016

Expiration Date: August 16, 2017

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Patrick Barnes

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: October 07, 2016

Expiration Date: October 06, 2017

This course has been reviewed and approved by the City of
Roseville Police Dept. It meets all the necessary training
requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Elizabeth Droll

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: July 25, 2016

Expiration Date: July 24, 2017

This course has been reviewed and approved by the City of Roseville Police Dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Wendy Hammond

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: July 25, 2016

Expiration Date: July 24, 2017

This course has been reviewed and approved by the City of Roseville Police Dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Michael Eastwood

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: April 21, 2016

Expiration Date: April 20, 2017

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Mark Karaffa

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: July 07, 2016

Expiration Date: July 06, 2017

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

David Lancaster

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: April 13, 2016
Expiration Date: April 12, 2017

This course has been reviewed and approved by the City of
Roseville Police Dept. It meets all the necessary training
requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Darin Lane

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: May 09, 2016

Expiration Date: May 08, 2017

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Michael Perron

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: July 04, 2016

Expiration Date: July 03, 2017

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelley Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Taylor Peterson

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: June 01, 2016

Expiration Date: May 31, 2017

This course has been reviewed and approved by the City of Roseville Police dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Robert Wiatros

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: July 25, 2016

Expiration Date: July 24, 2017

This course has been reviewed and approved by the City of Roseville Police Dept. It meets all the necessary training requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

SureSellNow.com

SureSellNow

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Karen Nelson

has met all training requirements and successfully completed the following course and/or exam.

Responsible Beverage Server Training - Roseville, MN

Completion Date: June 16, 2016

Expiration Date: June 15, 2017

This course has been reviewed and approved by the City of
Roseville Police Dept. It meets all the necessary training
requirements set forth in the Roseville City Code.

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1161 Arrow Point Drive, Suite 202
Cedar Park, TX 78613

SureSellNow.com

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: Oct. 24, 2016
Item No.: 14.c

Department Approval



City Manager Approval



Item Description: Presumptive Penalty Approval – Smashburger Restaurant Compliance Failure

Background

On May 5, 2016, all businesses with a city liquor license were mailed a packet from the Roseville Police Department announcing two city wide alcohol compliance checks to be conducted before the end of the calendar year. On the front of the packet envelope stamped in 3/8" letters were the words "ALCOHOL COMPLIANCE!" The 3/8" stamped words were intentionally placed on the front of the envelope to ensure the mailing would be directed to the business owner/manager/alcohol compliance employee. The envelope packet included notice of recent changes to Roseville City Ordinances regarding mandatory liquor licensee training programs and penalties for noncompliance. Also in the letter was a complete copy of the City of Roseville Manager and Server Training Program and the name and telephone number of a police contact should a business have any questions/concerns relating to alcohol compliance.

Compliance Failure

On Monday, October 3, 2016, at 7:30 p.m., a plain clothes Roseville police officer, along with a 16-year old underage compliance checker, entered the Smashburger Restaurant located at 2100 Snelling Avenue, Roseville Minnesota, to conduct an alcohol compliance check. The underage alcohol compliance checker approached the restaurant's cashier counter and ordered a bottle of Summit beer. The cashier/manager asked the compliance checker for her identification. The checker provided her Minnesota photo driver's license which displayed her date of birth as 12-08-1999. The cashier/manager looked at it and then sold the underage compliance checker the beer she had requested. The compliance checker paid for the beer and received correct change for the purchase. The plain clothing officer identified himself as a police officer to the cashier/manager and asked why he sold alcohol to an underage person? The cashier/manager said he was aware the patron's year of birth was "1999" but sold the alcohol anyway stating, "it had been a long day."

According to Smashburger Attorney Kate Becker, only Smashburger manager/supervisors are authorized to sell liquor. Becker explained, before an employee is authorized to sell liquor, the on-duty supervisor must approve the sale. Becker provided me with the names of all Roseville employees and based on her explanation of alcohol sales, of the four manager/supervisors authorized to sell alcohol only 2 of the 4 were current with their alcohol manager/server training

at the time of the October 1, 2016 alcohol compliance failure.

This is Smashburger's second alcohol compliance failure/violation in the last thirty six (36) months. Smashburger's previous violation within the previous 36 months was on May 1, 2014.

Staff Recommendation

Issue and administer the presumptive penalty pursuant to City Code Section 302.15, for on-sale license holders for the second violation within thirty-six (36) months. The mandatory minimum penalty shall be a two thousand dollar (\$2,000.00) fine and a five (5) day suspension.

Council Action Requested

Allow the Roseville Police Department to issue and administer the presumptive penalty as set forth in Section 302.15, of the Roseville City Code or other action as determined by the Roseville City Council.

Prepared by: Lt. Lorne Rosand

Attachments:

- A: Police Report CN/16027771
- B: Letter announcing compliance checks and enclosures
- C: Letter announcing Council Meeting
- D: June 9, 2014 Council Meeting Minutes



ATTACHMENT A

ROSEVILLE POLICE DEPARTMENT

INCIDENT REPORT

ICR# 16027771		AGENCY ORI# MN0620800		JUVENILE:	
INCIDENT	Reported: 10-03-2016 1656 Committed Start: 10-03-2016 1930 Committed End: 10-03-2016 1935 Title: Compliance Checks-Alcohol How Received: None Selected Short Description: Smashburger Fail Summary: City Wide Alcohol Compliance Check Round II. Alcohol Compliance Failure. See Supplement. Location(s) SMASHBURGER Address: 2100 SNELLING AV City: Roseville State: MN Zip: 55113 Country:				
	Officer Assigned: Rosand, Lorne (Administrative Action) Badge No: 3 Primary: No Officer Assigned: Dattilo, Grant Badge No: 196 Primary: Yes				
	MOC: M4102 Literal: LIQUOR - SELLING Statute: 340A-401 UCR: 22				
	NAMES Involvement: Cited Name: Welch, Dennis Matthew DOB: 03-15-1993 Age: 23 Sex: Race: Height: 0 Weight: 0 Address: (Residence) 1012 Hawthorne Avenue APT City: St. Paul State: MN Zip: 55106 Country: Phone: (Home) (651)251-0220 Involvement: Mentioned Name: Peres, Elizabeth Cardoza DOB: 01-13-1992 Age: 24 Sex: F Race: W Height: 0 Weight: 0 Address: (Business) 2100 Snelling Avenue APT City: Roseville State: MN Zip: 55113 Country: USA Phone: (Home) (651)251-0220 Hair Color: Involvement: Mentioned Name: Murphy, Sean DOB: -- Age: Sex: M Race: Height: 0 Weight: 0 Address: (Business) 17821 Tyler Drive NW APT City: Elk River State: MN Zip: 55330 Country: USA Phone: (Business) (763)482-9437 Email: (Work)smurphy@smashburger.com Involvement: Mentioned Name: Becker, Kate DOB: -- Age: Sex: F Race: Height: 0 Weight: 0 Address: (Business) 80 South 8th Street STE 900 City: Minneapolis State: MN Zip: 55402 Country: USA Phone: (Cell) (651)357-7899 Email: (Work)kbecker@becker-law.net				

Supplemental Report**ICR:** 16027771**Last Modified:** 10-05-2016 1704**Title:** Alcohol Compliance Fail**Created By:** Grant Dattilo

On 10/03/2016 the Roseville Police Department conducted an alcoholic compliance check at 2100 Snelling Avenue (Smashburger). XXXXX (16 year old checker) went to the front register and ordered a bottle of Summit from Welch (cited/ manager). Welch asked for XXXXX's ID, which she handed to him. After a short time Welch gave XXXXX back her ID.

Welch gave XXXXX the total, and she gave him \$20.00. Welch then gave her the correct change back, a receipt for the transaction, and a bottle of Summit. At this time I identified myself as a police officer, and told Welch that we were conducting an alcohol compliance check.

I asked Welch why he sold a 16 year old a beer. He told me that he knew it said 1999, it had just been a long day.

I issued Welch a city ordinance citation for selling alcohol to a minor.

Welch told me that he was the restaurant manager, and that the district manager was Ryan 973-862-9954 (did not know what his last name was). I told him to inform Ryan that Lieutenant Rosand would be following up with her in the future.

A photo of Welch and the Summit was uploaded to the report.

Nothing further at this time.

Supplemental Report

ICR: 16027771

Last Modified: 10-07-2016 1513

Title: Issuance of Admit Cite #20908

Created By: Lorne Rosand

On Thursday, October 6, 2016, I traveled to Smash Burger Restaurant and spoke with store shift supervisor Elizabeth Peres (mentioned).

After introducing myself, I provided Peres my business card and explained I wanted to speak with the restaurant's manager. Peres advised she was the shift supervisor and I could talk to her.

I explained I was on site to talk to her about the Monday, October 3, 2016 sale of alcohol to a minor. Peres said she was aware of the event.

I provided Peres administrative citation #20908 (see Media file) and a copy of the 2016 city fine schedule. I advised Peres the administrative citation is specific to the restaurant's liquor license holder must be paid (\$300.00 fine) on or before Monday, October 17, 2016.

I then provided Peres a complete copy of the Roseville Code 302/Liquor Control.

Pre-meeting, I highlighted in yellow 302.08C. This specific area of the ordinance addresses manager/server training and employee records.

Peres didn't seem aware of ever completing alcohol server training and asked how much it costs.? I advised the city provides the training in the form of a PDF document on the police department's home page. I further advised the city's training documents are free but should have been completed by alcohol servers before Monday's violation.

I advised Peres that I would be returning on Wednesday, October 12, 2016 to inspect and copy all Smash Burger employee alcohol server training records. Peres said she understood.

Supplement for informational purposes.

Supplemental Report

ICR: 16027771

Last Modified: 10-07-2016 1444

Title: Admit Cite #20905 Welch PAID

Created By: Lorne Rosand

On Friday, October 7, 2016 at 1340 hours, Dennis Welch paid his \$200.00 administrative fine for the October 3, 2016 sale of alcohol to a minor.

With Welch paying his administrative fine, I consider his portion of this case file closed.

Supplement for informational purposes.

Supplemental Report

ICR: 16027771

Last Modified: 10-17-2016 1604

Title: Smashburger Point of Contact

Created By: Lorne Rosand

On Friday, October 7, 2016, I received a telephone call from Sean Murphy (mentioned) who identified himself as the district manager of the Roseville Smashburger Restaurant.

Murphy advised he will be the point of contact for all future contacts specific to the Roseville Smashburger Restaurant Monday, October 3, 2016 alcohol compliance failure.

Murphy agreed to provide me with Roseville Smashburger manager server training records on or before Wednesday, October 12, 2016.

Murphy admitted he was new to the Smashburger Restaurant business and wasn't familiar with the Roseville restaurant's previous alcohol compliance failures.

I ultimately provided Murphy with a sanitized copy of the May 1, 2014 Smashburger alcohol compliance failure violation which resulted in a \$2000.00 fine and a 5-day liquor license suspension. The purpose of providing Murphy a copy of the report is to provide him of a history of the Roseville Smashburger liquor license violations.

Supplement for informational purposes.

Supplemental Report

ICR: 16027771

Last Modified: 10-12-2016 0953

Title: Smashburger Attorney

Created By: Lorne Rosand

On Wednesday, October 12, 2016 at approximately 0930 hours, I received a telephone call from a woman who identified herself as Kate Becker. Becker advised me she is the attorney for Smashburger and she would be the point of contact reference the October 3, 2016 underage sale of alcohol to a minor violation.

I was familiar with Becker because she is the same attorney I worked with during the 2014 Smashburger alcohol compliance failure.

In summary, Becker questioned the reason for the \$300.00 administrative fine for the liquor license holder when council would be fining Smashburger in the near future for the violation.

Becker said she would provide me with the alcohol manager/server training records by week's end.

I advised Becker I planned on submitting my request for council action (RCA) early next week in order for all three alcohol compliance failures to be heard at the Monday, October 24, 2016 council meeting.

Becker indicated she understood.

Report for informational purposes.

Supplemental Report

ICR: 16027771

Last Modified: 10-18-2016 1209

Title: Training Records

Created By: Lorne Rosand

On Monday, October 17, 2016 at approximately 1700 hours, I received an e-mail from Attorney Kate Becker who represents Smashburger.

In Becker's e-mail were a number of attachments. I noted Becker had attached four current SERVSAFE training certificates for Smashburger managers Welch, Nelson, Fox and Perez.

On Tuesday, October 18, 2016 at approximately 1130 hours, I telephoned Attorney Becker and asked she explain the Excel spreadsheet document she had attached to her October 17th e-mail.

What follows is a summary of Attorney Becker's explanation of the spread sheet:

Becker advised the spread sheet lists the names of all of the Roseville Smashburger employees. The only restaurant employees authorized to sell alcohol are store supervisors:

Jeff Fix
Robert Nelson
Elizabeth Perez
Dennis Welch

When I went through the spread sheet, I determined Fix and Welch were current with their manager/server training but Nelson and Perez were not.

When I questioned Becker about Nelson and Perez being out of compliance at the time of the October 1, 2016 violation, she agreed both were out of compliance but have since completed their SERVSAFE manager/server alcohol training and their respective certificates were attached to her October 17th e-mail.

When I questioned Becker about the other restaurant employees completing SERVSAFE training with some being in compliance and others being out of compliance, Becker said all employees must first obtain authorization from one of the store supervisors/managers before any liquor sale can be completed.

To summarize Smashburger's employee alcohol training compliance, of the four "authorized" supervisor/managers authorized to sell liquor, 2 were compliant 2 were not compliant.

Smashburger manager Dennis Welch was manager/server alcohol training compliant on the day he sold alcohol to a 16-year old compliance checker. When asked why he sold to a underage buyer, Welch's response was, "it had been a long day."

Supplement for informational purposes.



May 5, 2016

Chili's Grill & Bar
1840 West County Road B2
Roseville, MN 55113

ATTN: MANAGER

Please thoroughly review the following information as it pertains to alcohol compliance checks conducted by the Roseville Police Department, relative to your establishment.

The City of Roseville began alcohol compliance checks on licensed alcoholic beverage sellers in 1997. At that time, the compliance rate was only 70%. Nearly 30% of our licensees failed those compliance checks. Our goal is to achieve 100% compliance. We need your cooperation to make that happen.

The Roseville Police Department conducts yearly compliance checks to insure licensed alcoholic beverage sellers in the City of Roseville are complying with State law and Roseville Code Provisions relating to the selling of alcoholic beverages.

Please review the following relating to sales of alcohol to underage persons:

Minnesota Statute Chapter 340A.503 PERSONS UNDER 21; ILLEGAL ACTS.

Subdivision 1. Consumption.

(a) It is unlawful for any:

(1) retail intoxicating liquor or 3.2 percent malt liquor licensee, municipal liquor store, or bottle club permit holder under section 340A.414, to permit any person under the age of 21 years to drink alcoholic beverages on the licensed premises or within the municipal liquor store;

Subdivision 2. Purchasing. It is unlawful for any person:

(1) to sell, barter, furnish, or give alcoholic beverages to a person under 21 years of age;

The City of Roseville has passed Chapter 302, Roseville's Liquor Control Ordinance. The Roseville Police Department encourages you to become familiar with the Liquor Control Ordinance. For your convenience, a complete copy of Roseville Liquor Control Ordinance Chapter 302 has been enclosed for your review. Roseville's ordinances are also available for on-line viewing at www.cityofroseville.com

The civil penalties for underage alcoholic beverage sales are set forth in the Roseville City Code. Presumptive penalties are set forth in § 302.15 of the Code. These penalties vary depending upon whether it is a first time violation, a second time violation, a third time violation, etc.

The Roseville Police Department has worked with City alcoholic beverage licensees to promote training for both servers and managers to prevent sales of alcohol to underage persons, and to prevent other violations of the Liquor Control Ordinance. All licensees and their managers, and all employees or agents employed by the licensee that sell or serve alcohol, must complete a city approved or city provided liquor licensee training program. A City of Roseville Manager/Server Approved Training Program is included in this packet for your convenience.

Additional city approved licensee training/resources are listed in the enclosed manager/server training packet.

Both the City's approval and the required training shall be completed:

1. Prior to licensure or renewal for licensees and managers, or
2. Prior to serving or selling for any employee or agent, and
3. Every year thereafter.

Your business must maintain documentation that you have properly trained every employee that sells or serves alcohol, and produce such documentation upon reasonable request made by a peace officer, health officer or properly designated officer or employee of the city. The City will not maintain these records for you. Additional penalties may be assessed if you are unable to provide documentation or it is determined the employee did not under-go the required training.

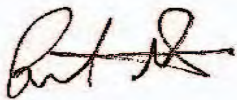
The mandatory minimum penalty (imposed upon the licensee) for the sale of alcoholic beverages to underage individuals is a \$1,000 fine and a one day suspension.

These penalties are civil in nature. Please be aware criminal penalties may also be imposed for violations of the Liquor Control Ordinance.

The Roseville Police Department will conduct a minimum of two compliance checks in 2016 beginning this spring. Please remind your employees of their legal and moral responsibility not to sell or serve alcoholic beverages to anyone under the age of 21.

Once again, we encourage you to review Roseville City Code, Chapter 302, to insure that you have familiarized yourself with the local regulations applicable to your establishment. If you have any questions, please contact Lt. Lorne Rosand at 651-792-7211.

Sincerely,



Rick Mathwig
Chief of Police

Enclosures:
Roseville City Code Chapter 302
Roseville City Approved Manager and Server Training Program

lr

ATTACHMENT C



October 18, 2016

Attorney Katherine E. Becker
Becker Law Firm, P.A.
80 South Eighth Street Suite 900
Minneapolis Minnesota 55402

Attorney Katherine Becker;

Reference Roseville PD Case File 16027771: October 3, 2016 Smashburger Restaurant Alcohol Compliance Failure

On Monday, October 24, 2016, the Roseville City Council will discuss the October 3, 2016 alcohol compliance failure at the Smashburger Restaurant. Staff has recommended Council impose the presumptive penalty of a \$2000.00 fine and five (5) day liquor license suspension.

A representative of your establishment may appear at the time of the council discussion to offer any information that you deem relevant as to whether the Council should deviate from the presumptive penalties set forth in the Roseville City Code. If you fail to appear at this meeting, the City Council will act without any input from your business.

Summary of Violation:

- May 5, 2016: All businesses with a liquor license in the City of Roseville were mailed a letter from the Roseville Police Department announcing two alcohol compliance checks will be conducted before the end of the year.
- October 3, 2016: A Smashburger Restaurant manager sold a 16-year old underage compliance buyer an alcoholic beverage. The Smashburger manager sold an underage alcohol compliance buyer a bottle of Summit beer. This violation was witnessed by a plain clothing police officer.
- October 18, 2016: Smashburger Restaurant provided the department an Excel spread sheet listing all store employees. Based on the information you provided earlier this morning, only the restaurant's managers/supervisors are authorized to sell liquor. Upon review of your Excel spreadsheet, of the four managers/supervisors authorized to sell alcohol, only 2 were manager/server were compliant on the day of the October 1, 2016 alcohol compliance failure.

Roseville City Council will consider staff recommendation specific to this violation at its regular meeting scheduled for Monday, October 24, 2016. Council discussion of this violation will occur during the "Business Actions" segment of the meeting.

Finally, please be advised if another violation should occur, further penalties will be invoked. If you have any questions, you can reach me at my desk telephone number of 651-792-7211 during normal business hours.

Sincerely,

Lorne Rosand
Lieutenant

Cc: Rick Mathwig – Chief of Police
Patrick Trudgeon – City Manager
Roseville City Council

City Council

City Council Meeting Minutes

June 9, 2014

1. Roll Call

Mayor Roe called the meeting to order at approximately 6:00 p.m. Voting and Seating Order: McGehee; Willmus; Laliberte; Etten; and Roe. City Manager Pat Trudgeon and City Attorney Charles Bartholdi were also present.

2. Approve Agenda

Mayor Roe noted that Agenda Item 13.c entitled, "Community Development Department Request to Perform Abatement for Unresolved City Code Violations at 311 County Road B" had been removed as violations had been resolved.

Councilmember McGehee requested removal of Consent Item 7.e entitled "Request by Lakewest and Commers Enterprises Southtown for Vacation of Unused Right-of-Way at 2501 - 2699 Patton Road" for questions.

Laliberte moved, Etten seconded approval of the agenda as amended.

Roll Call

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

Nays: None.

3. Public Comment

Mayor Roe called for public comment by members of the audience on any non-agenda items. No one appeared to speak.

4. Council Communications, Reports, and Announcements

Mayor Roe announced several Parks & Recreation-related "Playground Builds" volunteer opportunities this weekend at Materion and Howard Johnson Parks and available shifts, with additional information available from Recreation Superintendent Rick Schultz at 651/492-7104.

Mayor Roe announced upcoming Rosefest activities from June 26 - 30; and July 4, 2014 events for Independence Day, with a list of family activities and events - many free - available on the City's website or on the Rosefest Hotline at 651/792-7411 and times, locations and registration information if needed.

Councilmember Laliberte advised that the next meeting of the Ramsey County League of Local Governments (RCLLG) was scheduled for June 26, 2014 at Union Depot, with the main focus on transit-related items, with her report on the meeting to follow at a later date.

Mayor Roe provided a brief update on the Cable Franchise Renewal with Comcast, and vote by the North Suburban Communications Commission at their May 15, 2014 special meeting to recommend that the ten member cities deny the Comcast proposal as presented. Mayor Roe advised that ongoing efforts will continue for informal negotiations; with the Roseville City Council scheduled to consider their options and take action at the regular June 16, 2014 meeting. Mayor Roe advised that an opportunity for public comment would be available at that time.

Without attempting to speak for them, at the request of Councilmember McGehee, Mayor Roe briefly expanded on a recent newspaper article related to action of the Shoreview City Council based on their concerns with negotiations to-date.

5. Recognitions, Donations and Communications

a. Recognize Girl Scout Gold Award Winners

On behalf of the City Council, community and staff, Mayor Roe recognized Courtney Gastecki for her accomplishments as a member of the Girl Scouts of MN, earning the Girl Scout Gold Award, with projects to help educate the community on responsible pet ownership and adoption; and declared June 9, 2014 to be Girl Scout Day in the City of Roseville.

McGehee moved, Etten seconded, declaring June 9, 2014 to be Girl Scout Day in the City of Roseville; and recognized Courtney Gastecki for her accomplishments as a member of the Girl Scouts of MN, earning the Girl Scout Gold Award, with projects to help educate the community on responsible pet ownership and adoption.

Roll Call

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

Nays: None.

On behalf of the City Council, community and staff, Mayor Roe recognized Madeleine Logeais for her accomplishments as a member of the Girl Scouts of MN, earning the Girl Scout Gold Award, with projects to help inspire students to participate in Science, Technology, Engineering, and Math (STEM) Learning; and declared June 9, 2014 to be Girl Scout Day in the City of Roseville.

Laliberte moved, McGehee seconded, declaring June 9, 2014 to be Girl Scout Day in the City of Roseville; and recognized Madeleine Logeais for her accomplishments as a member of the Girl Scouts of MN, earning the Girl Scout Gold Award, with projects to help inspire students to participate in Science, Technology, Engineering, and Math (STEM) Learning.

Roll Call

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

Nays: None.

b. Recognize New Police Officers and Volunteer Coordinator

Police Chief Rick Mathwig introduced the City's most recently-hired City of Roseville Police Officers Mitch Christensen, Zach Wiesner, and Crystal Jones, officially sworn in on May 22, 2014; and read a brief biography for each officer in order of their hire.

Mayor welcomed the officers in their service to the City of Roseville and its citizens.

City Manager Patrick Trudgeon introduced recently-hired City of Roseville Volunteer Coordinator Ms. Kelly O'Brien; and offered a brief biography and summary of her work to-date in volunteer coordination.

At the invitation of Mayor Roe, Ms. O'Brien thanked the City Council for recognizing the potential of community engagement and the need for an infrastructure of volunteers to address that. Ms. O'Brien expressed her enthusiasm for working with the City Council and community residents to build a greater Roseville.

6. Approve Minutes

Comments and corrections to draft minutes had been submitted by the City Council prior to tonight's meeting and those revisions were incorporated into the draft presented in the Council packet.

a. Minutes of May 12, 2014 Regular Meeting

Willmus moved, McGehee seconded, approval of Meeting Minutes of May 12, 2014 as presented.

Roll Call

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

Nays: None.

b. Minutes of May 22, 2014 Special Meeting

Willmus moved, McGehee seconded, approval of Meeting Minutes of May 22, 2014 as amended.

Corrections:

Page 26, Lines 15 - 18 (Roe)

Confirmed that Councilmember Laliberte was the speaker; and corrected typographical error from "per-empt" to "preempt."

Roll Call

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

Nays: None.

7. Approve Consent Agenda

There were no additional changes to the Consent Agenda than those previously noted. At the request of Mayor Roe, City Manager Patrick Trudgeon briefly reviewed those items being considered under the Consent Agenda.

a. Approve Payments

Councilmember Willmus asked that the Check Register duplex printing be in a format that is easier to read as done in the past; duly noted by staff as a copying error.

Etten moved, McGehee seconded, approval of the following claims and payments as presented.

ACH Payments	\$984,411.64
73643 - 73930	750,590.69
Total	\$1,735,002.33

Roll Call

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

Nays: None.

b. Approve Business Licenses & Other Licenses & Permits

Etten moved, McGehee seconded, approval of business license applications for the period of one (1) year, unless otherwise noted, for the following applicants:

Applicant/Location	Type of License
Feng Lee; Massage Xcape; 1767 Lexington Avenue N	Massage Therapist
Amanda Drake; Massage Envy; 2480 Fairview Avenue	Massage Therapist
Diamond Lake 1994, LLC, d/b/a Cub Foods #6694 1201 Larpenteur Avenue W	Cigarette / Tobacco Products
Renaissance Fireworks, Inc. Roseville Center Parking Lot; 1135 Larpenteur Avenue W	Sale of Consumer Fireworks
TNT Fireworks Rainbow Foods Parking Lot; 1201 Larpenteur Avenue W	Sale of Consumer Fireworks
TNT Fireworks Walmart Parking Lot; 1960 Twin Lakes Parkway	Sale of Consumer Fireworks
RBF, LLC of Wisconsin, d/b/a Rainbow Foods #8802 1201 Larpenteur Avenue W	Sale of Consumer Fireworks
Cub Foods West #31334; 2100 Snelling Avenue	Sale of Consumer Fireworks
Walmart #3404; 1960 Twin Lakes Parkway	Sale of Consumer Fireworks
Church of Corpus Christi, 2131 Fairview Avenue N <i>For an event to be held on June 21, 2014</i>	Temporary On-Sale Liquor

Roll Call

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

Nays: None.

c. Approve General Purchases and Sale of Surplus Items in Excess of \$5,000

Etten moved, McGehee seconded, approval of the submitted list of general purchases and contracts for services presented as follows; and as detailed in the Request for Council Action (RCA) dated June 9, 2014; and Attachment A entitled, "2014 Capital Improvement Plan Summary - Updated 05/31/2014."

Department	Vendor	Description	Amount	Budget / CIP
Police	Data 911	Data 911 Squad computer support	\$5,862.00	Budget
Park Mtnce.	Upper Cut Tree Service	Diseased & hazardous tree removal	25,000.00	Budget
Streets	Upper Cut Tree Service	Diseased & hazardous tree removal	25,000.00	Budget
Police	Affinity Plus Credit Union	Forfeited vehicle: lien payoff	9,319.00	N/A
Police	US Bank	Forfeited vehicle: lien payoff	7,307.21	N/A
Pathways	Century Fence Co.	Split rail fence	5,325.00	CIP

		replacement		
Stormwater	Vonco 11, LLC	Street sweeping dump charges	5,510.00	Budget
Bldg. Mtnce.	Weatherproofing Tech., Inc.	City Hall & N Garage roof	70,878.72	CIP
Bldg. Mtnce.	Tremco, Inc.	City Hall & N Garage roof	36,799.88	CIP
Public Works	Sunram Construction	Retaining wall replacement	51,975.00	Budget
Public Works	RT Vision	Project Management software	9,950.00	Budget

Roll Call

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

Nays: None.

d. Authorize Acceptance of Cost-Share Funds and Approve Cost-Share Agreement for Dellwood Street Drainage Improvements

Etten moved, McGehee seconded, accepting cost-share funds and approving the cost-share agreement (Attachment A) with the Ramsey-Washington Metro Watershed District in the amount of \$100,000 for the Dellwood Street Drainage Improvements.

Roll Call

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

Nays: None.

f. Authorize New Police Mutual Aid Agreement - Ramsey County

Etten moved, McGehee seconded, authorizing the City of Roseville to enter into the Mutual Aid Agreement (Attachment A), with Ramsey County and parties as detailed in the RCA dated June 9, 2014.

Roll Call

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

Nays: None.

g. Approve a Resolution to Join the Petition for Rise Creek Watershed District to Establish a Phased Basic Water Management Project

Etten moved, McGehee seconded, adoption of Resolution No. 11151_ (Attachment A) entitled, "Resolution of Intent to Join the Amended Petition for the New Brighton/St. Anthony Basic Water Management Project, Rice Creek Watershed District Project 2013-01, to Acknowledge the Allocation of Local Project Costs for the Mirror Lake and Hansen Park Project Components, to Allow Proceeding to Project Phases 2 and 3 for Other Project Components, and Authorizing Amended Petition.'

Roll Call

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

Nays: None.

h. Consider Approving IT Shared Service Agreement with the City of Centerville

Etten moved, McGehee seconded, approval of a Shared Services Agreement (Attachment A) between the City of Roseville and the City of Centerville for provision of IT support services by the City of Roseville.

Roll Call

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

Nays: None.

i. Approve Agreement for AutoZone Development at 1255 Larpenteur Avenue

At the request of Councilmember Laliberte, clarification was provided on Exhibit B (extract of Variance Board meeting minutes) and verification that the 10-day appeal period had already expired.

Etten moved, McGehee seconded, approval of the Agreement (Attachment B) between the City of Roseville and AutoZone Development Corporation, identified as a flood damage liability waiver, waiving and releasing the City of Roseville from any and all claims, liens, demands, etc., arising from or related to any property or personal damage or loss in connection with the property at 1255 Larpenteur Avenue, and relevant to City requirements under City Code Chapter 1017, Shoreland, Wetland and Stormwater Management.

Roll Call

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

Nays: None.

j. Set Public Hearing to Consider the Transfer of an Off-Sale Liquor License to JE Roseville Liquor 2014, LLC (Cub Liquor)

Etten moved, McGehee seconded, setting a Public Hearing on June 23, 2014 to consider transferring the rights of the off-sale liquor license from RBF, LLC of Wisconsin to JE Roseville Liquor 2014, LLC, for the remainder of the 2014 calendar year.

Roll Call

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

Nays: None.

k. Set Public Hearing to Consider the Transfer of an Off-Sale 3.2% Liquor License to Diamond Lake 1994, LLC (Cub Foods)

Etten moved, McGehee seconded, setting a Public Hearing on June 23, 2014 to consider transferring the rights of the 3.2% liquor license to Diamond Lake 1994, LLC, for the remainder of the 2014 calendar year.

Roll Call

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

Nays: None.

8. Consider Items Removed from Consent

e. Request by Lakewest and Commers Enterprises Southtown for VACATION of Unused Right-of-Way at 2501 - 2699 Patton Road

At the request of Mayor Roe, City Manager Trudgeon briefly reviewed the request as detailed in the RCA dated June 9, 2014.

Councilmember McGehee stated that, from the meeting minute excerpt, she was unable to determine if there was resolution regarding the turn radius raised at the Planning Commission meeting.

Councilmember McGehee further questioned if, when reviewing the plat map, there could be an opportunity to require additional green space versus more impervious with this request and thereby enhance the parking lot making it somewhat more pleasant in this industrial area. While understanding that there was no potential use for the right-of-way being vacated, Councilmember McGehee asked if such a trade-off could be made to enhance the existing property.

City Manager Trudgeon advised that there was little requirement for green space in industrial districts; and he would need to verify the actual percentage required, but since this is intended as a stall build-out, depending on parking lot standards and requirements (e.g. islands), he would check into those code requirements to determine if they would be applicable in this situation.

Councilmember McGehee opined that it would make the entire block look more attractive with additional green space, further opining that, from her review of the property, this parcel may be pushing the 15% limit.

McGehee moved to direct staff to look into the impervious surface situation as it is now.

Mayor Roe ruled the motion failed for lack of a second.

Councilmember Laliberte asked if it was the applicant's intent to apply for the new stormwater credit; and suggested if so, pro-active measures could be suggested to the applicant as part of the negotiations to receive any credits.

Mr. Trudgeon responded that he was unsure if that extensive of a conversation had occurred at this time.

Councilmember Willmus noted that this easement was originally taken for a particular purpose, later determined not to be needed; and questioned if there was any standing to retain it at this point.

At the request of Mayor Roe, City Attorney Bartholdi responded that it had been determined that there was no longer a need for it and it no longer served of a benefit to the City.

Specific to the possible conditioning of the vacation, City Attorney Bartholdi clarified that a vacation was black and white, and no conditions could be applied to a vacation of easement. Mr. Bartholdi noted that the only question was whether or not retaining the easement going forward was of benefit to the City as originally taken and intended. Mr. Bartholdi advised that the vote for vacation was simply yes or no, and once vacated, the applicant could consider options for the property at their discretion, but not as a compliance measure required by the City.

Willmus moved, McGehee seconded, adoption of Resolution No. 11152 (Attachment E) entitled, "A Resolution Vacating a Portion of Unused Right-of-Way at 2501-2699 Patton Road (**PF14-009**)."

Mayor Roe noted that, based on the aerial photo and map included in the RCA, there were design limitations that may actually leave some green space there due to stormwater ponding. However, Mayor Roe agreed with the City Attorney's advice regarding any conditioning of this vacation.

Roll Call

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

Nays: None.

9. General Ordinances for Adoption

a. Consider Amending City Code Chapter 303: Amusement Devices: Areas and Game Rooms

At the request of Mayor Roe, Finance Director Chris Miller briefly reviewed this request as detailed in the RCA dated June 9, 2014.

Mr. Miller advised that this code amendment had come up at the request of Chuck-E-Cheese, as they were working through the process to locate a new facility in Roseville in the Sports Authority building at 1750 Highway 36 Service Drive with an addition to the building on the south. Mr. Miller advised that, internal staff discussions with the Police Department, Planning Department and other City staff, the original rationale for separation was no longer necessary with the updated Zoning Code that would be sufficient to regulate that separation. Specific to this, Mr. Miller advised that a Conditional Use (CU) would have typically been put in place providing another layer of control to address distance requirements; however, City Planners did not feel a CU was necessary as long as the proposal was consistent with zoning as a regulating tool. Therefore, Mr. Miller advised that the proposal was to amend two sections of Code 303, as indicated in the RCA; and a revised ordinance (Attachment A) as indicated.

At the request of Councilmember Willmus, City Manager Trudgeon was unsure why the terminology "video arcade" was specifically mentioned in the CU language; and if someone applied after this change, a pool hall request that may be across from a school would still need a license for gaming devices with City Council approval.

Councilmember Etten questioned if the City gained more control by leaving the CU process in place; with Mr. Trudgeon responding that the CU allowed particulars for the use, and it would be reasonable to keep it if the City Council had concerns in retaining controls allowed by a CU.

Mayor Roe opined that it didn't make sense from a code writing point of view to have the CU included in licensing code with no reference to it in zoning code. Mayor Roe suggested that, if the CU requirement for this type of use and amendment of the Table of Uses in zoning code was not approved tonight, it may make more sense on a short-term basis to change the first part of Section 3 to facilitate timing for this applicant, and leave Item B in code for now and move to correct that section of code later.

Mr. Trudgeon clarified that this would essentially take out the distance requirement and leave approval by a CU permitting process for now to facilitate the applicant; removing the distance requirement completely.

Councilmember Laliberte noted Source Comics, located adjacent to Erik's Bike Shop, had a weekly gaming and game night, and it was situated within a residential neighborhood.

Mr. Miller advised that he would need to follow-up on that situation and use and get back to the City Council at a later date.

Mr. Trudgeon noted that this section was designed to address electronic amusement devices, and he would also need to further review the definition and related code requirements.

Etten moved, Willmus seconded, enactment of Ordinance No. 1468 (Attachment A) entitled, "An Ordinance Amending City Code Chapter 303 (Sections 303.04 and 303.02);" ***amended to strike language on Line 94 after the first sentence, ending at "game rooms" and to completely strike language from line 97 -114.***

Mayor Roe noted that this would leave the CU language requirement intact at this time; and requested staff to return with additional information and potential updating of Tables of Use at a later date.

Roll Call

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

Nays: None.

Recess

Mayor Roe recessed the meeting at approximately 6:45 p.m. and reconvened at approximately 6:48 p.m.

10. Presentations

b. Parks and Recreation Commission Joint Meeting with the City Council

Mayor Roe welcomed commissioners and recognized Parks & Recreation Commission Chair Dave Holt. Commissioners in attendance included: Chair Holt, Commissioners Lee Diedrick, Randall Doneen, Jerry Stoner, Mary Holt, Nolan Wall, Philip Gelbach and Terrance Newby.

Various attachments were provided as part of the background and discussion items, including: Attachment A (Goals 2013-2015); Attachment B (City Attorney Opinion dated 3/14/14 - Park Board Legislation); Attachment C (Research and analysis of a Park Board dated 5/7/13); Attachment D (SWOT analysis report on Park Board dated 5/6/14); and Attachment E (Park and Recreation Commission Meeting Minutes dated 5/6/14).

Chair Holt advised that each commissioner would be speaking on various joint discussion topics as listed in the RCA.

Volunteer Coordinator/Enhanced Volunteer Participation

Commissioners Lee Diedrick and Mary Holt thanked the City Council for hiring Volunteer Coordinator, opining that it was great timing as the Parks Renewal Program was initiated, anticipating great results from coordinating volunteer efforts.

Collaboration with Public Works, Environment and Transportation Commission (PWETC)

Commissioner Doneen reported on the meeting of a subgroup of P & R and PWETC commissions to discuss pathway extensions, and the work done by the PWETC to build on the original 2008 Pathway Master Plan, along with those needs identified as part of the park constellations during the Parks Master Plan process.

Commissioner Doneen noted that it was interesting to see the difference in ranking trail and pathway priorities based on two different sets of criteria; with both groups in support of trails on County Road B2 and the trail (shoulder) connection west of Cleveland Avenue along County Road B.

Commissioner Doneen opined that overall it was a good collaborative effort and he appreciated working with the PWETC.

Communication Efforts

Commissioner Gelbach noted that he had met with Communications Manager Garry Bowman and Assistant Parks Director Jill Anfang, as well as attending a meeting of the Community Engagement Commission and discussions with Commissioner Gary Grefenberg of that group, and would continue to follow their meeting minutes. Commissioner Gelbach stressed the importance of communication efforts in including everyone in what was being done, and looked forward to a good relationship with these parties.

Commissioner Gelbach advised that he would like the Parks & Recreation Commissioners to meet more often with the City Council, similar to a schedule like the Housing & Redevelopment Authority (HRA), on a quarterly basis if possible to enhance that communication and provide more timely reports.

Chair Holt concurred, noting it went beyond communications, but would keep the City Council in the loop and up-to-date, as well as keeping the Commission on task as activities begin to move forward at a fast pace, allowing for course corrections as needed.

Parks and Recreation Renewal Program

With recent package approval by the City Council, Commissioner Stoner asked that they continue to provide feedback (e.g. wireless communications and access considerations) to tell the Commission their areas of interest.

Commissioner Stoner thanked the City Council for their attendance and support at the recent Parks Renewal Program Kick-off Event; and asked that they continue to alert the Commission to any questions and/or comments.

Natural Resources Program including Forestry

Commissioner Doneen noted the advantages of tying together the Master Plan volunteer projects, volunteer coordinator, and natural resource programs of the community. As an example, Commissioner Doneen addressed the recent Buckthorn removal project at Reservoir Woods, and removal of brush for shipping. While a small project and not well-advertised with the Commission for some reason failing on every communication resource available to them, Commissioner Doneen noted that over twenty volunteers still showed up to help. Commissioner Doneen opined that this was indicative of the importance the community placed on their natural resources in area parks and Master plan efforts to-date.

Commissioner Doneen noted that this created a concern he'd heard from the community of the need for management of those natural resources in the City environment, which they had not found active or adequate to-date; and therefore the inclusion in the Parks Renewal Program package of a specific program and the need for their restoration.

Commissioner Doneen advised that he'd long advocated that natural resource needs be funded annually to avoid big time expenses or their further degradation, through effective capitalization.

Commissioner Doneen asked that the City Council give that serious consideration moving forward, opining that some of the City's most valuable assets are its trees and forest, specifically the current dangers to Ash Trees, and the need to remove diseased trees, but also replace them not just for aesthetics, but also for their benefits for energy conservation, soils and water quality. Commissioner Doneen suggested that proactive planning be done and monies set aside annually as originally intended. Commissioner Doneen respectfully asked that the City Council include natural resources in their long-term capital improvement program (CIP).

Commissioner Doneen noted that staff had done a good job of leveraging the Department of Agriculture for funding, but in the Commission's dual capacity as the City Tree Board, they recommended moving forward from the basic Emerald Ash Borer (EAB) plan; and ramp up and plant trees in advance of any infestation. Commissioner Doneen suggested that the City move from its limited forestry efforts with a one part-time forestry employee, and opined that it would prove a wise investment to increase the position to serve as a general resource management person and provide expertise with tree preservation as the City redevelops parcels with existing mature trees. As the Tree Board, Commissioner Doneen stated that they would be more than willing to engage with the Planning Commission in cross-efforts and endeavors for a reasonable tree preservation plan.

Councilmember Willmus asked Commissioner Doneen if, in his involvement with the Natural Resources and Trail System (NRATS) portion of the Renewal Program if he saw continued work with the PWETC on some issues (e.g. water quality and tree preservation), recognizing that there were commissioners on the PWETC that were passionate about those topics as well.

Commissioner Doneen recognized that potential, but having worked with that group already, opined that his best sense was that a specific charge should be provided rather than an ongoing relationship, whether with the Parks & Recreation, PWETC, and/or Planning Commission, and at the discretion of the City Council for a specific task and recommendation.

Chair Holt concurred, noting that the NRATS was looking for a more proactive approach and specific direction from the City Council to develop action steps.

Community Center

Commissioner Terrance (Terry) Newby noted that there had been considerable discussion in the past, including public surveys in 2011 and 2014, all identifying strong public support for the idea of a community center.

Commissioner Newby opined that the next step for the Commission was guidance from the City Council as to whether they were charged with moving forward to pursue this further, or if it should remain on the back burner as not being a top priority. Given the expanse of the issue and amount of time it could consume, Commissioner Newby sought direction in relationship to the other priorities of the Commission at this time.

Over time, Councilmember Willmus noted that the City Council was aware of the interest and survey data providing a fairly consistent message from the community for a community center. Councilmember Willmus advised that he'd be interested in learning more about how the City would propose to close the operational funding gap. Even with the City of Shoreview and Maplewood community centers, and their business models, Councilmember Willmus noted the annual financial gap (e.g. \$300,000 for Shoreview Community Center) and how those gaps could be addressed if the project were to move forward; or how to offset that gap to keep the facility going.

Councilmember McGehee noted that, as long as she'd been a resident, this had been an issue; and that was the reason for her being outspoken with the Parks Renewal Program, that the buildings should have been funneled into a community center for one building that was available and convenient for all residents. However, since that wasn't done, Councilmember McGehee noted that now instead of one area, there were six separate buildings to support, operate and maintain, even though she didn't hear that preference expressed by taxpayers and survey data. Councilmember McGehee opined that she couldn't see much hunger from the taxpayers for more bonding or increased taxes following the most recent bonding effort.

Having talked to the City of Shoreview about their apparent annual funding gap, Councilmember McGehee advised that she understood that it was a deliberate attempt to keep their membership at a price point so all residents could belong, and to continue to leave it as is and provide public support to promote those efforts. Councilmember McGehee opined that this discussion should have occurred earlier to respond to the community's wants, needs and expectations for a community center versus the buildings being constructed. While not having heard from the community at large, Councilmember McGehee opined that the 2014 survey results would indicate to her that the natural resource component was the second highest, as in the 2011 survey as well; and many things now being financed are related to maintenance issues that have been sorely neglected to-date; and reiterated her previous concerns that a maintenance plan was needed going forward.

Councilmember Laliberte recognized that this had been talked about for a long time; but noted that everyone envisioned a community center differently as to what it offered. While survey respondents indicate they want a community center, Councilmember Laliberte asked what they actually wanted, since some of those amenities may already be available in the community but not used sufficiently. In talking to a representative from the City of New Brighton recently, Councilmember Laliberte noted that they were looking at major improvements and investments to their community center, as they were finding that they lacked amenities, causing the community to go to LA Fitness, and other nicer, newer facilities. Councilmember Laliberte suggested that Roseville already had four community center-type buildings that are underutilized, and when someone wants a community, there was a need to determine what features they were seeking. Councilmember Laliberte stated that she needed a clearer picture of that, and such information would prove helpful to her future decision-making about a community center.

Councilmember Etten noted that discussion on how to fund a community center came up a few years ago, with the actual construction discussed through a local sales tax option, which has since filtered away. Councilmember Etten stated that he looked at long-term costs differently than the actual construction of a community center; with additional information needed on how to put the pieces together. As part of the Master Planning process, Councilmember Etten noted that some components were looked at, but there was no formal survey about what pieces were most valued by residents (e.g. indoor walking track); and while some of those amenities may already be in place in other facilities, recognized that some may also have certain limitations (e.g. walking track at the OVAL). Councilmember Etten opined that the important thing was to nurture all ages in the community in different ways and bring them together in a common space.

Mayor Roe echoed comments of his fellow Councilmembers, noting the difference in the upfront cost for construction and ongoing operating cost, while also understanding the high potential for a subsidy for long-term maintenance and upkeep and understanding overall benefits to the community.

Regarding the City's financial picture, Mayor Roe noted that the community had just begun paying for the Park Renewal Program bonds; however, conversely they were 3-4 years from paying off the City Hall/Public Works Building improvement bonds, which may create a potential fund to cover other infrastructure needs. As a way to address local sales taxes, Mayor Roe noted that the legislature looked at regional benefits in providing tax levy support; and suggested that shifting the OVAL to that regional support as a regional facility may open up more funding to operate that and shift available funding to a community center.

Mayor Roe suggested that the Commission take those things brought forward tonight by individual Councilmembers, with the charge for them to come up with more concrete answers to look at more seriously in an effort to understand the financial impacts to residents and businesses in the community.

Councilmember Laliberte suggested having discussions with communities surrounding Roseville that had community centers and/or private enterprises providing the preferred amenities, and determine how to partner with them, or avoid competing with those private entities. Councilmember Laliberte again opined that the past needs of the community may be met with the new park buildings under construction.

In speaking for senior citizens in the community, Councilmember McGehee opined that they didn't go to the private entities, but more often went to the community centers in Maplewood or Shoreview that were more geared to the older community with classes specific to their comfort level, further opining that those needs were not being met in the commercial environment.

Chair Holt, in recognizing the public engagement discussions through the Master Plan process, admitted that it wasn't easy to define what actual amenities were desired, since there was a multitude of interests. In addressing costs, Chair Holt advised that the Commission, as part of the Park Renewal Program, had looked at them quite extensively, and the cost of a community center as envisioned was more than the entire bonding program. Not to discount the desire and/or need for a community center, Chair Holt realistically advised that there was no funding available for one, and providing a community center was not as easy as we'd like it to be, with so many generations in the community needing to be satisfied.

Given the extensive work required, Chair Holt asked that the City Council provide direction or a charge if they wanted the Commission to further study this and return with that information. Regarding the maintenance plan comments by Councilmember McGehee, Chair Holt advised that this was an important piece of the Renewal Program to maintain what was being constructed. Chair Holt advised that the Commission had no intention of not providing for such a maintenance plan, which he hoped the City Council would support, to address planning and capitalization efforts to avoid what led to the degradation of existing facilities in the first place by lack of support. Chair Holt advised that those numbers were being developed and would be put together as part of an upcoming annual and long-term CIP.

Local Option Sales Tax

Chair Holt noted that this had been brought to the Commission in the past as a goal and as a potential funding for a community center. Chair Holt advised that the Commission was again seeking guidance from the City Council as to whether pursue the legislative process, which was also time-consuming. If the City Council wanted the Commission to look at it further this year, Chair Holt asked that they provide specific direction to the Commission as a request for more information.

Park Board Consideration

Chair Holt noted that the City Council had tasked the Commission several years ago to review and consider a Park Board versus a Commission, which had taken two years to accomplish (Attachment C - research and analysis of a Park Board dated May 7, 2013).

Commissioner Wall addressed this issue, including the necessary steps to establish a Park Board and the powers governing such a board under MN Statute, as detailed in the March 14, 2014 City Attorney opinion (Attachment B). Commissioner Nolan further referenced their discussion (Attachment D entitled, "Discussion regarding the legislative action to change from a commission to a board," dated May 6, 2014); and the subsequent motion passed unanimously that same date by seven Commission members in attendance.

Commissioner Nolan noted that this would be a significant and involved process; and asked for the

City Council's consideration, or any request for additional information.

Councilmember Laliberte thanked the Commission for their work to-date, and information she'd received from watching their meetings and the information provided by the Commission, recognizing that it was well thought out. With all that being said, Councilmember Laliberte stated that she was still hesitant about creating a Park Board due to the creation of a separate taxing authority and further removed one step from residents for non-elected officials to make decisions. Councilmember Laliberte noted that she understood the rationale based on past history of why such a board was desired, but remained hesitant. Councilmember Laliberte stated that she'd prefer to meet more often with the Commission as suggested to stay on top of things of concern to them as a starting point if it was the desire of the City Council rather than establishing Park Board. Councilmember Laliberte opined if by meeting more often, especially with initiation of the Park Renewal Program projects, it would avoid the reason why a \$19 million Park Renewal Project was necessary to address things done being done when they should have been done.

Councilmember McGehee agreed with Councilmember Laliberte's comments for meeting more often, stating that she would not favor a Park Board at this time for many of those same reasons, for the need for the City Council to retain that direct relationship with residents and avoid the autonomy of a Board and its own taxing authority. Councilmember McGehee opined that parks are a resource for the entire community, and when the Master Plan process was underway, stated that she personally supported a referendum and opined that the City failed its residents in not pursuing a referendum. Even though 3,000 people participated in the Master Plan process, Councilmember McGehee noted that this was less than 10% of the overall Roseville population; with the 2014 community survey indicating that 70% of the respondents didn't know about the Park Renewal Program, even though there were residents and the reason for them not using the parks might mean that their needs are not being met even though a large expenditure of public money had been made in the park system.

Councilmember McGehee stated that she felt strongly that more public airing of the Renewal Program was needed to determine what the real issues were, but what was being done now and the subsequent maintenance needed for those buildings, were not addressed or supported in either the 2011 or 2014 community surveys. Councilmember McGehee stated that she would like to meet more often and have more detail on the projects underway to address the different points of view of individual Councilmembers, and to have a give and take discussion about projects and ongoing maintenance, allowing the Commission and City Council to keep track of resident needs and the use of public funds to meet those needs.

After having participated for years in the public airing of issues in his former role on the Parks & Recreation Commission, Councilmember Etten opined that nothing in Roseville's history had been as well-vetted as this Park Renewal Program process. Councilmember Etten opined that to state that it hadn't gone through a public process was not correct. Councilmember Etten admitted that he had been caught off guard by community survey responses about their perceived lack of knowledge about the Renewal Program, but while not sure what had led to that, suggested that it may have been the label of the program from "ParkMaster Plan" to "Park Renewal Program." Given the number of meetings held in community sectors, and additional educational pieces and meetings around the program, Councilmember Etten expressed confidence that the process had been thorough and informative community-wide.

Specific to the creation of a Park Board, and the many discussions to-date, as well as requirements under the Optional Plan B City Government of Roseville, Councilmember Etten recognized that there would be a rigorous process to move such an effort forward. Councilmember Etten suggested the potential for partnering with a neighboring city (e.g. Falcon Heights and/or Lauderdale) to create a regional board, or partnership of the City and School District for joint facilities, but across levels of government and jurisdictions; giving consideration to the use of local sales taxes for that regional effort. Councilmember Etten opined that this would serve in a grander way to bring lots of pieces together to make it happen, and get a Park Board operational to work jointly with joint funding available.

Councilmember Willmus concurred with the comments of Councilmember Etten, noting that the Park Board concept originated during the Park & Recreation Master Plan process; and noted his enthusiasm to look at the concept and how it worked in other communities, and how it may provide a different path to follow. However, based on the process outlined in tonight's meeting materials, Councilmember Willmus advised that it involved a totally different path for implementation

than he originally thought. Councilmember Willmus advised that he found it interesting to hear comments from his colleagues comparing this to creation of the HRA, since similar insecurities and hesitations were brought up in creating that body as well. However, Councilmember Willmus noted that many good things that had come from that collaborative planning effort that the City Council would have been hard pressed to accomplish, and had become a great advantage to the City and its residents.

Recognizing that there were many pros and cons to creation of such a Board, Councilmember Willmus noted that he disagreed that there may be less accountability, since even the HRA "similar to a Park Board" came to the City Council to approve its levy, which was the City Council's ultimate control measure. Councilmember Willmus stated that he'd like to explore further whether a partnership with other community was a feasible avenue to consider, as suggested by Councilmember Etten.

As the Commission frequently heard the City Council speak on operational efficiencies, and in looking to potential partnerships with other communities beyond shared programming currently done, and as the City continued to struggle with the question of a community center, Councilmember Willmus suggested opportunities to look to Shoreview or Maplewood for shared opportunities as well. Councilmember Willmus thanked the Commission for their work to-date on the Park Board issue and discussions, and opined that it should remain on the table as a potential option down the road.

Since this Park Board issue came up, Mayor Roe stated that he'd struggled with it, even though appreciating the work, research and comparisons done by the Commission to-date. In using the HRA comparison as a model reference, Mayor Roe opined that was a minor portion of the City's annual budget and staffing needs compared to the significant chunk of the budget represented by the Parks & Recreation Department.

Mayor Roe stated that he also had concerns with such a significant part of the City's operations not being under direct control of the City Council, City Manager and the process used to manage the rest of the City's government. Mayor Roe noted that he found this troubling, not because he didn't think the Park Board would

do a good job, but for him it created too much distinction that would create more problems than it solved. However, Mayor Roe stated that he did like the idea of joint powers agreements for specific facilities, and joint efforts and projects with other communities. Mayor Roe advised that his preference would be not to pursue establishment of a Park Board further, but to seriously look at those opportunities.

Mayor Roe noted that the City was now making significant strides in addressing previously inadequate funding of Park & Recreation maintenance and infrastructure needs, especially in getting those CIP needs out over a twenty-year span. While that process needed to continue improving, Mayor Roe opined that part of his response was based on the need to continue those efforts and recognize them in the overall funding picture. Mayor Roe stated that he liked the idea of meeting more often, and suggested that regarding the CIP projections, the natural resources component was an excellent place to address those community needs and program them accordingly.

Overall, Mayor Roe stated that his response would be to use the tools already available and to the best of our ability. In terms of a future City Council not being as responsive to Park & Recreation needs, Mayor Roe opined that they needed to be held accountable by the community as they served or sought to serve on the City Council, especially in recognizing how parks & recreation aspects fit into the overall community and were not a second-class portion of the City of Roseville.

Regarding unification efforts, Councilmember McGehee opined that parks was an important part of the community and should be considered an essential service, and planning for its needs was an integral part of the City, not off on its own. Councilmember McGehee also supported the idea of joint powers agreements, especially for the southwest portion of Roseville, who frequent the Falcon Heights community park system, given its location directly across the street, and a way to address that neighborhood's needs rather than expending funds to acquire a small and inadequate space in Roseville for that area. However, Councilmember McGehee noted that Roseville residents had no way to access that building, and it may be nice to be able to do so to provide a meeting space for residents in southwest Roseville.

Chair Holt wanted to ensure that the tone of joint meetings of the Commission and City Council were not intended to be "us" against "you," and stated his intent to change that perspective, since the Commission saw itself as an extension of and working for the City Council, given the City Council's

limited time and busy agendas dissuading their ability to delve into major issues to any great depth. Chair Holt noted that the City Council tasked the Commission to research this, which they did at length, and as Councilmember McGehee stated, considered itself to be an essential service to the community and would like to be positioned as such and strongly valued throughout the community, and expressed the Commission's interest in promoting that going forward.

Commissioner Stoner stated that one of his concerns in the current system was about transparency. From his perspective, and using the community center as an example, Commissioner Stoner noted that the City Council had asked the Commission to survey the community for what they wanted, and they wanted many things, which had been reported back to the City Council; and based on the other financial needs of the City, the City Council said "No, it costs too much money." At that point, the Commission went back to the drawing board to streamline the proposal and determine what could be eliminated. However, then the taxpayer doesn't like spending money on a community center and tells the

City Council that, while the other side talks to the Commission with their desire to have a center. Under that scenario, Commissioner Stoner questioned where the transparency was in that process, opining that it would be better to have all those discussions contained in one place where both sides were engaged versus a back and forth dialogue. Also, Commissioner Stoner also noted the many issues covered on a City Council agenda that limited dialogue, in addition to half of the year being devoted to the annual budget and levy process, further eliminating timely discussions and creating more problems with transparency. Commissioner Stoner spoke in support of a "one stop shop," that allow all voices to be heard and identify a specific pool of money to be spend on Parks & Recreation programs and services, and the need to then pare things back with public comment on what was kept or what was out, which would serve to keep the community happy to know that everyone wouldn't get everything they wanted.

With additional comments regarding transparency, Chair Holt concurred that it was key, and the desire of the Commission was to make the process even more transparent to the public, and that transparency was a big issue that he felt a Park Board could address from that perspective versus the current Commission, allowing the public to see annually what was being appropriated to the Park Board. Chair Holt assured Councilmembers that their recommendation was not intended as a control issue, but simply to make things more transparent to the public, with the control obviously remaining at the City Council level, with the Park Board focused on maintaining that essential service that was valued by all.

Councilmember Laliberte stated that she didn't disagree with the transparency issue; but with previous engagement issues, she remained concerned that some decision-making would be made at the Park Board level with an empty room versus a more publicly perceived City Council meeting. Councilmember Laliberte advised that she needed to make that connection even though she wasn't confident all the engagement and communication components had been addressed sufficiently.

Specific to their research about a Park Board, Commissioner Doneen noted that they varied throughout the state, along with their duties which were established by the City Council, and asked that this be given consideration as well, if there were specific concerns or aspects that the City Council wanted to remain involved in. Commissioner Doneen noted that it wasn't a "one fits all" aspect for a Park Board, and the City Council could decide what was needed and which areas would be more of a focus of the Park Board or for the City Council.

Councilmember McGehee expressed appreciation of the Commission's work and expressed understanding of the transparency issue; reiterating her support for a referendum on this and ultimate disappointment that it was not done. Councilmember McGehee stated that she saw that as an important engagement tool to educate the public before they went to the polls, similar to the City Hall/Public Works Building referendum, with changes made to the original plan as part of that process, and openly discussed as part of the "People's City Hall." Councilmember McGehee expressed her strong support of that process, but was unsure how to fit that into the operation of a Park Board. From her perspective with large expenditures of public funds, Councilmember McGehee opined that it was critical to have a referendum to engage citizens and their opportunity to weigh in later.

Mayor Roe noted that a referendum was required and clearly outlined by state statute for bonding in some circumstances, and that was the determining factor, and referendums were not based on the amount of money proposed to be spent.

Specific to establishment of a Park Board, Mayor Roe opined that it could solve things; but consideration of a community center was a specific project and there were ways available to solve funding issues without a Park Board.

In conclusion, Mayor Roe suggested discussion continue at the next joint meeting, with the consensus of the City Council to schedule joint meetings quarterly.

Recess

Mayor Roe recessed the meeting at approximately 8:45 p.m. and reconvened at approximately 8:48 p.m.

c. Receive Community Survey Results

Communications Manager Garry Bowman provided summary results of the community survey conducted in April of 2014, and as detailed in the RCA dated June 9, 2014. Mr. Bowman noted that this was a scientific telephone survey of 400 Roseville residents, divided into four quadrants: north or south of Highway 36 and east or west of Snelling Avenue. Mr. Bowman noted that those delineations may have somewhat skewed results due to heavier residential and/or commercial areas. Mr. Bowman advised that the demographic and age mix of the survey closely matched the 2010 census.

Mr. Bowman presented the key survey takeaways, with the presentation Mr. Bowman advised that, if interested, the Morris Leatherman firm would be happy to do a complete review of the survey as an alternative "brown bag" lunch for staff, the City Council and interested members of the public; or at a future City Council meeting at the discretion of the City Council. Mr. Bowman advised that the firm would be providing an Executive Summary within the next few months that would further analyze results.

Willmus moved, Laliberte seconded, TABLING this discussion for a future City Council Work session.

Councilmember Willmus began to move to table this discussion to a future City Council work session.

At the request of Councilmember Willmus, Mr. Bowman advised that he was preparing a news release with attachments for Tuesday morning, June 10, 2014 for the City's website and other sources.

With interest expressed by Councilmember McGehee in pursuing the brown bag lunch version and the official presentation at a City Council meeting, City Manager Trudgeon clarified that their contract was for one or the other option, but not both.

Councilmember Laliberte expressed interest in having a presentation by Morris Leatherman, but also expressed her interest in the City Council reviewing the survey question by question as it set its priorities in order not to shortchange that process and justify the updated information now available.

McGehee moved, Willmus seconded to schedule a Work session designated for this item for the purpose of setting priorities; and have Morris Leatherman present at that meeting for in-depth consideration of any questions;.

As a point of information, Councilmember Willmus requested a specific date for the work session.

City Manager Trudgeon advised that, if the City Council wanted to remain on their regular schedule for the Work session versus a special meeting, the July 7, 2014 meeting's agenda was very light at this time, with the only business item scheduled being a joint meeting with the HRA. However, Mr. Trudgeon suggested that some flexibility remain for other topics that may need addressed and yet to come forward that that meeting, but to retain the survey as the main topic.

At the request of Councilmember Etten, Communications Manager Bowman confirmed that the Executive Summary would be available by then; and advised that he would contact both Mr. Morris and Mr. Leatherman to determine which if either would be available for the July 7th meeting.

By consensus, the motion was amended to include the specific date of July 7, 2014, for the proposed work session.

Roll Call

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

Nays: None.

11. Public Hearings

d. Public Hearing to Acknowledge the Expenditure of Tax-Exempt Funds for the University of Northwestern - St. Paul

Finance Director Chris Miller briefly summarized the requested action as detailed in the RCA dated June 9, 2014. Mr. Miller advised that representatives of the University of Northwestern-St. Paul were present tonight to discuss the projects and seek local City Council support to expend some of those proceeds in the community.

Councilmember McGehee reviewed the process for seeking a municipal stamp of approval and related administrative fee to allow the University to purchase bonds at a tax exempt rate.

Finance Director Miller advised that the purpose was to provide municipal approval for the University to proceed for the specified uses; however, he clarified that the City would not be collecting a fee as there was no cost to the City to do this, and a fee would only be received if the City were issuing and administering the bonds which in this case the City is not. Mr. Miller advised that the requested council action assures that the University has the authority to borrow money at a lower rate, similar to a municipal rate, to save dollars on their bond issue by having the same ability to secure that more advantageous financing to lower their debt costs, the same concept as with public bond issues.

Douglas Schroeder, Chief Financial Officer, University of Northwestern

Mr. Schroeder briefly stated that the University currently had three tax exempt bond issues. In the process of securing financing for more bond projects, and with significant law changes anticipated in 2016 and 2017 (Dodd Frank laws) and significant refinancing costs forced on current letters of credit backing up those bonds, Mr. Schroeder stated that with the costs in financing this bond issue, it was thought to be in the best interest for the University to recombine and put the bonds in a different package. Mr. Schroeder advised that they anticipated \$6 million in new financing for the current projects, including acquisition of the current County Inn and Suites and conversion of that facility into student housing, but refinancing their entire \$25 million portfolio.

As stated by Mr. Miller, Mr. Schroeder advised that tax exempt bonding is available to the University as a non-profit, and if they were not required to pay higher interest rates, they wouldn't need to raise tuition. Since the University, like most colleges, is facing declining enrollment, with staff and employee compensation adjustments only given twice over the last five years, Mr. Schroeder opined that the University thought this step allowed them to remain competitive and be good stewards.

Mayor Roe opened the Public Hearing at approximately 8:10 p.m. for the purpose of acknowledging the expenditure of tax-exempt funds for the University of Northwestern - St. Paul.

Public Comment

Tim Callaghan, 3062 Shorewood Lane

Mr. Callaghan questioned why the City would agree to the continuing degradation of his neighborhood by allowing the proposed funding, when it had significant impacts on his property value. Mr. Callaghan opined that he would not be able to hold an open house in anticipation of selling his home if there was a game going on at the University due to noise levels. Mr. Callaghan opined that he could see no public purpose in this whole thing, and therefore, why do it; and further opined that the City needed to protect where it stood on public bonds and financing for the government to do its work, with this proposal removing \$26 million from the government.

Since he has found no recourse regarding this negative impact on his house, Mr. Callaghan stated that he may have to seek legal remedies; opining that Northwestern had been a bad neighbor for twenty-five years, and even though he continued to bring complaints forward, nothing was ever done about it. Mr. Callaghan stated that the University was not someone he considered a good neighbor, and he didn't want them as one. Mr. Callaghan spoke in further opposition to taking the County Inn off the tax rolls, even though when that facility was built with Tax Increment Financing District 13 financing, they promised it would remain on the tax rolls for thirty years after the TIF bonds were paid off, and even though they were not yet paid off, they were making this request. Mr. Callaghan opined that he found the University not to be a trustful place, with too many promises made over the years that they hadn't kept.

Kirby Stahl, Roseville resident

Mr. Stahl expressed his appreciation for the City Council's consideration of this request, and asked for their support. Mr. Stahl stated that Northwestern had been a constant thread in his life and one of the reasons he'd relocated to Roseville in 1991, and as a Northwestern graduate in 1995, had seen the training and education he'd received at Northwestern launch his career in the Twin Cities, 12 of which had been as an employee at Northwestern. Mr. Stahl opined that the college and radio station make a concerted effort to engage students in the Roseville community and the community in college

activities and events, as well as making significant efforts to give back. Mr. Stahl noted the number of students and alumni involved in those efforts, including athletic venues available for community use throughout the year, and a major draw for students and alumni to draw to area motels and restaurants. Mr. Stahl noted that the college believed in partnering with the community; and opined that the growth of the college will benefit not only in monetary ways, but through their "service first" mentality.

Gerry Philby, 3010 Fairview Avenue

Specific to the noise complaints, as a thirty-seven year resident in close proximity to the campus, Mr. Philby noted his observation of the University's response and reduction in that noise over the years. Specific to the tax-exempt status, and location of the current County Inn & Suites, Mr. Philby stated that other decisions could have been made in the past that would have removed that from the tax rolls earlier; and further noted that Pippins Restaurant would remain in place as a taxable entity providing a tax base for the City and adding value to the City. Mr. Philby reviewed other improvements and renovations over the years that the University had initiated that cleaned up areas of the community and advantages provided overall. Mr. Philby opined that he saw this as an advantage for the City and highly recommended their support of the request.

Steve Gjerdingen, 2211 N Albert Street

As an employee of Northwestern for the last seven years, Mr. Gjerdingen opined that this current investment by the University was a wise idea to enhance the community of Roseville and increase good activities in the area, allowing for increased interaction between students and the community in this area of Roseville. Mr. Gjerdingen opined that improved upkeep of the Country Inn property (e.g. plowing) and walkability of this area would benefit everyone through partnering with the University, bringing a net gain into this equation. Mr. Gjerdingen also noted that additional tax based through the motel's move across Snelling, replacing a vacant restaurant that had hurt property values, and provided a good exchange for all parties.

Mayor Roe closed the Public Hearing at approximately 8:23 p.m.,

Laliberte moved, Etten seconded, adoption of Resolution No. 11153 (Attachment A) entitled, "Resolution of the City Council of the City of Roseville, Minnesota, Approving the Issuance of Public Finance Authority Revenue Bonds in a Maximum Aggregate Principal Amount of \$26,000,000 for the Purposes of Financing and Refinancing the Costs of Acquisition, Construction, Improvement, Renovation and Equipping of Certain Educational Facilities of the University of Northwestern - St. Paul and other Matters Relating Thereto."

At the request of Councilmember McGehee, Mr. Schroeder reviewed the refinancing, to be issued in Wisconsin and owned by a bank with the lower interest, tax-exempt bonds more favorable for the bank's ownership, and those lowered costs passed onto Northwestern, due to their non-profit status.

Councilmember McGehee spoke in opposition to the motion, not because of the University, but as a general principle and personal policy to support public and government entity use of tax-exempt bond status as originally designed.

Mayor Roe spoke in support of the motion, opining that this followed an example of funding over the years with the City of Roseville issuing bonds on behalf of entities for tax-exempt housing projects in Roseville, as a pass-through. Mayor Roe noted that this in no way impacted the City's ability as issuing agency to bond for its own purposes, and the statement that it took away from the public entity was not accurate. Mayor Roe opined that it made sense to spend the money and assist in obtaining a lower interest rate to take advantage of this funding mechanism, and further opined that to oppose it didn't make sense.

Roll Call

Ayes: Willmus; Laliberte; Etten; and Roe.

Nays: None.

Abstentions: McGehee

Motion carried.

12. Budget Items

13. Business Items (Action Items)

a. Consider University of Northwestern Land Use TEXT AMENDMENTS to City Code

City Planner Thomas Paschke briefly summarized this joint text amendment request of the University of Northwestern and the City of Roseville Community Development Department, as detailed in the RCA dated June 9, 2014. Mr. Paschke clarified that approval of the request would address four related actions:

- 1) Change the definition from "dormitory" to "student housing;"
- 2) Determine how and where student housing is allowed as a permitted or conditioned use in Community Business and Regional Business Districts;
- 3) Identify the standards or requirements pertaining to re-use of a building or new construction in those districts; and
- 4) Support proposed changes to existing housing types in Neighborhood Business and Community Mixed Use Districts.

Councilmember Willmus discussed parking requirements (Section 1010.12.E) for student housing and how they differed for hotel parking requirements as to the number of stalls; the lodging threshold being used compared to student housing thresholds; how to address overflow parking in the neighborhood as a result of this student housing; and whether Northwestern had an overall parking plan to address those issues.

Mr. Paschke responded that residential parking for multi-family building parking was determined by the number of bedrooms and visitor stalls calculated on the number of units; and for lodging uses, the code talks about the number of overall rooms or units and the number of customers and/or employees.

City Manager Trudgeon advised that the site had 126 existing stalls, and through written agreement with Pippins, 80 were for hotel use, or one stall per room, and 44 stalls reserved for the restaurant; with the student housing (lodging) use requiring 86 spaces and 37 for the restaurant for a total of 123 stalls. Since they now have 126, with a multi-family standard for 79 units for 99 spaces for housing and 37 for the restaurant for a total of 136 stalls overall, Mr. Trudgeon noted they would be 10 stalls short of using a multi-family calculation or creating a new standard. However, Mr. Trudgeon stated that he thought Northwestern had plans to limit parking on the site.

Mayor Roe noted the need to address this within current parking standards, and if deemed necessary a future direction could be given to staff to pursue future considerations on parking calculations.

In Section 12010.12.E.b, Councilmember McGehee noted the Sienna Green housing that provided for no sprinkler system or ADA requirements, and stated that she did not want to support any re-use that would not require meeting those requirements.

Councilmember Etten noted that, permitted use versus not permitted or conditional, it made sense to make it a conditional use, given the lower impact to the neighborhood in this location. However, if the same situation were being considered on the east side of Snelling Avenue, with a higher impact to residential properties, Councilmember Etten opined that it may be preferred and influence the City Council decision to determine that impact through a conditional use versus permitted use.

At the request of Mayor Roe, Mr. Trudgeon clarified that the apartments on the east side of Snelling Avenue used for student housing were classified as multi-family at this time since there is no current category of "student housing." Mayor Roe noted that student housing standards would then apply to new uses, with pre-existing uses legal, non-conforming at that time, and not under conditional use status either, with that change being prospective.

Councilmember Etten opined that it would influence conditional uses in the future if more proposals came forward.

Councilmember McGehee expressed her agreement with Councilmember Etten, opining that conditional use versus permitted use was preferred.

City Manager Trudgeon clarified that the requested action is that a Conditional Use would be required for a student housing use, no matter what district in which it was located. Mr. Trudgeon suggested another option to create a distinction of "C/P" in the Table of Uses, for a conditional use adjacent to LDR or MDR zoning, but a permitted use when adjacent to commercial zoning.

Councilmember McGehee spoke in support of conditional use across the board to address sprinklers and handicapped accessibility.

Councilmember Laliberte expressed interest in hearing from Northwestern on parking, opining that student housing was becoming so limited on campus that students were spilling over onto city streets, causing more issues in neighborhoods than this may actually relieve.

Mayor Roe asked to focus on the conditional use aspect first, then parking.

Councilmember Willmus expressed interest in pursuing the conditional use across all districts, which he would be open to at this time.

At the request of Mayor Roe, Councilmembers McGehee, Willmus and Etten spoke in support of "conditional use" across the board versus permitted uses in some instances and conditional uses in others.

While not feeling strongly about it, Councilmember Laliberte expressed her understanding for the thought process of the Council majority.

Therefore, Mayor Roe advised that there appeared to be majority preference for "Conditional Use" status for all zoning districts.

Councilmember Willmus opined that this provided the City Council an opportunity to weigh in as proposals come up versus administrative issuing of a permit, which he found attractive.

At the request of Councilmember Willmus, Mr. Paschke advised that the Country Inn had ramps to get into the building and elevators, so he presumed it was ADA compliant; however, through the building permit process, a certain percentage of upgrades would be needed to make the rooms compliant per those building code, but he was unsure about the sprinkler status.

Regarding concerns with this use and its location, Mr. Paschke advised that the City Council could create conditions as part of this process versus general conditions, which would create a basic process needing approval; but would create special and distinct conditions to review that use against all districts to make the process more meaningful for the Planning Commission and City Council.

Mayor Roe noted that creation of such conditions may not be feasible tonight, but creating a base set of conditions in the future to apply to all potential uses may be beneficial for future reference.

On Table 1005-1 under Civic/Institutional Uses, Councilmember Laliberte questioned the NP status for two CMU Districts that were not related to student housing, and staff's rationale for that recommendation.

Mr. Paschke responded that the only CMU District at this time was in the Twin Lakes Redevelopment Area, and the intent was to reserve that for tax-paying entities, since non-profits would not be paying into TIF or redevelopment funds, which were difficult to come by.

Councilmember Laliberte noted previous discussions for secondary schools that are for-profit that could be suitable to relocate in Twin Lakes. Councilmember Laliberte advised that she was not prepared to make changes in Civic/Institution uses while those discussions about CMU in Twin Lakes were still active, and would prefer to stick with student housing only at this time.

Mayor Roe confirmed that a distinction had been made, as well as adding office-based uses, similar to the previous Northwestern proposal for re-use of the former Edina Realty building for such a use.

On a related note, Mayor Roe questioned why to permit campus use in a Regional Business District as a commercial business versus rezoning to Institutional, at which time a decision could be addressed for non- versus for-profit uses. Mayor Roe suggested delaying changes to Civic and Institutional uses on Table 1005-1.

Roe suggested tabling any changes to Table 1005-1 in the "Residential-Family Living" use category. Mayor Roe stated that, to a certain degree, he needed to understand staff's rationale better, and why they didn't recommend changing it to conditional for attached single-family or multi-family in those areas, with others changed from permitted to not permitted.

Mr. Paschke advised that most smaller corner nodes are Neighborhood Business designation for small or medium parcels, with the rationale that some smaller projects or uses (e.g. row homes or town homes) may be suitable for those areas. If the designation was CU, it allowed a determination on whether or not they were appropriate. As it relates to changing more apartments uses to permitted

in commercial districts, Mr. Paschke advised that staff saw no difference in that than in mixed use development, allowing housing as a part of the redevelopment with commercial uses on the lower level and rentals above, which was a goal of the Comprehensive Plan.

Mayor Roe suggested that part of the discussion be deferred as well, since it was unrelated to tonight's discussion; with consensus of the body to delay consideration of changes to the Multi-family use category at this time.

At the request of Councilmember Laliberte, Mayor Roe clarified that, in determining conditional or permitted uses, he considered the adjacent use: if single-family, to look at conditional use, and if in a commercial area not having the same level of concern, he could support permitted use status; however, he advised that he didn't have a strong point of view on the matter, and would consider conditional use across the board.

At the request of Councilmember Etten related to student housing standards (line 140, c), Mr. Paschke duly noted the maximum height of 45' in this section, while the remainder of code says 40 feet for review and consistency throughout code.

At the request of Mayor Roe, Mr. Schroeder responded to related questions:

Number of students per unit and overall

Mr. Schroeder advised that they anticipate 190 students overall, approximately two per room, with more students in suites, probably 3-4 students; but mostly two students for each standard hotel room.

Sprinkler/ADA compliance

Mr. Schroeder advised that the County Inn & Suites building was fully sprinklered and handicapped accessible.

Parking

In leadership meetings at the University, Mr. Schroeder noted that parking was always an issue for a campus community. Mr. Schroeder advised that the University subscribes to a mixed housing approach, with students interspersed together, not one separate dorm for freshmen and another for seniors, but together to create better synergy and a process for their interaction of students, which would also be the plan for this student housing facility.

Mr. Schroeder noted that freshmen were not allowed to have cars on campus, which would leave 140 out of the projected 190 students in the building eligible to bring their car and register it; a ratio of approximately 80% which had proven itself consistently. Following that logic for the potential of 110-120 vehicles requesting a parking permit, with only 80 spaces available, Mr. Schroeder recognized the need for an additional 30-40 vehicles to be accommodated off-site. As a way to control parking,

Mr. Schroeder advised that parking permits were color coded and specific to a lot and designation; with tickets issued by their own public safety organization, defining when and how students parked. Mr. Schroeder advised that resident students were not allowed to bring their cars on campus during the day as it interfered with parking for commuter students. Mr. Schroeder advised that the intent was to provide overflow parking at their Northwestern Office Center (former Edina Realty building) as their lot had approximately 100 spaces, and there were only 26 employees now using that facility, leaving 70 spots available, well within the University's ability to designate parking within ½ block of the Country Inn building.

Being sensitive to parking opportunities, Mr. Schroeder advised that the University was in the process of acquiring another lot on the east side of Snelling Avenue adjacent to the apartment building to accommodate another twenty vehicles, and further control traffic flow during the day by continuing use of its shuttle bus service that made rounds from the main campus to the Northwestern Office Center, and would serve the Country Inn site and apartment buildings as well. Mr. Schroeder advised that the shuttle ran from 7:00 a.m. to 11:00 p.m. on a regular schedule, and from 11:00 p.m. to 1:00 a.m. on call, with service also available to serve students.

Mr. Schroeder advised that the University had also observed student parking spilling onto City streets, which was an ongoing dilemma. However, Mr. Schroeder noted that students could park on public streets as much as other vehicles, and could do so without paying a fee to do so, which they

found attractive. Unless and until the City implemented a "No Parking" ban on City streets, Mr. Schroeder noted that they were unable to enforce students to further address the goals and objectives of the University and City.

At the request of Councilmember McGehee, Mr. Schroeder confirmed that the Northwestern Office Center was used for nursing classes, which had approximately 30 students, with some resident and some commuter students, but still leaving sufficient space for additional parking availability.

Jay Lindgren, Land Use Attorney for Northwestern

Specific to conditional versus permitted use consideration, Mr. Lindgren asked to speak to that issue. Mr. Lindgren expressed his and the University's appreciation of the great working relationship with staff over a number of months, and City Planner Paschke's willingness to pursue this joint proposal to address housing across the City. Obviously, Mr. Lindgren observed, on behalf of Northwestern, they would request that student housing be listed as a permitted use in the Community Business (CB) zone to accommodate this facility. Mr. Lindgren opined that the CB was distinct from the others being considered and adjacency concerns to residential areas, which was not the case with this piece of property. Also, from practical considerations and while not adverse to conditions applying to approval, Mr. Lindgren noted that there was a timing concern with this request; and while understanding the City's processes, if they felt favorably to student housing in this area, asked that they approve this request accordingly in order to allow the University to close on the property, and move on with the renovation process to allow those rooms to be available for this fall's school term. If the Council wished to have more conversation on conditional uses, Mr. Lindgren respectfully asked that those conditions be determined tonight, but if parking was a primary use, to him it seemed that CB created a reasonable conclusion for allowing it as a permitted use.

At the request of Councilmember Laliberte, Mr. Schroeder addressed vehicle needs of students in commuting between campus and their housing versus for jobs and/or internships. Mr. Schroeder advised that Northwestern was very much interested in the possible extension of Bus Rapid Transit to the campus to transport students; however, at this time it was difficult to accommodate student schedules with current routes and frequency of service; as well as creating additional cost for the University to shuttle students accordingly.

Public Comment

Tim Callaghan, 3062 Shorewood Lane

Mr. Callaghan expressed his views on student parking on streets and spoke in support of fees for student parking permits, opining that while not being against rules, a significant parking problem was being generated. Mr. Callaghan opined that a lot of students parked on Lydia during the winter and were not concerned with moving cars for snow emergencies or plowing.

Mr. Callaghan asked if a traffic study had been done to determine impacts of additional cars in an already congested area; and opined that the campus PUD needed review and any expansion address congested traffic on Lydia and Snelling Avenues.

Sam Leiba, Rose Vista Court

As a former student and alumnus of Northwestern, Mr. Leiba advised that parking permit fees were charged, and typically paid as part of financial aid costs for students. Mr. Leiba opined that students were not attempting to dodge fees to park on streets, as they much preferred a parking lot to being ticketed by the very aggressively observant Roseville Police Department and their diligence in ticketing. Mr. Leiba further opined that parking issues on Lydia were not connected to Northwestern, and whatever vehicles were parking there over the winter months, were not student vehicles, with students either walking or using the shuttle bus, or skateboarding or other ways to get to class.

Steve Gjerdingen

Mr. Gjerdingen noted the number of Northwestern buildings already around campus where classes were held, which were walked to by students and staff (e.g. Mel Johnson building where communications classes were held), and others already mentioned. Mr. Gjerdingen advised that he would like to see more of that in the future, but also noted that the first house on Lydia Avenue was a community house and may be partially to blame for parking issues rather than Northwestern. Mr. Gjerdingen opined that he saw no parking problem with Northwestern, with ample parking available based on current codes.

Tim Callaghan - rebut incorrect statements

Mr. Callaghan rebutted statements by other speakers, opining that parking on Lydia may be Eagle Crest employees or visitors, but once school is out of session, parking problems on Lydia Avenue cease. Mr. Callaghan suggested running license plates to determine who was parking there.

Discussion

Noting previous discussions and areas already ruled out on the Table of Uses, Councilmember Etten suggested some standards for conditions, including ADA Compliance and Fire Code Safety and Parking Standards, suggesting a rate of 7 or 7.5 spaces per bed as a reasonable place to start.

Councilmember McGehee concurred, but noted the need to facilitate parking for visitors to students; noting the extreme difficulty in finding parking for family members or visitors in lots at the buildings on the east side of Snelling Avenue. If any further spillage happened in those areas, Councilmember McGehee noted that it would be traumatic; and as an example noted that it was projected that the Sienna Green project would have sufficient parking, but now there was a continual problem with parking along the frontage road. Councilmember McGehee suggested a parking ramp may be needed to accommodate students in the near future, but a realistic number of spaces was called for now.

Councilmember Etten concurred, but offered his suggested number as reasonable and higher than projected numbers.

Discussion ensued regarding back-up parking options if needed; potential signage at Eagle Crest to avoid student parking in those lots; and the specific request at the Planning Commission level to retain parking standards for elementary and middle school uses as well.

Mr. Paschke requested asked City Attorney Bartholdi for an opinion on whether the City Council could condition ADA compliance and/or sprinkler systems as a land use condition, since this was covered in the building code area as part of the project review process; and whether such conditioning would be problematic when the building code spoke to them much differently and whether it would create a conflict.

Community Development Director Paul Bilotta made several suggestions rather than attempting to write conditions at the table. Given a number of other potential uses, Mr. Bilotta suggested language for a conditional use process such as **"the applicant has demonstrated that parking is adequate for its intended use."** Mr. Bilotta noted that this allowed Northwestern the opportunity to provide other strategies, and if overflow is not a problem it could be addressed, but in general the same parameters and standards would apply in different situations (e.g. military school). Mr. Bilotta suggested similar language on the building site, such as **"the applicant has demonstrated that the site and existing structure are adequate for its intended use."**

Councilmember Etten spoke in support of that suggested language.

Mayor Roe expressed concern about requiring the CU process for this particular application due to timing issues; and questioned how that would work.

Mr. Paschke noted that the staff report alluded to or analyzed this use related to the existing use as a hotel, which was similar but one had more traffic with people staying in units; with student housing less impactful than a multi-family residential, with this use falling in the middle of lodging and multi-family uses. With student housing, in this area mostly in business zoning, Mr. Paschke opined that it would not be impactful to residential uses typical of using a CU process; and from a planning/zoning side, he was not sure if was appropriate or not to so condition it, even though that would be at the City Council's discretion.

If the City Council chose to approve an ordinance creating a CU process for this project, Mr. Paschke estimated that it could be a two month process before it returned to the City Council for approval, depending on the processing for Planning Commission review and recommendation, but a minimum of sixty days from today.

Councilmember Laliberte questioned why not to go "permitted use" in CB with Mr. Bilotta's suggested standards in place of conditions.

Mr. Paschke advised that this could be done, either criteria or conditions, which would be his recommendation.

Mr. Bilotta stated that the problem with conditions for a permitted use is that it pushed the decision to staff to determine their adequacy; and may not have consensus. Also, Mr. Bilotta noted that if the City Council did not agree with staff's recommendation and due to the timing issue if these two conditions were not applicable, it could be left as a permitted use and in August or September the final conditions could be applied before final approval.

Regarding permitted use versus CU, Councilmember Willmus advised that he was seeking the most protection in LDR-1 or LDR-2 zones; and would not have an issue looking at this as a permitted use in the CB zone, with some of the standards previously laid out by staff and looking at incorporating the parking standard. If that were the case, Councilmember Willmus advised that he would support moving forward on that basis.

At the request of Mayor Roe, Mr. Paschke provided staff's perspective on the parking condition of 7 or 7.5 proposed by Councilmember Etten; but without further research offered no comment, since the code built into it shared parking agreements off-site and he would need to review general language in order not to bind the City to something. Mr. Paschke suggested it may be more appropriate to provide flexibility for staff to negotiate and find a useful solution and solid agreements, once that information is available; with Council support of the project if the applicant met or assigned spots in other buildings to support the condition, which would not be much different than negotiating with other developments. Mr. Paschke clarified that code already supported shared parking.

Since Northwestern already operated under two PUD's, Councilmember McGehee questioned why the PUD wasn't simply amended to address this expansion and put conditions on that expansion.

Mayor Roe advised that such a process would take another two months or more.

Related to the PUD, Mr. Paschke was not sure if that was an option, and deferred to the City Attorney. Specific to conditions, Mr. Paschke sought clarification on those intended to be crafted this evening to include in approval.

While the 7.5 fit this situation, Councilmember Laliberte questioned if it fit other situations going forward; and expressed her preference for language allowing specificity for each project.

To that point, Mayor Roe noted that as far as design standards and adequate parking, it was a permit requirement anyway, to which Mr. Paschke concurred. Mayor Roe questioned if the desire was to be so specific by adding additional requirements, since the building permit process drove those issues and nothing was needed in addition to that process.

Councilmember Laliberte concurred with Mayor Roe's observation, and while it was beneficial to address these things, if they were already addressed in other areas or standards in code, there was no reason to add another layer in.

Councilmember McGehee opined that they were not addressed in other areas (e.g. ADA and sprinklers) and that she was not talking about this for any purpose other than this CU currently before the Council.

Mayor Roe noted that this particular use had already demonstrated the status for ADA and sprinklers, and therefore, didn't need to be part of this consideration tonight.

If just specific to this tonight, Councilmember McGehee asked the City Attorney to respond to the question of Mr. Paschke and her.

City Attorney Bartholdi stated that the City had a contract with the PUD, and it could be amended and have conditions added; however, he noted that the City no longer had a PUD district anymore, and the current PUD could be amended as long as it was mutually agreed upon by both parties. Specific to including sprinklers and ADA compliance as a condition when it is addressed under the building code, that would depend on whether the building code applied to re-used buildings or only to new construction, which may need to be clarified.

Mayor Roe noted that if a building wasn't already compliant, it may be tied to use, not new construction; and in this instance, the building was already compliant, so any amendment should be a consideration for future discussion.

Councilmember McGehee opined that it would be easy to craft a simple agreement between the City and Northwestern to amend the PUD for this use; and stated that she was prepared to say parking was adequate and since the building had elevators and sprinklers, it would be a simple solution to amend the existing PUD in that manner and get an agreement by both parties.

Etten moved, Willmus seconded, enactment of Ordinance No. 1469 (Attachment B) entitled, "An Ordinance Amending Selected Text of Title 10, Zoning Ordinance of the Roseville City Code;" ***excluding the Residential/Family Living Uses and Civic/Institutional Uses and referenced; and correcting height references in Section 4.12.a from 45' to 40' (Line 30).***

Councilmember Etten opined that he would like to take staff's suggestion to move forward in leaving this as a permitted use to allow Northwestern to move forward; with staff to return in the future with a discussion and recommendations to address additional concerns and issues raised in tonight's discussion.

Roll Call

Ayes: Willmus; Laliberte; Etten; and Roe.

Nays: None.

Abstentions: McGehee

Motion carried.

Laliberte moved, Etten seconded, enactment of ORDINANCE SUMMARY NO. 1469 (Attachment C) entitled, "An Ordinance Amending Section 1001, Definitions and Table 1005-1 of Title 10, Zoning Ordinance of the Roseville City Code."

Roll Call (Super Majority)

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

Nays: None.

b. Consider University of Northwestern Agreements

City Manager Patrick Trudgeon briefly reviewed his recommendation for the City to enter into a PILOT Agreement and Charitable Pledge Agreement with the University of Northwestern-St. Paul, as detailed in the RCA dated June 9, 2014. Mr. Trudgeon expressed appreciation to Northwestern staff for their voluntary willingness to these agreements; opining that it initiated a framework for the City to start a new relationship with Northwestern.

Public Comment

Tim Callaghan

In this case, Mr. Callaghan advised that he didn't have a big objection, but questioned rationale in not applying the funds toward the TIF District to help pay it off versus the proposed use for economic development efforts.

City Manager Trudgeon responded that the TIF District was set to expire in 2018, and all obligations of the District had already been met with no bonds remaining to be paid off, with the District proposed for decertification sooner than later; and the TIF District involved an area larger than that of the hotel location.

Mr. Callaghan opined that as long as the District was set to go away that was good, and it would be nice to see more of them go away.

With concurrence by staff, Mayor Roe noted that approximately \$400,000 was projected to come back to the City upon decertification of this TIF District.

McGehee moved, Willmus seconded, authorizing the Mayor and City Manager to enter into a Payment in Lieu of Taxes (PILOT) Agreement (DRAFT Attachment A) and Charitable Pledge Agreement (DRAFT Attachment B) with the University of Northwestern - St. Paul.

Roll Call

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

Nays: None.

Recess

Mayor Roe recessed the meeting at approximately 9:48 p.m. and reconvened at approximately 9:54 p.m.

c. Community Development Department Request to Perform an Abatement for Unresolved Violations of City Code at 311 County Road B

As previously noted, this item was resolved prior to the meeting.

d. Presumptive Penalty Approval - Smashburger Restaurant Alcohol Compliance Failure

Roseville Police Lt. Lorne Rosand provided a history of this first semi-annual round of compliance checks with two failures of the sixty license-holders visited on May 1, 2014. Detail of the failure was provided in the RCA dated June 9, 2014 and supplemental documents.

Lt. Rosand noted that this was the second compliance failure of Smashburger in the last thirty-six months, with the previous failure on September 13, 2011. Lt. Rosand also sought City Council discussion and direction on the violation by the license holder related to training requirements, providing sufficient ground for denial or non-renewal of 2015 licenses.

Motion

Laliberte moved, Willmus seconded, continuing the meeting past the 10:00 p.m. curfew to complete the agenda.

Roll Call

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

Nays: None.

Smashburger MN Attorney Kate Becker

Ms. Becker, and two representatives of Smashburger, the District Manager and Local General Manager, were present. Ms. Becker noted that Smashburger took this compliance failure seriously and was very regretful of the violation, having captured the attention of local and corporate office manage in Colorado.

Ms. Becker reviewed actions of the firm since the violation, including City training, beyond their previous utilization of the ARM program through the University of MN, whose records were kept on line and not accessible after repeated attempts to provide written proof of that training to the Police Department. Ms. Becker advised that within one week of the violation, all employees had completed the Roseville training, and provided proof to the City of that training.

Ms. Becker further advised that the employee had been terminated and a new policy implemented that a purchaser not only had to provide identification, but the manager on site had to be called in to verify their age.

Regarding the presumptive penalties proposed, Ms. Becker respectfully asked that, in light of the steps taken by Smashburger subsequent to the violation, the City Council consider reducing the fine or eliminating some days of the suspension from five to two or three days.

Having revamped penalties for liquor violations a number of years ago, Councilmember Willmus noted that a significant discussion had been held at that time regarding suspensions and the timeframe for multiple violations within that timeframe, including a dollar amount and length of suspension. While appreciating the efforts made by Smashburger going forward, Councilmember Willmus advised that he was not inclined to deviate from that policy.

Willmus moved, Laliberte seconded, allowing the Roseville Police Department to issue and administer the presumptive penalty as set forth in Section 302.15 of Roseville City Code; for alcohol compliance failure at Smashburger Restaurant, 2100 Snelling Avenue N, on May 1, 2014; with a penalty of \$2,000 and a five day liquor license suspension.

Roll Call

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

Nays: None.

Specific to the training requirement violation, Mayor Roe reviewed potential ramifications related to denial or non-renewal of a license and additional optional penalties for suspension up to 60 days and/or fine up to \$2000; and asked the City Council to address that particular issue.

Councilmember Laliberte questioned why the U of MN could not verify server training; and suggested the program needed revised if that was the case.

Ms. Becker responded that Smashburger was continuing to try to obtain the information, but log-ins for each employee were tied to that verification, and since employees had not recorded those passwords, management was still attempting to get access and would continue to do so.

Councilmember Laliberte questioned why the information as not recorded in Smashburger's individual employee files for verification as well.

Ms. Becker responded that the training was done in the summer of 2013 and since that time the franchise was under new management, and records were found to not be filed or recorded appropriately. Ms. Becker advised that now verification is filed for each alcohol server and available at each restaurant.

Mayor Roe thanked representatives for their information and attempt to obtain information for evidence, which he advised would certainly be a mitigating factor when consideration was given for renewal of the license this fall; and hoped that the information be available at that time.

In reviewing the November 14, 2011 City Council meeting minutes, Councilmember Willmus noted that there were issues with training at that time as well; and while also not willing to take action tonight on this training violation, he expressed hope that the applicant would amend future training to comply.

Mayor Roe concurred, and suggested better record keeping efforts be pursued as well.

Ms. Becker assured the City Council that Smashburger would continue its efforts.

e. Presumptive Penalty Approval - Romano's Macaroni Grill Restaurant Alcohol Compliance Failure

Roseville Police Lt. Lorne Rosand summarized this compliance failure, similar to that of the previous licensee, and as detailed in the RCA dated June 9, 2014. Lt. Rosand noted that this was a first-time violation for this licensee. In reviewing training records, Lt. Rosand noted that 21 of the 34 employees, or 62% had completed training, while other training was incomplete or done after this compliance failure.

Romano's Macaroni Grill General Manager Tony Carbone

Mr. Carbone apologized for this violation, expressing his embarrassment and the ramifications in losing a ten-year member of their team due to these events. Mr. Carbone assured the City Council and Roseville Police Department that they took this very seriously, and it brought to light the need for training moving forward and lessons to not become complacent and make sure documentation of training was thorough and complete. Mr. Carbone expressed appreciation to Lt. Rosand for his guidance throughout this situation; and respectfully asked that the store not be charged with a one day suspension, but was willing to accept the punishment deemed appropriate.

Willmus moved, Etten seconded, allowing the Roseville Police Department to issue and administer the presumptive penalty as set forth in Section 302.15 of Roseville City Code; for alcohol compliance failure at Romano's Macaroni Grill Restaurant, 1595 W Highway 36, on May 1, 2014; with a penalty of \$1,000 and a one day liquor license suspension.

Roll Call

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

Nays: None.

Councilmember McGehee suggested that servers concentrate on the red mark "Under 21" listed on applicable driver's licenses rather than the actual birth date in the future.

As with the previous violation, Councilmember Willmus advised he would not recommend further penalty related to the training violation, but it would be a consideration at the time of renewal.

Councilmember Willmus requested that Lt. Rosand, when the violation is the second or more, copies of the minutes of those previous Council meetings be included in the RCA as background information; duly noted by Lt. Rosand.

f. Consider Support for Sherman and Associates, Inc. Redevelopment of 2785 Fairview Avenue, and Finance Options

Community Development Director Paul Bilotta and Acting RHRA Executive Director Jeanne Kelsey were present. Mr. Bilotta briefly reviewed this first step in the financing need process, as detailed in the RCA dated June 9, 2014. Following his summary, Mr. Bilotta noted two actions were requested for approval, or other options as noted.

Andrew Hughes, Twin Lakes Project Manager for Sherman and Associates

Mr. Hughes briefly presented the proposed project and financing needs at this time.

At the request of Councilmember Willmus, Mr. Hughes confirmed that the parcel was intended to be replatted, with the two multi-family buildings on the same plat eventually, but each separately financed.

At the request of Councilmember Willmus, Mr. Hughes advised that Sherman and Associates had no intention of selling any of these components of their portfolio in the future, as their business model continued that they remained long-term owners and operators of the facilities they built.

At the request of Councilmember Etten, Mr. Hughes clarified that anticipated funding from Metropolitan Council to construct Twin Lakes Parkway was already committed as part of the financing package, with the project attempting to leverage as much funding from that source as possible, but not available to further reduce the funding gap as it was already assumed as part of the projected financing needs.

At the request of Councilmember Etten, Ms. Kelsey responded that this project is structured so none of the parcels can be split off or not developed due to requirements of TIF housing districts and the allotment for affordability housing which would be met by one of the buildings, but would not meet the legal requirements if broken off.

At the request of Councilmember Willmus, Ms. Kelsey advised that the current Ramsey County market value was \$1.6 million for the land, and a value of \$1,000 for the existing building.

McGehee moved, Etten seconded, adoption of Resolution No. 11155 (Attachment G) entitled, "Resolution Identifying the Need for Livable Communities Demonstration Account Funding and Authorizing an Application for Grant Funds to Assist with the Redevelopment of 2785 Fairview Avenue;" AND adoption of Resolution No. 11154 (Attachment H) entitled, "Resolution Expressing Intent to Create and Administer a Housing Tax Increment Finance District and Consider the Waiving of Sewer Access Charges for the Redevelopment of 2785 Fairview Avenue."

At the request of Councilmember Willmus, Ms. Kelsey advised that the total SAC funds available were approximately \$1.2 million.

Roll Call

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

Nays: None.

Mayor Roe wished Mr. Hughes good luck with the next steps in the process.

14. Business Items - Presentations/Discussions

a. Consider Park Building Network Connectivity with Electronic Door Access Control, Video Security and Public Wireless Internet

As previously requested by the City Council, Director of Parks & Recreation Lonnie Brokke briefly summarized requirements for network connectivity with electronic door access controls, video security features, and availability of public wireless Internet for newly-constructed buildings and/or existing buildings, as detailed in the RDA dated June 9, 2014 (page 4). Mr. Brokke noted that the 2014 CIP budget included video security for the park system, and those funds were proposed for use moving forward at the discretion of the City Council.

Information Technology Network Manager Terre Heiser was also present to review and clarify the technical issues for these amenities, and considerations for updating some existing controls at City Hall and the Skating Center as another component to consider, and similar to the managed access available for the new fire station.

Mr. Heiser reviewed some of the challenges in accessing facilities, various modules for door access, and distinctions between DSL Internet, Wireless 4G Broadband, or Comcast High Speed Data using a cable modem and costs for each option based on the location of the parks, structures, and cable or fiber optic networks. Mr. Heiser advised that Verizon was used for Police Squad cars, as it provided the best performance to-date in and around Roseville.

Mr. Heiser further reviewed staff familiarity of video security systems and door access management; and problems with "City Guest" for open WIFI in parks as it related to coverage and other management concerns. While the City currently uses "City Guest" wireless service for Roseville buildings and eighty-nine other public buildings throughout the joint powers agreements with other cities and agencies; Mr. Heiser advised that there was not sufficient bandwidth to manage it on an open network and still maintain the other items.

Discussion among Councilmembers and Mr. Heiser included split tunneling and challenges in providing that service to park users based on terms of service under the City's licensing agreement with providers; limited availability for users at various access points and necessary software to provide access points/codes; and 4G service at approximately \$60/month but potentially higher for this metered service and lack of access controls.

Councilmember Etten suggested secondary door access for larger park buildings (e.g. warming areas

for ice rinks during winter months).

Councilmember McGehee spoke in support of having WIFI available and easy access to park buildings to make them usable.

Further discussion included which buildings had fiber optic available and/or their nearest connection; proximity of park buildings related to the City's sanitary lift stations to include them in the direct connection, since most are currently using wireless or radio connections, with last weekend seeing lost communication to one of those lift stations; the reliability of fiber versus radio communications; and how to allocate funding and distribute costs to get the connections made correctly and the most cost-effectively.

At the request of Councilmember Willmus, City Manager Trudgeon advised that he would look into whether or not Communication Fund dollars could be utilized for all or a portion of these items.

At the request of Councilmember Willmus, Mr. Heiser addressed options for having the 4G Verizon connection for the City's infrastructure and another DSL connection available for public use; and areas to separate and others suitable for combining, recognizing the slow DSL service in the Roseville area at this time due to the distance from that local office.

Mayor Roe concurred with such a combination of both services and staging it at some facilities to provide Internet user access, especially where shorter fiber runs were available as well as funding in place; with phasing of a certain number of buildings initially and programmed in subsequent years.

Mayor Roe clarified that the consensus of the City Council appeared to be for staff to identify funding sources to get things done and do them right.

Councilmember Laliberte stated that she felt more strongly that Internet access be provided in larger building versus spending significant money for smaller community buildings not used in the same fashion. Councilmember Laliberte thanked Mr. Heiser and Mr. Brokke for the invaluable information, wishing that it had been made available sooner so it could have been incorporated into initial spending rather than trying to find that funding now.

Councilmember McGehee suggested the Parks budget provide some funding for this as well to make their buildings more user-friendly. However, Councilmember McGehee spoke in support of providing the services for all park buildings, not just larger buildings, equipping them all the same to meet expectations of the public to be able to use the buildings appropriately and to ensure security.

Councilmember Laliberte clarified that she was not recommending no security at small buildings, and was only referring to Internet availability at larger facilities.

Mayor Roe recognized the intent of Councilmember Laliberte for prioritization of how Internet access was staged, with Councilmember Laliberte's concurrence and confirmation that security and access should be the priorities.

Councilmember Etten noted that some buildings may be easier to install fiber, while DSL may be the answer for other buildings not so easily accessible; while some may be closer to a lift station and move into a new category of discussion. Overall, Councilmember Etten advised that he was looking for different solutions in the short-term.

Mayor Roe clarified the direction to staff to come back with revised versions for installation of Internet service for all buildings, in some form or another.

Mr. Heiser sought clarification related to whether or not that included a fiber component, since there were options for service that would only change the threshold for monthly operating costs for the City. Mr. Heiser reviewed some of the options and projected costs, and contract terms (e.g. Comcast terms are that the City did not make their Internet connection openly and readily available to other users); other tiers of service providers that may be available for redistribution; and connections into routers as buildings come up; with an IP network needed to wire and control door access.

Mayor Roe clarified that those options were not being requested tonight, but the City Council was seeking staff to provide the most cost-effective approaches to provide Internet access in all City-owned buildings.

Further discussion ensued regarding moving from key to controlled access for park buildings; identification of which lift stations could be upgraded to fiber; and a review of city-wide fiber with a report in process from Mr. Heiser for updates and a build-out projection for a fiber plan and how it may relate to this.

Mr. Brokke thanked Mr. Heiser for his assistance with this information and recommendations.

Mayor Roe stated that, in recent conversations he'd had with the mayor of another community served by a JPA with the City of Roseville for IT services under Mr. Heiser's management, that mayor couldn't say enough good about Mr. Heiser and acknowledged the great job he was doing.

15. City Manager Future Agenda Review

16. Councilmember-Initiated Items for Future Meetings

17. Adjourn

Willmus moved, Etten seconded adjournment of the meeting at approximately 11:02 p.m.

Roll Call

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

Nays: None.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: October 24, 2016
Item No.: 14.d

Department Approval



City Manager Approval



Item Description: Agreement for Comprehensive Recycling Services

BACKGROUND

At their July 18, 2016 meeting, the Roseville City Council authorized staff to negotiate a contract for Recycling Services with Eureka Recycling, said contract to begin January 1, 2017. The final negotiated Agreement for Comprehensive Recycling Services is included as Attachment A. The Agreement includes the proposal from Eureka Recycling as well as the Request for Proposal as issues by the City earlier this year.

Eureka's proposal included pricing for recycling services over a five period with an option to extend the contract up to seven total years. The pricing was set with 2% annual increases for service. Pricing was set for single unit dwelling (SUD) bi-weekly service, multi-unit dwelling (MUD) service, bi-weekly service, as well as Parks parking lot and walk up building service.

Based on the current number of dwellings and carts in each of those categories, the 2017 base service cost will be \$439,328.16. The 2016 base service cost was \$428,800.68. It should be noted that \$1,246.08 of the 2017 base service cost is related to added recycling service in the City Parks including servicing of bins in the parking lots and walk up service to several park buildings. There is also an additional \$10,000 for a proposed Pilot Program as outlined below which would bring the 2017 total to \$449,328.16, or a 4.7% increase over the 2016 base rate.

Based on discussions during the agreement negotiation process, City staff and Eureka are proposing a pilot program for the remote servicing of recycling carts in City Parks. This service would involve a smaller Eureka vehicle using the pathways within the Parks to service the carts along the pathways. While this item was addressed in the Request for Proposals and Eureka had provided a price per cart for this service in their original proposal, Eureka's price was based on servicing all of the indicated 95 carts in all of the City Parks.

During conversations with the City Council and the Public Works, Environment and Transportation Commission as well as discussions with Parks and Recreation staff, concern was expressed about how this service may impact the pathways themselves as well as how the public may react to these vehicles on the pathways. Therefore, a Pilot Program was proposed which would allow Public Works staff and Eureka to work with Parks and Recreation staff on how and when best to service these remote carts, gauge public and Parks and Recreation Commission reaction to the service, monitor contamination of these remote carts, and ultimately determine where this remote service did and did not work.

After the City and Eureka have had relevant experience on how best to offer this service within all Parks, staff will work with Eureka to renegotiate a final price based on which Parks and the final number of carts to be serviced which would be implemented by a City Council approved Memorandum of Understanding at a future time. The Pilot Program establishes a fixed price of \$10,000 to service up to 20 carts, initially proposed to be located throughout Central Park, and conduct the data analysis and reporting for the program.

Additional notes on this contract in comparison to our existing contract and pricing structure:

- Contract Term: this contract establishes a five year initial term with the option to extend the contract an additional two years, to be determined year by year after the fifth year.
- Revenue Sharing: the new contract establishes an 80% revenue sharing model versus 100% in our existing contract. The processing fee on which the revenue profit is based on also goes down from \$74 per ton to \$58 per ton which will increase the profit per ton in the revenue calculations. The City will be responsible for additional processing costs should there be a negative revenue in any quarter.
- Parks Recycling: the new contract provides an established price for cart service in Parks parking lots and Parks walk-up service. This price is the same for the SUD and MUD service and is the same arrangement we had been using for the parking lot service to date. However it is now formalized in the contract for this service.
- Zero Waste Events: Eureka will participate and manage collection of recycling and organics at several City events including the Wild Rice Festival which the City was billed for in 2015 and 2016.

POLICY OBJECTIVE

Chapter 403 of the City Code establishes a system of curbside recycling as a public utility for Residential Dwellings and Multi-Family Complexes in the City. In order to meet the goals and requirements of this Chapter the City must contract with a private contractor for the collection of recyclable materials.

BUDGET IMPLICATIONS

The City has established a Recycling Fee that all residential properties pay. This fee is analyzed annually in order to fund the recycling pick-up service. Staff will present the recommended fee for Recycling as part of the 2017 Utility Fee Schedule. At this point, given the increase to the monthly fee per SUD and MUD as well as the realized lower revenue sharing results over the past two years, staff will be recommending an increase of about \$0.90 to the current rate of \$5.60.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the Agreement for Comprehensive Recycling Services with Neighborhood Recycling Corporation, d.b.a. Eureka Recycling.

REQUESTED COUNCIL ACTION

Approve the Agreement for Comprehensive Recycling Services with Neighborhood Recycling Corporation, d.b.a. Eureka Recycling.

Prepared by: Marc Culver, Public Works Director
Attachments: A: Agreement for Comprehensive Recycling Services

Agreement for Comprehensive Recycling Services

This Agreement ("Agreement") is made on the _____ day of _____, 20____, between the City of Roseville, a municipal corporation (hereinafter "City"), and The Neighborhood Recycling Corporation d.b.a. Eureka Recycling, a Minnesota Corporation, with its principal place of business at 2828 Kennedy Street Northeast, Minneapolis, Minnesota 55413 (hereinafter "Contractor").

Preliminary Statement

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

The City and Contractor agree as follows:

1. **Scope of Work Proposal.** The Contractor agrees to provide the comprehensive recycling services shown in Section 5 (General Requirements for All Collections), Section 6 (Annual Reporting and Promotional Activities) and Section 7 (Materials Processing and Marketing) of the City's Request for Proposals ("Work"), attached as Exhibit F, in consideration for the compensation set forth in Provision 3 below. The Work shall be performed using Single-Stream Collection illustrated in the Project Capability Plan, the Community Values Plan and the Value Added Plan of the Contractor's Proposal in the designated zones detailed in the Recycling Zones Map. The performance of the Work shall be subject to the provisions contained in Section 8.05 (Performance Penalties) of the Request for Proposals which provisions are incorporated into and made an integral and binding part of this Agreement. Section 5, 6, 7, 8.05 and the Project Capability Plan, the Community Values Plan and the Value Added Plan of the Contractor's Proposal and the Recycling Zones Map are attached hereto as Exhibit A.

The Contractor will maintain a sufficient new and replacement cart inventory that will be purchased by the Contractor. The Contractor shall, at its own expense, service and repair carts to meet supply and demand needs for the entire term of the contract.

For plastics that residents set out for recycling for which there are no viable markets (specifically post-consumer #3 PVC plastic packaging or #6 Polystyrene plastic, low or high densities) if the Contractor can determine an item is #3 or #6 plastic prior to dumping the cart they will leave it behind with a tag. Some plastics for which there are no viable markets will arrive at the processing facility. The Contractor will do its best to separate these unrecyclable plastics out from the rest of the recyclable plastics at the processing facility.

The City and the Contractor shall develop a work plan annually. The work plan shall include initiatives the Contractor will undertake to improve the City's recycling program.

- 1.1 Pilot Program: The City and Contractor will partner on a Pilot Program for the purposes of providing extended recycling services in the City of Roseville at Central Park. This Pilot Program is only in effect from February 1, 2017 to December 31, 2017. The extension of this program or revised final Park Recycling pricing must be established by Memorandum of Understanding as agreed to by both parties and approved by the Roseville City Council.

A. Roles and Responsibilities

City

- Members of the Public Works and Parks & Rec. Department will attend initial planning meeting(s) to establish timeline, routes, collection schedules, etc. and build a plan that is mutually agreed upon by the City and Contractor.
- Provide the funding described below in the Funding section.
- Collect, as trash, any recycling containers in the pilot park(s) that have been "contaminated" with non-recyclable items as deemed by the recycling collection drivers based on a definition of contamination that has been mutually agreed upon by the City and Contractor.
- Work with Contractor to develop a recommendation for full roll-out of parks recycling to all parks based on the results of this pilot.

Contractor

- Coordinate and facilitate initial planning meeting(s) to establish timeline, routes, collection schedules, etc. and build a plan that is mutually agreed upon by the City and Contractor.
- Collect recycling from containers on the trails within the specifically defined park(s) that have been identified as part of this pilot.
- Monitor park containers for levels of contamination of the recycling with non-recyclable material and report any containers that have reached a level of contamination that has been mutually agreed upon by the City and Contractor and renders the material trash that will be collected by the City.
- Complete all reporting requirements as defined in the Reporting Requirement section below.
- Provide education and outreach materials to the City. Materials may include flyers, brochures, articles for social media and/or print, and/or other mutually agreed upon materials.
- Provide Revenue Share for all recycled materials collected in parks as defined in the Contract.

B. Contractor Reporting Requirements

- Report monthly the number of carts tipped and the estimated volume at each stop, along with any contamination issues that have been found by drivers.
- Report monthly on collection challenges related to access to carts and/or trail accessibility
- Create a final report with recommendations for rolling out successful parks collection on trails at all Roseville parks.

C. Funding

The City agrees to pay Contractor \$10,000 for this pilot. Payment will be made on a monthly basis beginning in February 2017 and going through November of 2017. Monthly payment during these ten (10) months will be \$1,000 billed as a line item on the regular monthly recycling collection and processing invoice.

D. Timeline

- February 2017 – Coordinate meeting(s) with Parks & Rec. and Public Works staff from the City. Have mutually agreed upon plan signed off on from all parties by the end of February.
- March 2017 – Weather permitting, distribute the recycling carts to the agreed upon park(s) with a recycling bin next to every trash container, or as mutually agreed upon locations. Begin collection from all containers included in the pilot on mutually agreed upon schedule and route.
- March 2017 – October 31 – Collect and process recycling from parks on mutually agreed upon schedule and route. Create monthly reports with number of carts tipped, estimated volumes, and any reports of contamination problems.
- November 1 – Weather permitting – collect carts from the parks and store for winter season. Begin gathering data and making recommendations.
- December 1 – Submit a final report with recommendations for rolling out successful parks collection on trails at all Roseville parks.

2. **Term.** The term of this Agreement shall be from January 1, 2017, through December 31, 2021, the date of signature by the parties notwithstanding. Upon mutual written agreement, two extensions, each for one year are available starting in 2022.

3. **Compensation for Services.** The City agrees to pay the Contractor pursuant to the relevant portions of Attachment E-1 of the Contractor's proposal attached hereto as Exhibit B,

Exhibit C for Single & Multi-Unit Dwelling Recycling Services, and Exhibit D for Park Recycling Services.

The City agrees to pay the contractor per the terms of Section 1.1: Pilot Program for the Pilot Pathway component for Park Recycling Services. Future pricing is subject to mutual agreement based on the number of carts on pathways.

For 2017 the City certifies that there are 9,372 residential curbside carts, and 6,084 multi-unit dwelling units (773 carts, and 37 dumpsters) that will receive service. There are currently 13 additional locations that opted-in to the City Recycling Service program, with a total of 21, 96 gallon carts. The City will notify the Contractor by December 1 of each year what the certified number of curbside units will be for the subsequent year.

Compensation will be subject to the following:

- A. Any changes in the Work which may result in an increase to the compensation due the Contractor shall require prior written approval of the City. The City will not pay additional compensation for Work that does not have such prior written approval.
 - B. Third party independent contractors and/or subcontractors may be retained by the Contractor when required by the complex or specialized nature of the Work when authorized in writing by the City. The Contractor shall be responsible for and shall pay all costs and expenses payable to such third party contractors unless otherwise agreed to by the parties in writing.
4. **City Assistance.** The City agrees to provide the Contractor with the following assistance concerning the Work to be performed hereunder:
- A. Depending on the nature of the Work, Contractor may from time to time require access to public and private lands or property. To the extent the City is legally and reasonably able, the City shall provide access to and make provisions to enable the Contractor to enter upon public and private land and property as required for the Contractor to perform and complete the Work.
 - B. The City shall furnish the Contractor with a copy of any special standards or criteria promulgated by the City relating to the Work that is needed by the Contractor in order to prepare for the performance of the Work.
 - C. When dealing with contamination issues at multi-family properties, the City will assist the Contractor to obtain cooperation from the building owner/manager in removal of trash and separation of acceptable materials so that the carts can be serviced.
 - D. The City's Public Works Director or designee shall act as the City's representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Work to be performed under this

Agreement, but shall not have the right to enter into contracts or make binding agreements on behalf of the City with respect to the Work or this Agreement.

5. **Method of Payment.** The Contractor shall submit to the City, on a monthly basis, an itemized invoice for Work performed under this Agreement. The Contractor shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. Invoices submitted shall be paid in the same manner as other claims made to the City. To receive any payment pursuant to this Agreement, invoices shall contain the following:

- A. The current billing and past payments.
- B. The following statement dated and signed by the Contractor: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."

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

- A. The City shall have the right to suspend the Work to be performed by the Contractor under this Agreement when it deems necessary to protect the City, residents of the City or others who are affected by the Work. If any Work to be performed by the Contractor is suspended in whole or in part by the City, the Contractor shall be paid for any services performed prior to the delivery upon Contractor of written notice from the City of such suspension.
- B. The Contractor shall be reimbursed for services performed by any third party independent contractors and/or subcontractors only if the City has authorized the retention of and has agreed to pay such persons or entities pursuant to Section 3B above.

Contractor shall, each quarter, pay the City one hundred percent of the net revenue from the sale of the recyclables. Net revenue will be calculated by multiplying the tons of individual material collected by the agreed upon market indices (indicated in the RFP), times the 80% revenue share, minus the processing fee of \$58 per ton for all recyclables processed. The Contractor shall make payment to the City within 30 days from the end of the quarter.

Under this contract, there is no floor pricing and the City shall be responsible to cover the remaining processing costs if the sale of materials does not generate sufficient revenue. The contractor shall invoice the City quarterly for any insufficient revenue from the sale of materials.

Commodity pricing shall use the Commodity Indices listed in the Alternative Revenue Share Model (Exhibit E), provided by the Contractor in their Proposal.

For commodities where revenue is based on Market pricing the Contractor shall provide copies of Load Verification Forms detailing the amount of material sold, the vendor, and the price paid. The Load Verification Forms shall be included with the Contractor's monthly report to the City.

6. ***Project Manager and Staffing.*** The Contractor has designated Christopher Goodwin, ("Project Contact") as the person for the City to contact and communicate with regarding the performance of the Work. The Project Contact shall be assisted by other employees of the Contractor as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. Contractor may not remove or replace Project Contact without 30 days written notice to the City. Contractor designates (651) 222-SORT (7678) and (612) NO WASTE (669-2783) as the number for residents to call with questions, concerns and complaints.
7. ***Standard of Care.*** All Work performed by the Contractor under this Agreement shall be in accordance with the normal standard of care in Ramsey County, Minnesota, for professional services of like kind.
8. ***Audit Disclosure.*** Any reports, information, data and other written documents given to, or prepared or assembled by the Contractor under this Agreement which the City requests to be kept confidential shall not be made available by the Contractor to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Contractor or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. The Contractor shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota Government Data Practices Act, to the extent the Act is applicable to data, documents, and other information in the possession of the Contractor.
9. ***Termination.*** The City may cancel the Agreement if the Contractor fails to fulfill its obligations under the Agreement in a proper and timely manner, or otherwise violates the terms of the Agreement if the default has not been cured within 30 days after written notice has been provided. The City shall pay Contractor all compensation earned prior to the date of the written notice minus any damages and costs incurred by the City as a result of the breach. If the Agreement is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this agreement shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
10. ***Subcontractor.*** The Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. The Contractor shall promptly pay any subcontractor involved in the performance of this Agreement as required by the State Prompt Payment Act.

11. **Independent Contractor.** At all times and for all purposes herein, the Contractor is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Contractor an employee of the City.
12. **Non-Discrimination.** During the performance of this Agreement, the Contractor shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Contractor shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for Work done under this Agreement, and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.
13. **Assignment.** The Contractor shall not assign this Agreement, nor its rights and/or obligations hereunder, without the prior written consent of the City.
14. **Services Not Provided For.** No claim for services furnished by the Contractor not specifically provided for herein shall be paid by the City.
15. **Compliance with Laws and Regulations.** The Contractor shall abide with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work. The Contractor and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation by the Contractor of statutes, ordinances, rules and regulations pertaining to the Work to be performed shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.
17. **Indemnification.** To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold the City, and its mayor, council members, officers, agents, employees and representatives harmless from and against all liability, claims, damages, costs, judgments, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from any act or omission of the Contractor, its officers, agents, employees, contractors and/or subcontractors pertaining to the execution, performance or failure to adequately perform the Work and/or its obligations under this Agreement.18.
18. **Insurance.** General Liability. Prior to starting the Work, the Contractor shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or

death, and for damage to property, including loss of use, which may arise out of operations by the Contractor or by any subcontractor of the Contractor, or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Provision 18 or required by law. Except as otherwise stated below, the policies shall name the City as an additional insured for the Work provided under this Agreement and shall provide that the Contractor's coverage shall be primary and noncontributory in the event of a loss.

- A. The Contractor shall procure and maintain the following minimum insurance coverages and limits of liability with respect to the Work:

Worker's Compensation:	Statutory Limits
Employer's Liability	\$500,000 each accident
Commercial General Liability:	\$1,500,000 per occurrence \$2,000,000 general aggregate \$2,000,000 Products – Completed Operations Aggregate \$100,000 fire legal liability each occurrence \$5,000 medical expense
Comprehensive Automobile Liability:	\$1,000,000 combined single limit (shall include coverage for all owned, hired and non-owned vehicles).

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

- a. Personal injury with Employment Exclusion (if any) deleted;
- b. Broad Form Contractual Liability coverage; and
- c. Broad Form Property Damage coverage, including Completed Operations.

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

- a. All policies shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);

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

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

- D. If Contractor fails to provide the insurance coverage specified herein, the Contractor will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Contractor, its contractors, subcontractors, agents, employees or delegates. Contractor agrees that this indemnity shall be construed and applied in favor of indemnification. Contractor also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

Contractor shall execute and deliver to City a Performance and Payment Bond with a corporate surety in the sum of \$25,000.00 or equal ("equal" may include a Letter of Credit from a banking institution approved by City). This Agreement will not become effective until such a bond, in a form acceptable to City, has been delivered to City and approved by the City Attorney.

19. **Ownership of Documents.** All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement (“Information”) shall become the property of the City, but the Contractor may retain copies of such documents as records of the services provided. The City may use the Information for any reasons it deems appropriate without being liable to the Contractor for such use. The Contractor shall not use or disclose the Information for purposes other than performing the Work contemplated by this Agreement without the prior consent of the City.
20. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of 90 days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Roseville unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a Mediated Settlement Agreement, which Agreement shall be enforceable as a settlement in any court having jurisdiction thereof.
21. **Annual Review.** Prior to each anniversary of the date of this Agreement, the City shall have the right to conduct a review of the performance of the Work performed by the Contractor under this Agreement. The Contractor agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the parties shall, if requested by the City, meet and discuss the performance of the Contractor relative to the remaining Work to be performed by the Contractor under this Agreement.
22. **Conflicts.** No salaried officer or employee of the City and no member of the Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision shall render this Agreement void.
23. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.
24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
25. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
26. **Entire Agreement.** Unless stated otherwise in this Provision 26, the entire agreement of the parties is contained in this Agreement and its exhibits. This Agreement supersedes all

prior oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

DRAFT

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

CITY OF ROSEVILLE

Mayor

City Manager

THE NEIGHBORHOOD RECYCLING
CORPORATION

By: _____

Its: _____

Attachment D - Project Community Values Capability

Community Values Capability 1 Claim: Our program makes it easy for residents to participate by providing single stream collection and adding new materials like additional plastics. *Easy to participate, flexibility to comingle, more materials picked up—particularly plastics.*

Documented Performance: When we recently implemented single-sort recycling in a city in Ramsey County, the percentage of residents that participate in the recycling program went from 76% to 93%, demonstrating that the program was easy to participate in and that the comingling of materials made it more convenient for residents to recycle. We were the first in the state to provide curbside collection of textiles, cartons, juice boxes, pop and beer boxes, and pizza boxes. We continue to work with industries and manufacturers to add even more materials and deliver them to markets that truly and transparently recycle them into new products.

Community Values Capability 2 Claim: Our use of local recycling markets reduces the carbon footprint of your recycling program and further increases the local economic development benefit of recycling. *Local markets, reduced carbon footprint.*

Documented Performance: We market over 98% of our paper to the Saint Paul paper mill, WestRock (formally RockTenn), which uses 100% recycled paper to make new paper and has been in operation in Saint Paul for nearly 100 years, supplying over 300 people high-paying union jobs. A cereal box set at the curb for recycling in Roseville is recycled and made into a new cereal box in Saint Paul and is back on grocery store shelves in approximately 3 to 6 weeks. This is a true demonstration of the possibility of closing the loop and keeping the material local, which has the greatest economic, environmental, and community benefits that recycling can bring to a community.

Community Values Capability 3 Claim: Our transparent and accurate reporting shows that materials are efficiently recycled and handled according to their highest and best use. *Materials are efficiently recycled—highest and best use for material.*

Documented Performance: We calculate and share specific data from your city to help you evaluate your recycling program while the reporting from most MRFs is done on a facility-wide basis. We share specific composition information about your recycling, the actual residual rate of your material, and specific information about the end markets where we send your recycling and what products they are made into.

Community Values Capability 4 Claim: Our education and outreach program has been recognized as one of the best in the country. *Effective frequent education of residents—with measurement, community involvement, annual report that includes information on what happens to material, outreach to low participating communities, outreach using electronic communications.*

Documented Performance: In addition to the annual guide to recycling, we do education and outreach at events like Earth Day. We also participate in Night to Unite, where we focus on visiting block parties in neighborhoods with low recycling participation (as calculated in our annual participation study). We work with members of the community to create accurate, culturally relevant translations of recycling education for many languages. We have worked with cities to improve recycling in lower performing neighborhoods through direct outreach, education through newsletters and community papers, and by working with the city to coordinate “get caught recycling” campaigns where we offer incentives to residents who start recycling. Our annual reporting meets all of the city’s requirements and also contains an analysis of the environmental benefits of the City’s recycling program, a description of industry trends, and documentation of education efforts and the specific impact of each on participation and amounts recycled. We use

website and automated phone messages to alert residents to changes in their program like holiday collection schedules and new materials that can be recycled. Our websites serve residents in many ways; they provide information on recycling, zero waste, composting, and preventing wasted food as well as electronic exchange services for durable goods. Most recently we have added a virtual MRF tour to our website called *The Story of a Cereal Box*. With this video residents can see what happens to their material after it leaves their curb. They can see how it is sorted, how different problem materials can impact the people and equipment in the MRF and finally they can see where their material ultimately ends up and what it is made into.

Community Values Capability 5 Claim: Our organization is a national leader in the development and management of successful multi-family recycling programs that give all city residents the opportunity to recycle and reduce waste. *Multifamily dwelling recycling.*

Documented Performance: We currently serve over 1,000 buildings every week in our multi-family program. We create accurate and culturally relevant translations including Spanish, Hmong, Somali and most recently Karen.

Community Values Capability 6 Claim: We are committed to expanding Roseville's recycling program to include businesses. *Voluntary expansion to businesses.*

Documented Performance: We provide service as part of the residential recycling program to many small businesses and organizations in all of the cities we currently collect in. We look forward to working with the city to continue reaching out to small businesses that are not currently recycling. We will be happy to add these businesses to the program, and can work with them and the city to determine the appropriate service levels.

Community Values Capability 7 Claim: We pioneered the effort to make large, medium and small events in the Twin Cities zero waste. We have extensive experience managing zero-waste services at city sponsored events. *Experience with zero-waste events.*

Documented Performance: We have provided zero-waste event services for ten years and annually manage 15-20 events throughout the Twin Cities. On average, the events we work with recycle and compost 95% of their discards. We have developed tools and a training program for event planners on implementing a zero-waste event.

Community Values Capability 8 Claim: We will use 20% biodiesel fueled trucks with a diesel particulate filter (DPF) doing automated single stream collection. *Clean and quiet; impact on street (size and weight of trucks).*

Documented Performance: We have utilized 20% biodiesel for 12 years and have purchased Biodiesel from River Country Cooperative, a local fuel co-operative. Biodiesel releases less particulates and fewer emissions (including carbon) than diesel fuel or Compressed Natural Gas (CNG). *(Please see attached information compiled by the Center for Diesel Research at the University of Minnesota comparing Biodiesel with CNG for more details, and our current Sustainability Plan).* Biodiesel fuel is produced locally and recycles a waste stream product.

Community Values Capability 9 Claim: We have the experience and expertise to work with Roseville city staff and others on developing and expanding Environmentally Preferred Purchasing (EPP) policies and practices. *Education and Leadership on Environmentally Preferred Purchasing (EPP).*

Documented Performance: Paper and other products made with the highest post-consumer recycled content can be more expensive than products with less (or no) recycled content. To eliminate this barrier we offer residents, cities, and small businesses the ability to participate in a twice annual cooperative bulk purchase of paper with the highest recycled content available at the lowest cost. We provide annual composition study results to cities, businesses, universities, and counties which include detailed information about what is in their recycling and analyze these compositions to identify potential areas for waste reduction and make EPP recommendations to increase recycling and/or composting rates.

Attachment C - Project Capability Plan

Project Capability 1 Claim: Deep Municipal Recycling Program Management History

Documented Performance: Over the last 15 years, we have recycled over 500,000 tons of material from municipal programs in Saint Paul, Roseville, and surrounding areas. As a national model for recycling success, we have received numerous awards for our efforts to provide programs that meet the needs of the community including the National Recycling Coalition's McClure Award for Outstanding Environmental and Community Leadership, Waste-Age Magazine's Recycling Truck of the Year and the American Forest and Paper Associations Business Leadership Award.

Project Capability 2 Claim: Unparalleled Education Capacity

Documented Performance: Educating residents about how recycling materials are collected and processed is critical to ensuring continued public trust and material quality. When residents have a better understanding of what's recyclable and what's not, they can make better consumer choices about what to purchase, and their understanding of sustainable living deepens. Our dedicated education and hotline staff is extremely experienced in program transitions and new program launches, as well as maintaining quality and participation of existing programs. We have decades of research, analysis, and data to draw from while creating our education programs.

Project Capability 3 Claim: History of and Reputation for Transparent and Accurate Reporting

Documented Performance: We believe that transparent and accurate reporting is the key to making recycling programs sustainable. It is also the primary tool available to city staff to assure that their recycling service provider is living up to the commitments they make and to the expectations of the city and its residents. We have a 15-year track record providing detailed reports to the cities we serve. In addition to monthly reports, we provide all of the information cities need to complete their annual and semi-annual SCORE reports for the County. We provide documentation of the tons of recyclables received, processed, and marketed, the markets used and revenues received and shared back with the City, as well as current and projected market strength for city budgeting purposes.

Project Capability 4 Claim: Excellent Relationships with Local End Markets

Documented Performance: Our roots in the community keep us accountable to the needs of our community. And by managing recyclables with a local, community-based company, about \$0.68 of each dollar stays in the community to boost local economic activity, employment, and ultimately, tax revenue. With multi-national companies, less than \$0.30 of each dollar stays local. We market over 98% of our paper to the Saint Paul paper mill, WestRock (formally RockTenn), which uses 100% recycled paper to make new paper and has been in operation in Saint Paul for nearly 100 years, supplying over 300 people high-paying union jobs. A cereal box set at the curb for recycling in Roseville is made into a new cereal box by a local paper mill less than 5 miles away and then is back on grocery store shelves in less than 6 weeks. This is a true demonstration of the possibility of closing the loop and keeping the material local, which has the greatest economic, environmental, and community benefits that recycling can bring to a community.

We build long-term relationships with end markets that balance the highest and best use of the material with price, distance to market, end use, company practices, and other factors to measure our success. We actively work with a range of markets and have a balance of contracts, long term arrangements, and relationships for spot marketing to ensure highest and best use with competitive pricing and sale to markets in the US and Canada. Over 99% of our material goes to markets where the manufacturing of the recyclable material into new products occurs in the United States, including 89% of that material that stays within 10- miles of our facility, supporting local economic development.

We currently sort our material into 15 categories, ensuring each material goes to its highest and best use. The exceptional material quality we produce due to our sorting staff, equipment configuration, and education efforts has resulted in premium value in the marketplace as well as long term contracts that guarantee materials will be accepted

by end markets. This means that when markets get tight, our material is what the mills want to keep running. In our 15 year history, we have never had to warehouse material.

Project Capability 5 Claim: Extensive Processing Experience with High Material Quality

Documented Performance: As a local, independent company, our operations are uniquely tailored to reflect community values. We have operated our Materials Recovery Facility (MRF) since 2004. In the spring of 2016 we processed our one billionth pound of recyclables from municipal, commercial, and third party sectors. Our 117,000 sq. ft. facility, located next door to Roseville in an industrial area, has a residual rate of less than 5%, an extraordinary accomplishment relative to other MRFs. Our MRF operations team is extremely experienced with over 70 combined years managing recycling facilities. We have returned over \$5.5 million dollars back to the community by selling high quality materials and sharing the revenue with the cities we serve. Revenue sharing was not practiced in Minnesota until our organization began offering it in 2001. Our unique combination of staff industry experience, mission driven testing, and deep industry supply chain partnerships positions us to provide the most cost effective single-stream program that best meets our community's and customers' needs.

Project Capability 6 Claim: Extensive Experience Building and Maintaining Successful Apartment and Condominium Building Recycling Programs

Documented Performance: We serve well over 1,000 apartment buildings every week on our multifamily routes. Our staff history includes launching one of the first multi-family programs in the nation (Saint Paul). The US EPA has recognized our program as among the best multifamily programs in the country. We published a best practices toolkit for multifamily recycling based on a two-year study funded by the MPCA (OEA at the time). We maintain a database of building managers for each multi-family building currently receiving service in Roseville and document efforts made at each property to increase recycling participation. We create accurate and culturally relevant translations including Spanish, Hmong, Somali and most recently Karen.

Project Capability 7 Claim: Regional Leader in the Development and Management of Zero-Waste Services at City Sponsored and other Community Events

Documented Performance: Since 2007, our Zero-Waste Event Program has worked with over 160 events in the Twin Cities metropolitan area and reached over 332,000 attendees. Our average diversion rate is over 90% at events we manage. We were the first organization to promote the idea of making events zero waste in this market. Since then, many cities and counties have begun making city sponsored events zero waste. In addition to offering direct zero-waste services for large or medium sized events we have useful how-to information for individuals and organizations that want to make their own private events zero waste. We loan containers and even have a recycled and compostable products cooperative that helps people buy compostable plates, silverware and other items at more reasonable prices by buying in bulk with their neighbors to bring costs down.

Project Capability 8 Claim: Carts already in place, correctly sized and ready to go.

Documented Performance: By working with our company there will not be a need to roll out new carts or transition the program in any way. In 2014, we managed the rollout of approximately 10,000 carts, and these carts are still in excellent condition. We have provided a proposal for the City to purchase these carts from us if they desire to have City owned carts, or continue to have us own and maintain the carts through the contract.

Project Capability 9 Claim: Familiarity with the Roseville Community.

Documented Performance: Our drivers, dispatch, customer service and management are very familiar with Roseville, having many years of experience recycling in the City. Our education and community outreach team has community connections and understanding of effective strategies that work in Roseville.

Attachment F - Value Added Plan

Item 1 Claim: Curbside Collection of Residential Organics

How will this add value? Organic material like kitchen scraps currently makes up over 30% of what is in the trash in Minnesota. Giving residents a convenient program to divert that waste out of their trash has great benefits to the community such as reducing the volume and therefore the cost of trash service and turning this organic material into a valuable amendment for our soils rather than burying or burning it and creating harmful pollution. Removing the smelly component of what is in the trash also means that trash pick-up can be reduced significantly, and finally, offering this program will meet the recommendation of the County to increase diversion of organics.

We propose the following program for the collection of curbside organics in Roseville:

The most cost effective, environmentally and socially beneficial composting program incorporates prevention of wasted food first, then backyard composting education and training, and as a final step, curbside collection of meat, bones, paper napkins and other scraps that can't be backyard composted. The cornerstone of the composting program we propose will emphasize prevention and backyard composting first. The curbside collection program will begin with a city-wide announcement. We will design, produce and mail an invitation to join the program to all curbside households in the city. We will also have information about the program on our website and provide information for the city website and city publications, like the newsletter. All our zero-waste hotline staff will also have information about the program to share with residents who call, and will track households that are interested in taking part in the program.

The program will be managed by collection day (i.e. Monday blue and green zones for recycling will be one compost collection section). Collection of organics will be provided weekly.

Roll-out for the program will happen as follows:

Stage One: Recruitment (*Prior to launch of collections*)—As soon as a household expresses an interest joining the program they will be placed on the pending list. (Once 200 households in any Collection Day have opted-in, collections will launch. *See Below.*) During this recruitment period each household will be provided with educational information on preventing wasted food and on backyard and/or worm composting. These tools can help to reduce the amount of edible food that a household wastes, enabling up to \$96 per month in savings from preventing wasted food. They will be given tips and tools to help them shop smarter, store foods so they last longer, and be creative with leftovers and the bumper crops of things like zucchini. They will also receive education and support for backyard composting and worm composting so they have the ability to begin some composting right away. All of these households will be invited to attend preventing wasted food and backyard/worm composting workshops.

Stage Two: Opt-In Collections Launch (*Participation of a minimum of 200 Households within one Collection Day*)

Once interest in participation reaches at least 200 households in a single collection day section, a 35 gallon organics cart will be delivered to the interested households and we will begin weekly collection. With their cart, each household will receive education about what types of material can be placed in the organics cart and what

items not to include. The carts will have an in-mold label on the top (similar to the recycling carts) that provides this information as well.

Stage Three: Citywide Program (*Over 30% Participation Citywide*)—Once more than 30% of households in Roseville have opted-in to the organics collection program, we will begin negotiations with the City to launch the program citywide. Upon this change, every resident will receive a cart and information about preventing waste food, backyard/worm composting, and how to participate in the citywide organics collection program. The price for citywide collection will be different than the opt-in phase and negotiated based on information gathered during the opt-in phase.

Documented Performance: In 2011 and 2012 we conducted an organics pilot program that included curbside collection in the Macalester-Groveland neighborhood of Saint Paul. The program used the same zero-waste model where wasted food prevention and backyard/worm composting education was given before the launch of curbside collection. The program was opt-out so everyone received a cart and educational materials and called us if they did not want to participate. The participation rate in the area where curbside collection was offered was over 63%. The program was well received by residents.

Cost Impact: The cost for each household to participate in the initial opt-in program will be approximately between \$7.00 and \$11.00 per month. The exact cost will be determined with the City based on the following items that would need to be negotiated and agreed to: Responsibility for billing and collection process for delinquent billing, how much promotion and education will be done (and funded) by the City and how much will be done by the vendor, and responsibility for the purchase of the carts and cart ownership.

Item 2 Claim: Annual Public MRF Tour for Roseville

How will this add value? Visiting a MRF and seeing how the material is sorted has a large and very positive impact on people's perception of recycling and on why problem materials are so tricky.

Documented Performance: We have done hundreds of tours of our MRF in the 15 years it has been open.

Cost Impact: We will conduct one tour per year for up to 15 Roseville residents at no cost to the City.

Item 3 Claim: Public Screenings of Our Virtual MRF Tour, *The Story of a Cereal Box*.

How will this add value? Only a limited number of people can attend the public tour of the MRF. This virtual tour gives even more people the chance to see what happens to their material. After the screening we answer any and all questions people have about recycling.

Documented Performance: This virtual tour has been well received by all groups we have hosted screenings for.

Cost Impact: We can host up to three virtual tour screenings per year in Roseville at no cost.

Item 4 Claim: Night to Unite Program Support

How will this add value? To support the goal of the Police Department to have residents register their block parties, we will offer a free backyard compost bin to any block party leader that registers their party. Second, our staff will attend block parties and talk about recycling and waste reduction, and potentially composting.

Documented Performance: We've supported Night to Unite in this way for several years in Roseville.

Cost Impact: None

PAGE 48

Street Index <i>(key to grid locator on map)</i>											
Acorn Rd N	H:4	Fernwood Ct N	E:12	Midland Hills Rd N	J:3	Sextant Ave W	F:9-10,12,15-16,18				
Aglen Ave N	C,D:13	Fernwood St N	C-E,G,J:11	Midland View Ct N	H:3	Shady Beach Ave N	K:20				
Aglen St N	F,K:13	Ferris Ln N	H:5	Midlothian Rd N	H-I:8	Sharondale Ave W	I:5				
Aladdin St N	E:16	Fisk St N	E:15	Mildred Dr N	A-B:6	Sheldon St N	B,D,F:15				
Alameda St N	I,K:16	Fry St N	E-F,I:8	Millwood Ave W	B:7-8,10,13-15	Sherren St W	H:11-15				
Albemarle Ct N	I:20	Fulham St N	G-J:2	Millwood St N	B:1,19	Shorewood Curv W	A:7				
Albemarle St N	I:20	Galtier Cir N	F:20	Milton St N	A,H:14	Shorewood Ln W	A:7				
Albert St N	A,B,F,H:10	Galtier St N	B-D,F,I:19	Minnesota Ave W	G:18-20	Shryer Ave W	J:5-7,10-14,16-17				
Aldine St N	B,E,J:7	Garden Ave W	K:11-12	Moundsview Ave W	J:17	Simpson St N	A-B:9-10; F,J:9				
Alta Vista Dr N	K,L:16	Giesmann St N	I-J:19	Mount Ridge Rd	A:5	Skillman Ave W	J:5-6,10-12,16,20; I:7				
American St N	F:7,8	Glen Hill Rd W	A:10	Mount Ridge Rd	A:5	Snelling Ave N	A-J:9				
Applewood Ct W	C:9	Glenwood Ave W	K:17-18	Nature View Ct N (Private)	E:18	Snelling Curv N	E-F:9				
Arona St N	A-C,F,J:9	Gluek Ln W	H:5-6	Northview St N	B:20	E Snelling Service Dr	A-D,H:9				
Arthur Pl N	B:6	N Gluek Ln W	H:6	Oakcrest Ave W	E:5-8,11-12,15,18	W Snelling Dr N	B-D:8				
Arthur St N	A,D:6	S Gluek Ln W	H:6	Oakcrest Ln W	E:19	Southhill Dr N	G:18				
Asbury St N	A,B,J:9	Grandview Ave W	G:13-16,18-20	Old Highway 8	A,B:1-2	Stanbridge Ave W	B:7-8				
Auerbach Ave N	G:19	Griggs St N	C,D:12	Orchard Cir W	C:14	Stanbridge Cir W	B:19				
Autumn Pl W	J:5	Grotto St N	E-H:15	Overlook Dr W	E:16	Stanbridge St W	A:1				
Autumn St W	K:12	Haddington Rd N	H:6	Owasso Hills Dr W	B:18; C:17	Stubber Rd W	K:16				
Avon St N	A,E,I:15	Hand Ave N	G,I:19	S Owasso Blvd	A-C:16-20	Summer St W	K:12				
Bayview Dr W	J:18	Harriet Ln W (Private)	J:13	W Owasso Blvd	A-B:15-16	Talisman Curv W	D:10				
Beacon St N	E,J:7	Heinel Cir W	C:16	Oxford St N	A,C-F,H,J,K:13	Tatum St N	J:6				
Belair Cir W	B:11	Heinel Dr W	A-D:15-17	Parker Ave W	I:13-15	Terminal Rd W	F:1-3				
Belmont Ln W	I:10,11,16	Herschel Ave N	H:7	Partridge Rd N	B:3-4	Terrace Ct W	C:17				
Bossard Dr N	H:18	Herschel St N	J:7	Pascal St N	A-F,H,J:10	Terrace Dr W	C:7-8,10-11,18; D:15-16				
Brenner Ave W	A:5-6,9-10,13-15	Highcourte N	B:18	Patton Rd N	A-B,D:1	Top Hill Cir N	G:18				
Brenner Ct W	A:2	Highcrest Rd N	A-B,G,H:1	W Perimeter Dr W	G:6	Transit Ave W	F:9-14,16-20				
Brenner St W	A:1	Highpointe Curv N	A-B:18	Pineview Ct W	K:16	Troseth Rd N	B:1-2				
Brooks Ave W	F:8-10,12-14,18-19	Hillscourte N	B:18	Primrose Curv W	D:10	Turnstone Ct (Private)	A:18				
Brooks Cir N	F:19	Hillscourte S	C:17	Prior Ave N	B-G,I,J:5	Victoria St N	A-L:14				
Burke Ave W	I:10-14,19-20	Hillsview E	B:18	Rambler Ct W	D:18	Virginia Ave N	C-D:19				
Capitol View (Private)	H:20	Hillsview W	B:18	Rambler Rd W	D:10	Virginia Cir N	F:19				
Capitol View Ave W	H:19-20	Hilltop Ave W	K:17	Reservoir Woods Cir	K:17	Wagener Pl N	K:20				
Capitol View Cir N	H:19	Holton St N	F:10	Rice St N	A-L:20	Wagner St W	K:17-19				
Centennial Dr W	C:7,9-10,18	Huron Ave N	K:11	N Ridgewood Ln W	J:8	Walnut St N	E-H:1				
Center St W	K:20	Huron St N	C-D:11	S Ridgewood Ln W	J:8	Western Ave N	B-K:18				
Centre Pointe Dr N	A-B:4	Highway 35W	A,B:4; G-H:1-4	Ridgewood Rd N	A:9	Westwood Cir N	J:4				
Chandler Ave N	K:17	N Highway 36 Service Dr	G:3-4,6	Roma Ave W	L:11-13,16,19	Wewers Rd N	E:20				
Charlotte St N	E:8	S Highway 36 Service Dr	H:3-4,7-8,17	Rose Pl W	E:1-2,7-12,15-16,18	Wewers Rd W	E:20				
Chatsworth Ct N	I:14	Highway 88	A-C:1-3	Rosedale Dr N	J:3	Wheaton Ave W	D:15-16				
Chatsworth St N	A-B,F,G,J-L:13	Highway 280	H-J:1	Rosegate	F-G:4	Wheeler Ave N	E:7				
Christy Cir W	E:11	Hythe St N	J:4	Roselawn Ave W	J:2-14,17	Wheeler St N	A-B,I-J:7				
Churchill St N	A,C-D,F:13	Iona Cir N	C:18	Rose Vista Ct W (Private)	L:11	Wilder St N	A,I:5				
Civic Center Dr N	D:12	Iona Ln W	C-D:16-20	N Rosewood Ln W	J:3-4	William St N	I-J:19				
Clarmar Ave W	A:9-10	Irene Cir N	C:18	S Rosewood Ln W	J:3-4	Willow Cir W	E:11				
Cleveland Ave N	A-F,I-J:4; G:4-6	Irene Ct W	F:18	Ruggles St W	K:11-13	Willow Ln W	G:17				
Cleveland Service Dr N	F-G:5; H:4	Irene St N	E-F,H-I:18	Ryan Ave W	J:5-7,9-13,17	Woodbridge Cir N	G:20				
Cohansey Blvd N	H-J:18	Josephine Rd W	B:11-12	Saint Albans St N	C,F-G,L:16	Woodbridge Ct N	L:20				
Cohansey Cir N	C:18	Saint Croix Ave W	C:10-13,18	Saint Croix St N	G-H:2	Woodbridge St N	A-G:1,20				
Cohansey St N	E-G:18	Karyl Pl W	I:12	Saint Stephen St N	H:2	Woodhill Dr W	D:11-14,17-18				
Colonial Dr W (Private)	G:10	Kent St N	B,D,I-J,L:17	Samuel St N (Private)	I:8	Woodlynn Ave W	A:9-10,13-14,19-20				
Commerce St W	H:9-10	Lake St N	J:2	Sanhurst Cir W	H:18	Woodruff Ave N	K:18				
Cope Ave W	G:15-16	Lakeview Ave N	C-D:13	Sandhurst Dr W	H:10-12,14-15,17,19	Woodruff Ave W	K:18				
County Road B W	H:1-20	Larpenteur Ave W	L:11-20	Sandy Hook Dr N	A:17						
County Road B2 W	F:4-20	Laurie Rd W	H:3,8,12								
County Road C W	D:1-20	Lexington Ave N	A-L:12								
County Road C2 W	B:1-14	Lincoln Dr N	B-D:8								
County Road D W	A:1-7,12-16	Lindy Ave N	I,L:12								
S County Service Dr W	E:5	Little Bay Rd N	A:17-18								
Crescent Ln W	I:19	Long Lake Rd N	A-F:3								
Dale Ct N	K:16	Loren Rd W	J:5								
Dale St N	C-L:16	Lovell Ave W	G:13-16								
Dellwood Ave N	I-L:11	Lovell Ln W (Private)	G:13								
Dellwood St N	C-E,G,H:11	N Lovell Ln (Private)	G:13								
Dellwood St N (Private)	G:11	S Lovell Ln	G:13								
Dionne Ave W	L:19	Lydia Ave W	A-B:1,4,6-14								
Dionne St W	L:12-13	Lydia Ct N	A:1								
Draper Ave W	J:3-4,11,13	Lydia Dr W	A-B:14								
Draper Dr W	J:6	Mackubin St N	C-D,J,L:17								
Dunlap St N	E-F,L:12	Manson St N	B:1								
Eldridge Ave W	I:5,7-8,10-12,16,18	Maple Ln W	B:1,7-8,20								
Elmer St W	J:19-20	Maple Lane Ct W	B:19								
Emerald Ridge W	L:16	Marion Rd N	H:3								
Eustis St N	E,H:1	Marion St N	B-I,L:20								
Evelyn St N	A:5	Matilda Cir N	F:19								
Evergreen Ct N	J:5	Matilda St N	B-D,F-G:19								
Fairview Ave N	A-J:6	McCarron St W	J:20								
Fairways Ln N	I:2	N McCarrons Blvd W	J:18-20								
Farrington Ave N	B,I:19	S McCarrons Blvd W	K-L:18-20								
Farrington Cir N	F:19	Merrill St N	B-C,H,K:11								
Farrington Ct N	A:19	Mid Oaks Ln	J:8								
Farrington St N	B-D,H,L:19	Mid Oaks Rd	J:8								
Fernwood Ave N	K-L:11	Midland Grove Rd N	H:4								

Places of Worship			
Name (Alphabetical by Denomination)	Address	Phone	Map
Frontline Church & Outreach Center (All)	2819 Hamline Ave N	636-2594	C:10
Christ Temple (Apostolic)	2651 Hamline Ave N	628-9090	D:10
Real Life Church (Assemblies of God)	2353 Chatsworth St N	490-5433	G:13
Bethany Baptist Church (Baptist)	2025 Skillman Ave W	631-0211	I:5
Calvary Baptist Church (Baptist Gen. Conf.)	2120 Lexington Ave N	487-2855	I:13
Roseville Baptist Church (Baptist SBC)	211 County Road B2 W	484-9604	F:20
Vietnamese Buddhist Association (Buddhist)	475 Minnesota Ave W	482-7990	G:18
Corpus Christi Catholic Church (Catholic)	2131 Fairview Ave N	639-8888	I:6
St. Rose of Lima (Catholic)	2048 Hamline Ave N	645-9389	I:11
Rose Hill Alliance (Christian Alliance)	2105 Roselawn Ave W	631-0173	J:4
Church of Christ Roseville (Church of Christ)	241 Larpenteur Ave W	488-5688	L:20
St. Christopher's Episcopal Church (Episcopal)	2300 Hamline Ave N	633-4589	G:11
Roseville Covenant Church (Evangelical Covenant)	2865 Hamline Ave N	633-5526	C:10
Grace Church of Roseville (Independent Bible)	1310 County Road B W	633-6479	D:20
North Heights Lutheran Church (Lutheran)	2701 Rice St N	484-2049	G:11
Galilee Lutheran Church (Lutheran)	145 N McCarrons Blvd W	488-6769	J:20
Lutheran Church of the Resurrection (Lutheran)	910 County Road D W	484-1292	A:14
St. Michael's Lutheran Church (Lutheran)	1660 County Road B W	631-1510	I:8
Advent Lutheran Church (Lutheran ELCA)	3000 Hamline Ave N	633-3232	A:11
Roseville Lutheran Church (Lutheran ELCA)	1215 Roselawn Ave W	487-7752	J:12
Prince of Peace Lutheran Church (Lutheran ELCA)	2561 Victoria St N	454-4144	E:14
King of Kings Lutheran Church (Lutheran LCMS)	2330 Dale St N	484-5142	G:17
Emmanuel Mennonite Church (Mennonite GC MC)	2800 Arona St N	636-9303	C:9
Centennial United Methodist Church (Methodist)	1524 County Road C2 W	633-7644	B:9
North Como Presbyterian Church (Presbyterian USA)	965 Larpenteur Ave W	488-5581	L:14

City Parks and Facilities			
Park Name	Acres	Map Ref	
Acorn	44.25	E:19,20	
Applewood Overlook	2.42	C:9,10	
Applewood Park	2.09	C:9,10	
Autumn Grove	6.61	A,B:10	
Bruce Russell	1.93	J:12	
Central Park	225.00	D:15,E:13-17,F:17	
Concordia Park	4.75	G:17	
Cottontail	6.40	B:11	
Evergreen	3.94	I:7	
Howard Johnson	9.05	D:11	
Keller Mayflower	2.26	I:12	
Ladyslipper	16.52	A:19,20	
Langton Lake	53.54	A-C:6	
Lexington	8.45	I:12	
Mapleview	3.26	B:19	
Materion	8.51	G:19,20	
Memorial Park		D:12	
Oasis	14.44	B,C:7,8	
Owasso Ballfields	4.37	D:14	
Owasso Hills	8.51	B,C:17	
Pioneer	4.71	J:14	
Pocahontas	5.69	E:10	
Reservoir Woods	109.75	J:15-16,K:17	
Rosebrook	8.28	E:8	
Sandcastle	3.37	A:1,2	
Tamarack	6.46	K,L:19	
Valley	10.61	A:15	
Veterans	3.57	D:12	
Villa	40.83	I,J:17,18	
Willow Pond	14.76	F:11	
Woodhill	2.63	D:19	
Facility	Address	Phone	Map Ref
City Hall	2660 Civic Center Dr	792-7000	D:12
Parks and Recreation Office	2660 Civic Center Dr	792-7006	D:12
Skating Center	2661 Civic Center Dr	792-7007	D:12
Brimhall Community Gymnasium	1744 County Road B W	638-1958	I:7
Central Park School Community Gym	535 County Road B2 W	481-9951	F:17
Roseville Gymnastics Center	1240 County Road B2 W	635-1660	G:11-12
Cedarholm Golf Course	2323 Hamline Ave N	792-7011	G:10
Harriet Alexander Nature Center	2520 Dale St N	792-7012	F:17
Roseville Fire Administration*	2701 Lexington Ave N	792-7009	D:12
Roseville Police Department*	2660 Civic Center Dr	792-7008	D:12
* For all police or fire emergencies, dial 911			
Library / Post Office			
Facility	Address	Phone	Map Ref
Ramsey County Library	2180 Hamline Ave N	628-6803	H:11
Roseville Post Office	2000 County Road B2 W	631-0628	F:5
Schools / Colleges			
Name	Address	Phone	Map Ref
Brimhall Elementary School	1744 County Road B W	638-1958	I:7
Central Park Elementary School	535 County Road B2 W	481-9951	F:17
Concordia Academy	2400 Dale St N	484-8429	G:17
Fairview Community Center	1910 County Road B W	631-1013	I:6
King of Kings	2400 Dale St N	484-9206	G:17
Northwestern College	3003 Snelling Ave N	631-5100	A:8
North Heights Lutheran Christian Day School	2701 Rice St N	484-7825	D:20
Parkview Center School	701 County Road B W	487-4360	H:16
Roseville Area High School	1240 County Road B2 W	635-1660	G:11-12
Roseville School District 623	1251 County Road B2 W	635-1600	F:11
St. Rose of Lima	2072 Hamline Ave N	646-3832	I:11
Financial Institutions			
Key	Name	Address	Map Ref
B1	Affinity Plus Federal Credit Union	2730 Snelling Ave N	D:9
B2	Bremer Bank	1715 County Road B2 W	F:8
B3	Community National Bank	1501 County Road C W	D:9
B4	Interbank	1875 County Road B2 W	F:6
B5	North Star Bank	1820 Lexington Ave N	K:13
B6	Premier Bank	1875 Highway 36 W	G:6
B7	TCF	Har Mar Mall	I:9
B8	TCF	2167 Lexington Ave N	H:12
B9	Teacher's Federal Credit Union	2150 Lexington Ave N	I:13
B10	Twin City Co-op Credit Union	1935 County Road B2 W	F:6
B11	US Bank	2690 Snelling Ave N	D:9
B12	US Bank (Byerly's)	1601 County Road C W	D:8
B13	Wells Fargo Bank	2440 Fairview Ave N	F:7

Attachment E Summary

Company name: Neighborhood Recycling Corporation (DBA Eureka Recycling)

Contact person/Title: Christopher Goodwin, Communications Manager

Address: 2828 Kennedy St. NE, Minneapolis, MN 55413

Phone: 612.455.9146 E-mail: christopherg@eurekarecycling.org

In an effort to provide transparent pricing that best meets the intent of Roseville's RFP, Eureka Recycling has provided 3 main scenarios for pricing (3 different pricing structures, each with 3 and 5 year options, each with an option for city owned carts). We have provided the assumed number of units, cart pulls and dumpster pulls (where applicable) to show that gross cost to the City under each scenario is approximately the same. Eureka Recycling integrates the collections, management and overhead expenses of MUD and SUD units where possible to gain efficiencies and offer the lowest overall pricing to the City. Since we don't view these as independent programs, pricing offered in these scenarios is only valid as a whole scenario (i.e. both MUD and SUD pricing within each scenario). Pricing from different scenarios cannot be combined and all parts proposed within each scenario must be included for the proposed pricing to be valid.

The main scenarios include:

- **Scenario 1 (Base Proposal):** This proposal includes a SUD fee per household unit/month and an MUD fee based on each cart pull. This proposal includes servicing the approximately 36 dumpsters currently on the multifamily program.
- **Scenario 2 (Alternative Proposal Including Dumpster Pulls):** This proposal includes a SUD fee per household unit/month an MUD fee based on each cart pull and an MUD fee for each dumpster pull.
- **Scenario 3: (Alternative Proposal Per Unit for both MUD and SUD):** This proposal is similar to the current pricing structure for Roseville. All MUD and SUDs are charged the same fee per unit per month.
- **All Scenarios Include the Following Annual Price Escalator:** After the first year, and for all subsequent years, there would be a 2% cost-of-living price escalator for service fees.

***Option for City Owned Carts:**

Eureka is able to offer city owned cart pricing for each option only if the City is able to purchase the existing carts from Eureka Recycling for \$175,000. This offers the advantage for the City to own carts without having to deliver them or coordinate with residents. Given the investment Eureka Recycling has in these carts already, we are unable to offer a city owned cart pricing unless the city buys the existing carts from Eureka Recycling.

SUMMARY PRICING	ER Owned Carts		City Owned Carts*	
	5 year	3 year	5 year	3 year
Scenario 1:				
SUD unit/month	3.04	3.27	2.89	3.12
MUD cart/pull	4.24	4.51	4.09	4.36
Scenario2:				
SUD unit/month	3.04	3.27	2.89	3.12
MUD cart/pull	3.04	3.27	2.89	3.12
MUD Dumpster/Pull	15.00	15.00	15.00	15.00
Scenario 3:				
MF and SUD Unit/Month	2.36	2.53	2.26	2.43

The revenue share proposal (attached "alternative rev share proposal") is the same for every scenario.

ATTACHMENT E – 11 (scenario 3)

CURBSIDE COLLECTION PRICE WORKSHEET

Company name: Neighborhood Recycling Corporation (DBA Eureka Recycling)

Contact person/Title: Christopher Goodwin, Communications Manager

Address: 2828 Kennedy St. NE, Minneapolis, MN 55413

Phone: 612.455.9146 E-mail: christopherg@eurekarecycling.org

A. Curbside Collection Scenario – 5 Year Term

Contractor Owned Carts

☐ Single Stream Weekly

☒ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Single Unit Dwelling per Month
summary.

\$2.36 per SUD as part of scenario 3 described in

B. Revenue Share Proposal

Revenue share percentage _80% of published price index

Less processing cost per ton \$58* per ton

*based on alternative revenue share indexes attached.

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Please see attached alternative revenue share proposal.

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 13 (scenario 3)

MULTI-UNIT DWELLING COLLECTION PRICE WORKSHEET

Company name: Neighborhood Recycling Corporation (DBA Eureka Recycling)

Contact person/Title: Christopher Goodwin, Communications Manager

Address: 2828 Kennedy St. NE, Minneapolis, MN 55413

Phone: 612.455.9146 E-mail: christopherg@eurekarecycling.org

A. Multi-Unit Dwelling Collection Scenario – 5 Year Term Contractor Owned Carts

☒ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Multi-unit dwelling per Month
described in summary.

\$2.36 per MUD unit per month as part of scenario 3

B. Revenue Share Proposal

Revenue share percentage 80% of published price index

Less processing cost per ton \$58* per ton

*based on alternative revenue share indexes attached.

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Please see attached alternative revenue share proposal.

Make additional copies of this form to propose more than one scenario.

Exhibit C**Recycling Services Fee Schedule**

Year	SUD (\$/house/mo)	MUD (\$/unit/mo)
2017	\$2.36	\$2.36
2018	\$2.41	\$2.41
2019	\$2.46	\$2.46
2020	\$2.50	\$2.50
2021	\$2.55	\$2.55
2022	Possible extension based on written mutual agreement	
2023	Possible extension based on written mutual agreement	

Exhibit D**Park Recycling Services Fee Schedule**

Year	# of Carts	Parking Lot (\$/pull/mo)	# of Carts	Building/Walk-Up (\$/pull/mo)
2017	24	\$2.36	20	\$2.36
2018	24	\$2.41	20	\$2.41
2019	24	\$2.46	20	\$2.46
2020	24	\$2.50	20	\$2.50
2021	24	\$2.55	20	\$2.55
2022	Possible extension based on written mutual agreement			
2023	Possible extension based on written mutual agreement			

Year	# of Carts	Pathway (\$/pull/mo)	Notes
2017	20	\$12.82	Pricing based on Pilot Program
2018*			
2019*			
2020*			
2021*			
2022	Possible extension based on written mutual agreement		
2023	Possible extension based on written mutual agreement		

*Pricing and number of carts beyond 2017 subject to negotiation and new Memorandum of Understanding based on results of the Pilot Program

Material	Published Index
Newspaper	Special news, deink quality (8) Pulp and Paper Weekly (PPW), Midwest/Chicago Region High Side.
Mixed Fiber	Soft mixed paper (2) Pulp and Paper Weekly (PPW), Midwest/Chicago Region High Side.
Corrugated Cardboard	Old corrugated containers (11) Pulp and Paper Weekly (PPW), Midwest/Chicago Region High Side.
Aseptic	PS 52 Aseptic Cartons www.RecyclingMarkets.net CHICAGO (Midwest / Central), Regional Average.
Aluminum	Metals Aluminum Cans (Sorted, Baled, picked up) www.RecyclingMarkets.net CHICAGO (Midwest / Central), Regional Average.
Tin	Metals Steel Cans (Sorted, Baled, picked up) www.RecyclingMarkets.net CHICAGO (Midwest / Central),

	Regional Average.
PET	Plastics PET (Baled, ¢/lb, picked up) www.RecyclingMarkets.net . CHICAGO (Midwest / Central), Regional Average.
HDPE Natural	Plastics Natural HDPE (Baled, ¢/lb, picked up) www.RecyclingMarkets.net . CHICAGO (Midwest / Central), Regional Average.
HDPE Color	Plastics Colored HDPE (Baled, ¢/lb, picked up) www.RecyclingMarkets.net . CHICAGO (Midwest / Central), Regional Average.
Plastics #3 - #7	Plastics Comingled (#3-7, Baled, ¢/lb, picked up) www.RecyclingMarkets.net . CHICAGO (Midwest / Central), Regional Average.
Textiles	The market price used shall be the price paid by USAgain or other designated clothing recycler.
Glass	Glass 3 Mix (\$/ton del. as Recyclable or Disposable) www.RecyclingMarkets.net . CHICAGO (Midwest / Central), Regional Average less transportation.
Residual	Eureka Actual Cost for disposal and transport.

Calculation of Composition

Composition Analysis

Depending on the volume of materials, we conduct a composition study of a representative sample instead of the entire stream. Eureka Recycling identifies the categories to be analyzed and gathers a representative sample of the material.

Then we set up our composition storage area, bordered by walls, where we store the specific City's material while we collect the sample. This ensures the material collected for the composition study stays separate from our general incoming tons.

Once we have the material ready for sorting, we clear our sort line and holding areas and review our sorting positions and settings to verify consistency. Then all materials are run and processed on our sort line, which sorts them into all city-approved categories.

Once all materials are sorted, they are either baled or placed in surge hoppers to weighed and documented.

It generally takes one to three weeks to collect the composition material, another week to run the study, analyze and review the data, and another week to write and finalize a report for our customers. Results are shared with the entity conducting public education so specific issues can be targeted for further outreach.

Please see attached examples of revenue share calculations.

- Example 1: Rev Share of \$2,189.55 paid to City from Eureka Recycling.
- Example 2: Recyclable Material Offset of \$529.63 paid to Eureka Recycling from City.



**Specifications and Request For Proposal
for
Comprehensive Recycling Service**

April 15, 2016

Proposal accepted until 4:00 p.m. CDT
May 13, 2016

Roseville City Hall
2660 Civic Center Drive
Roseville, MN 55113

**Request For Proposals
City Recycling Services**

City of Roseville, Minnesota

The City of Roseville is requesting proposals for comprehensive recycling services to all residential, single unit and multi-unit dwellings within the

**City of Roseville
For
January 1, 2017 to December 31, 2019
or
January 1, 2017 to December 31, 2021**

The proposals shall be made in accordance with the Specifications and must be submitted to the City by:

**4:00 p.m. CDT
May 13, 2016**

The proposals shall be made on forms identical in content to those contained in the Specifications. All completed forms shall be submitted to:

**Ryan Johnson, Environmental Specialist
Engineering Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113**

Questions and request for packets should be directed to:

Ryan Johnson, Environmental Specialist
Engineering Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
(651) 792-7049
Ryan.johnson@cityofroseville.com

TABLE OF CONTENTS

1. INTRODUCTION	4
2. CONTRACTOR SELECTION PROCESS AND SCHEDULE	5
3. BACKGROUND AND HISTORY	7
4. DEFINITIONS	8
5. GENERAL REQUIREMENTS FOR ALL COLLECTIONS.....	13
6. ANNUAL REPORTING AND PROMOTIONAL ACTIVITIES	25
7. MATERIALS PROCESSING AND MARKETING	28
8. PAYMENT AND PENALTIES	31
9. INSURANCE AND OTHER LEGAL REQUIREMENTS	37
10. SUBMITTING PROPOSALS	43
EXHIBIT A: RECYCLING ZONES MAP	48
EXHIBIT B: SINGLE UNIT AND MULTI-UNIT DWELLING LEVEL OF SERVICE ..	50
EXHIBIT C: ANNUAL TONNAGES AND COMPOSITION CHART	55
EXHIBIT D: PARK FACILITY RECYCLING	56
ATTACHMENT A: PROPOSAL CHECKLIST	59
ATTACHMENT B: PROPOSAL SUBMITTAL FORM AND AFFIDAVIT OF NON- COLLUSION	60
ATTACHMENT C: PROJECT CAPABILITY PLAN FORM	62
ATTACHMENT D: PROJECT COMMUNITY VALUES CAPABILITY FORM	63
ATTACHMENT E: PRICING FORMS	64
ATTACHMENT F: VALUE ADDED PLAN	85

CITY OF ROSEVILLE
REQUEST FOR PROPOSALS FOR COMPREHENSIVE RECYCLING
SERVICES
TO ALL SINGLE UNIT AND MULTI-UNIT DWELLINGS

1. INTRODUCTION

The City of Roseville, Minnesota seeks to enter into a new recycling contract with a company to provide comprehensive residential recycling services for the City. Those services include collection, processing, marketing, staffing for recycling information at special events, and public education.

Among the goals of the City are to maximize recovery of recyclables from all residents in the City, to market materials so they achieve their highest and best use, to achieve the most cost-effective solution, and to encourage innovation in recycling and waste diversion.

Roseville residents have identified a city-wide goal to be an environmentally healthy community, and residents have identified various community values that environmental programs such as recycling should incorporate.

Those community values expressed by residents include:

- Collection Operations – which includes Clean and quiet; Low impact on street (size and weight of trucks), Easy to participate, Flexibility to Comingle, Collecting more materials as markets become available, Materials are efficiently recycled (local markets, highest and best use for material), Rewards for adding value, multi-unit dwelling recycling
- Resident and Community Engagement Efforts – which includes Voluntary expansion to businesses, effective Frequent education of residents – with measurement, Community involvement, Annual report that includes information on what happens to material, outreach to low participating communities, outreach using electronic communications
- Environmental– which includes Experience with Zero Waste events, reduced carbon footprint, use of Clean Diesel Technology and Natural Gas powered vehicles, Education and Leadership on Environmentally Preferred Purchasing (EPP), Local vendor-terminal and Material Recovery Facilities (MRF) locations

These evaluation criteria are not presented in any special order. No ranking of these criteria within this RFP is intended or implied.

The RFP defines the service standards and specifications and proposal requirements of the Comprehensive Recycling Program for the City of Roseville.

For the purpose of this RFP, the City of Roseville has identified 9,361 Residential Dwelling Units, defined as single unit dwellings, duplexes, triplexes, four-plexes and townhomes. These units will be serviced as Single unit dwellings (SUD's) as specified herein. The City has identified 6,112 Multi-unit dwellings (MUD's) as detailed in Exhibit B, defined as units in 5 or more unit buildings or mobile home parks. These units will be serviced as multi-units, as specified herein. The City has allowed faith organizations and small businesses that have similar recyclables composition to SUD's, to opt into the recycling program. There are 12 additional locations with a total of 19, 96 gallon carts. The City will allow other organizations and small businesses to opt-in to the recycling program, as long as the composition of materials is similar.

2. CONTRACTOR SELECTION PROCESS AND SCHEDULE

To the best of its ability, the City will use the following process and schedule for its decision-making:

Event	Date/Time
RFP Issued	April 15, 2016
Mandatory Pre-proposal Meeting	April 26, 2016 at 1:00p.m.
Questions Regarding RFP to be Submitted to City	April 29 by 4:00 p.m.
References Submitted to City	April 29 by 4:00 p.m.
Notification of Intent Submitted to City	April 29 by 4:00 p.m.
Answers to Questions Issued to Pre-Proposal Meeting Attendees	May 6 by 4:00 p.m.
Proposals Due to City	May 13 by 4:00 p.m.
Interviews of Finalists	Week of May 30
Tour of designated MRF for RFP	Before June 3, 2016
Council Meeting to Authorize Contract Negotiations	July 11, 2016
Execution of Contract	August 15, 2016 (approximately)

These dates are subject to change as the City deems necessary.

- 2.01.** All contact by prospective Contractors and their agents regarding the City's RFP and procurement decision-making must only be made with the City's designated contact person, Ryan Johnson, until after final execution of a contract for the RFP services. Prospective Contractors are encouraged to contact Mr. Johnson with questions or requests for more information. Contacts made with other City residents, officials or employees may, at the sole discretion of the City, disqualify the Proposer from consideration.
- 2.02.** Contractors are required to attend the pre-proposal meeting at 1:00 p.m. CDT on April 26 at Roseville City Hall. Proposals from Contractors that do not attend the meeting will not be considered.
- 2.03.** Questions, requests for clarification or requests for information about this RFP or process must be submitted no later than 4 p.m. April 29, 2016, in writing (preferably by email) to:
- Ryan Johnson, Environmental Specialist
Engineering Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
ryan.johnson@cityofroseville.com

All questions and requests for more information and the City's responses will be summarized in writing and emailed to all parties recorded by the City as having attended the pre-proposal meeting. Responses will be emailed by 4:00 p.m. May 6, 2016

- 2.04.** Contractors interested in responding to this RFP shall notify the City in writing of their interest and submit a list of references no later than 4:00 p.m. CDT, April 29, 2016, in writing (preferably by email) to:
- Ryan Johnson, Environmental Specialist
Engineering Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
ryan.johnson@cityofroseville.com

Notifications shall include the vendor's name and address, as well as a contact person's name and title, phone number and email address.

References shall include the name, phone number and email address of a contact person from at least five cities. Proposers may submit up to ten references (See evaluation criteria). References will be asked by the City to complete a survey rating the proposer's service.

- 2.05. All proposals must be sealed and delivered to the Engineering Department Office at City Hall no later than 4:00 p.m. CDT, **May 13, 2016**, to be considered eligible. See Section 10 for details on how to submit a proposal.
- 2.06. The City will form a proposal review committee to review and analyze the details of the qualified submitted proposals (See “Evaluation Criteria” Section of this RFP). Finalists will be invited to interview with the review committee to be held the week of **May 30**. Following the interviews the committee will recommend Proposers with whom to negotiate further to the City Council.
- 2.07. Upon direction from the City Council, City staff will negotiate terms of the agreement with the top-ranked Contractor.
- 2.08. After a draft contract has been negotiated, City staff will present recommended contract to the City Council. The City Council may then award the contract and authorize staff to execute it.
- 2.09. The new recycling contract will commence on January 1, 2017.

3. BACKGROUND AND HISTORY

Roseville has contracted for curbside recycling of single unit dwellings, duplexes, triplexes and four-plexes since July 1987. Once a month collection occurred from July 1987 – July 1988, twice a month collection from August 1988 – December 1998, every other week collection from January 1999 – April 2006, weekly collection from April 2006 – February 2014, and every other week collection has occurred at SUDs after February 2014.

The program began with collection of old newspaper (ONP) and aluminum cans. Over the years commodities have been added to include collection of old magazines (OMG), old corrugated containers (OCC), household office paper and mail, boxboard (OBB), phone books, carrier stock cardboard, aseptic packaging, glass bottles and jars, steel food cans, PET and HDPE plastic bottles, pizza boxes, and clothing and textiles.

In 1999 Roseville switched from source separated recycling to a two-sort system. In 2014 Roseville switched to a Single Stream program that is collected every other week.

Participation rates reported by Contractors were between 56 and 71 percent from 1999 – 2007, between 74 and 82 percent from 2007 – 2012, and between 76 and 93 percent for 2013 & 2014. City-wide recycling tonnages

were fairly constant ranging from 2,900 to 3,300 tons collected annually since the program began.

Multi-unit dwellings were added to the program in 2003. Currently there are 97 buildings with a total of 6,112 units in the program. All new buildings are required to join the program.

4. DEFINITIONS

4.01 Aluminum cans

Disposable containers fabricated primarily of aluminum, commonly used for soda, beer, juice, water or other beverages.

4.02 American Metal Market (AMM)

Industry publication containing prices for secondary scrap metals.

4.03 Aseptic Packaging and Milk Cartons

Containers designed to maintain the sterility of a sterile (aseptic) product such as food. (e.g. gable-top milk cartons, juice boxes and aseptic packaging used for soup, broth, soy milk, etc.) Aseptic packages are typically a mix of paper, polyethylene (LDPE), and aluminum.

4.04 Carrier Stock

Paper injected with resins in order to resist moisture and used for containers to carry products such as beer and soda pop.

4.05 City's designated contact person

The City has designated Environmental Specialist Ryan Johnson as the City's sole point of contact for prospective Contractors.

4.06 City-designated recyclables, or Recyclable materials, or Recyclables

The following recyclable materials: bottles and cans including aluminum cans; clean aluminum foil; steel cans; glass food and beverage jars and bottles; plastic food and beverage bottles and containers, pails, and trays with any of the resin identification codes #1-#7 (excluding black plastic & Styrofoam); aseptic packaging, paper products including newspapers; magazines; boxboard; phone books; household office paper and mail; carrier stock cardboard; and corrugated cardboard (including boxes for delivery and take out pizzas); and clothes and linens as defined herein this RFP. The City encourages the Contractor to explore markets for additional types of recyclable material. Materials may be added to this list as part of Contractors proposal or by mutual written agreement between the City and the Contractor.

4.07 Clothes and Textiles

Towels, sheets, blankets, curtains, tablecloths, rags, and clothes including: belts, coats, hats, gloves, shoes and boots that are dry, clean and free of mold, mildew and excessive stains.

4.08 Collection

The aggregation and transportation of recyclable materials from the place at which they are generated including all activities up to the time when they are delivered to a recycling facility.

4.09 Commodity

Any individual material, including specific industrial grade, as defined by this Agreement.

4.10 Contractor

The City's recycling service Contractor under the new contract beginning operation on January 1, 2017.

4.11 Corrugated cardboard (OCC)

Cardboard material with double wall construction and corrugated separation between walls including boxes for delivery and take out pizzas. Does not include cardboard heavily coated in plastic or, wax.

4.12 Curbside

The area of public right of way between the property line and the curb or edge of the street, but not on the street.

4.13 Curbside recycling carts

Wheeled carts used as part of a single-stream collection system. If the Contractor owns the carts, carts shall be consistent in colors and design with a recycling symbol that is at least 4" tall on two sides and approved instruction label on each lid, so as to be easily identified by the resident/customer and the Contractor Driver as the container for recyclable materials collection.

4.14 Curbside recycling service

The recycling collection services, specified in this RFP and the subsequent contract, serving customers with recycling pickup at the curb or alley at their residence.

4.15 Glass jars and bottles

Glass jars, bottles, and containers (lids/caps and pumps removed) that are used for packing and bottling of food and beverages.

4.16 HDPE - Colored

Plastic bottles and thermoforms made from high density polyethylene resin with pigment or coloring (e.g., laundry detergent and automatic dishwasher soap bottles).

4.17 HDPE – Natural

Plastic bottles and thermoforms made from high density polyethylene resin without pigment or coloring (e.g., milk jugs, gallon water jugs, and ice cream pails).

4.18 Holidays

Days on which Recycling service is deferred one calendar day, including January 1, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

4.19 Market Indicator

Commodity price indices as per the recycling industry publication specified in the Contract.

4.20 Markets

Any person or company that buys (or charges) for recycling of specified materials and may include, but are not limited to: end-markets, intermediate processors, brokers and other recycling material reclaimers.

4.21 Materials Recovery Facility (MRF)

A facility in which recyclable materials are processed. The facility will conform to all applicable rules, regulations and laws of state, local or other jurisdictions.

4.22 Multi-unit dwellings (MUD)

A building or a portion thereof containing five or more dwelling units.

4.23 Multi-unit dwelling (MUD) recycling containers

Recycling containers used for multi-unit dwellings (MUD's) including any bin, cart, dumpster or other receptacle for temporary storage and collection of designated recyclables from residents in MUDs prior to collection. Such recycling containers must be separate, explicitly labeled with text and graphics as to recyclables included, and colored differently from other containers for mixed solid waste or trash.

4.24 Multi-unit dwelling (MUD) recycling service

Recycling collection service, together with related public education and other customer services, provided to MUD residents that utilize MUD recycling containers as specified in 4.23 and use MUD recycling stations as specified in 4.25.

4.25 Multi-unit dwelling (MUD) recycling stations

The location of MUD recycling containers will be designated by the City with agreement of the recycling Contractor and the MUD building owner. MUD recycling stations will likely be a cluster of recycling carts and/or recycling dumpsters.

4.26 Non targeted materials

Non-recyclable materials that are not included in the City's recycling program. Examples of non-targeted items include, but are not limited to: pumps on plastic bottles, ceramic materials, heavily coated paper packaging, etc.

4.27 Official Board Markets (OBM)

Industry publication containing prices for secondary fiber or recovered paper in the form of the OBM "Yellow Sheet."

4.28 Organics

Residential organic materials derived from plant and animal matter including food waste and non-recyclable paper that is collected for composting.

4.29 Paper

Paper includes the following: newspapers including inserts (ONP); household office paper and mail; boxboard; carrier stock cardboard; old corrugated cardboard (OCC) including boxes for delivery and take out pizzas; phone books; kraft bags; and magazines/catalogs (OMG).

4.30 Participation Rate

The number of single unit dwellings (SUDs) that set out recyclable material at least once during a defined period of time (specific time) as a percentage of the number of eligible SUDs in the City.

4.31 Plastic containers

Rigid plastic containers; lids; and toy and electronic packaging – excluding black plastic, with a resin identification code of: #1 (PET, PETE); #2 (HDPE); #3 (PVC); #4 (LDPE); #5 (PP); #6 (PS) excluding Styrofoam; or #7 (other).

4.32 PET

Plastic bottles made from polyethylene terephthalate (e.g. soft drink, water and other bottles).

4.33 Process residuals

The material that cannot be economically recycled due to material characteristics such as size, shape, color, cross-material contamination, etc. and must be disposed as mixed municipal solid waste. Process residuals include but are not limited to bulky items, contaminants, sorted tailings,

floor sweepings and rejects from specific processing equipment (e.g. materials cleaned from screens, etc). Process residuals does not include clean, separated products that are normally processed and prepared for shipment to markets as commodities but are of relatively low-value because of depressed market demand conditions.

4.34 Processing

The sorting, volume reduction, baling, containment or other preparation of recyclable materials delivered to the processing center for transportation or marketing purposes.

4.35 Processing Fee

Agreed upon unit fee allocated towards Contractor's cost of processing recyclables.

4.36 Recycled Content Products

Products or goods, including roadbed or other aggregate products that are openly marketed and have positive value. Recycled content products do not include use of any commodity for use at landfills.

4.37 Set-Out Rate

The number of single unit dwellings (SUD's) that set out recyclable material each week as a percentage of the number of eligible SUDs in the City.

4.38 Single Unit Dwelling (SUD)

A building containing up to four (4) dwelling units.

4.39 Steel cans

Disposable containers fabricated primarily of steel or tin used for food or beverages.

4.40 Walk-Up Service

A service where the driver will walk up to the resident's garage door, stoop or other designated location to collect recyclable material. The driver returns the bins/carts to the same location.

4.41 Waste

Any material that is deemed by the processor to be unable to be marketed into recycled content products. Typical "waste" includes pumps on plastic bottles, ceramic material in glass streams, and other prohibited items.

4.42 Zero Waste Events

Public events where organizers minimize the amount of waste generated by requiring recyclable or compostable packaging and products, and recycling or composting those materials.

5 GENERAL REQUIREMENTS FOR ALL COLLECTIONS

5.01. Service Requirements

The Contractor shall provide comprehensive recycling services described herein and as described in the Proposal. Collection shall occur bi-weekly on the day of the week designated in Exhibit A “Recycling Collection Zones” map. Contractor may submit an alternate bid for weekly collection.

5.02. Collection Vehicle Equipment Requirements

All vehicles must be clearly identified on both sides with Contractor’s name and telephone number. In addition, all Collection vehicles used in performance of the Contract shall:

- Be duly licensed and inspected by the State of Minnesota;
- Operate within the weight allowed by Federal and Minnesota Statutes and local road weight limits;
- Be Minnesota Department of Transportation (DOT)-compliant at all times;
- Be leak-proof; and,
- Be kept clean and as free from offensive odors as possible.

Each Collection vehicle shall be equipped with the following:

1. Two-way communications device
2. First aid kit
3. All safety equipment required by Federal, State of Minnesota, and local governing bodies; including federal and state Departments of Transportation
4. Universal Spill Kits, or other appropriate equipment for cleaning up spills and/or leaks
5. Receptacle for driver’s cigarette or cigar butts, tobacco ashes and chewing tobacco residue.

5.03. Personnel Requirements

Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of this Agreement. The Contractor will provide a Route Supervisor to oversee the recycling route drivers servicing the City. The Route Supervisor will be available to address customer complaints by cell phone or voice mail at minimum 6 hours per day. The Contractor shall have on duty Monday through Friday from 7:00 a.m. to 5:00 p.m. a dispatch customer service representative to receive customer calls and route issues. The Contractor shall provide a 24 hour answering service line or device to receive customer calls. The Route Supervisor and all

collection vehicles must be equipped with 2-way communication devices.

The Contractor shall certify that each employees of the Contractor that will be performing work in the city shall have been found free of offenses of felony, gross misdemeanor or misdemeanor punishable by jail. The certification shall be approved by the Roseville Police Department.

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

Contractor shall ensure that all personnel will adhere to the appropriate personnel conduct including, but not limited to, the following requirements:

1. Conduct themselves at all times in a courteous manner and use no abusive or foul language.
2. Perform their duties in accordance with all existing laws, ordinances, and regulations; and future amendments thereto of the Federal, State of Minnesota, and local governing bodies, including federal and state Departments of Transportation.
3. Be clean and presentable in appearance, as so far as possible.
4. Wear a uniform and employee identification badge or name tag.
5. Drive in a safe and considerate manner.
6. Manage containers in a careful manner, by picking them up, emptying their contents into the collection vehicle, and placing – not throwing or sliding – the container back in its curbside location so as to avoid spillage and littering or damage to the container.
7. Monitor for any spillage and be responsible for cleaning up any litter or breakage.
8. Avoid damage to property.
9. Only discard cigarette or cigar butts and tobacco ash in a proper receptacle on the collection vehicle.
10. Not smoke while inside garages or other enclosed buildings.

5.04. Recycling Containers

Contractor must submit proposals for options in which the Contractor owns the carts **and** in which the City owns the carts. Please see Attachment E.

The standard cart approximate dimensions shall be:
36-gallon cart 36" height x 18.5" wide x 23.5" deep
64-gallon cart 39" height x 25" wide x 31" deep
96-gallon cart 41" height x 30" wide x 36" deep

If the Contractor owns the carts, cart surface shall be smooth for ease in cleaning. Carts shall be consistent in colors and design with a recycling symbol that is at least 4" tall on two sides and approved lid, so as to be easily identified by the resident/customer and the Contractor Driver as the container for recyclable materials collection. The City shall approve the cart, color and labeling prior to manufacture.

The Driver is required to record and report to Contractor Dispatch the location of any cart that is damaged and that cart shall be repaired or replaced by the Contractor or designated subcontractor within one week of the report of damage.

Damaged or unusable carts must be recycled. All costs incurred in recycling carts shall be the responsibility of the Contractor, at no additional cost to the City. The Contractor will provide documentation showing the City where the carts were recycled.

Multi-unit dwellings (Option One Contractor-Owned Carts)

The Contractor or designated subcontractor shall purchase, own, ship, assemble, deliver, store/inventory, maintain and distribute 96-gallon carts (and cardboard dumpsters where requested) for all multi-unit dwellings as specified in definition 4.22 in sufficient quantity to adequately contain the materials between weekly collections, to be placed in recycling stations as specified in definition 4.25. The Contractor or designated subcontractor will maintain a sufficient new and replacement cart inventory for both the initial cart rollout and ongoing cart replacements (e.g. new customers, service changes, replacement of damaged carts, etc.) during the term of the contract. Ongoing cart distribution shall be done on a weekly basis.

Proposers must clearly specify their proposed single-sort cart manufacturer.

Multi-unit buildings can also be serviced by using single sort dumpsters, or another appropriately sized receptacle to contain the recycling materials. It will be the responsibility of the Contractor or designated subcontractor to purchase, own, ship, assemble, deliver, store/inventory, maintain and distribute the appropriate sized receptacles.

Multi-unit dwellings (Option Two City-Owned Carts)

The City shall procure 96-gallon carts for use in the single stream collection program. The Contractor or designated subcontractor will maintain a sufficient new and replacement cart inventory that will be purchased by the City. The Contractor shall service and repair carts to meet supply and demand needs for the entire term of the contract. The Contractor or designated subcontractor shall ship, assemble, deliver, store/inventory, maintain and distribute the carts (and Contractor owned cardboard dumpsters where requested) for all multi-unit dwellings in sufficient quantity to adequately contain the materials between weekly collections, to be placed in recycling stations as specified in definition 4.25. The Contractor or designated subcontractor will maintain a sufficient new and replacement cart inventory for both the initial cart rollout and ongoing cart replacements (e.g. new customers, service changes, replacement of damaged carts, etc.) during the term of the contract. Damaged carts shall be repaired or replaced within two business days.

Proposers must clearly specify their proposed single-sort cart manufacturer.

Multi-unit buildings can also be serviced by using single sort dumpsters, or another appropriately sized receptacle to contain the recycling materials. It will be the responsibility of the Contractor or designated subcontractor to purchase, own, ship, assemble, deliver, store/inventory, maintain and distribute the appropriate sized receptacles.

Curbside Single Stream (Option One Contractor-Owned Carts)

The Contractor or designated subcontractor shall purchase, own, ship, assemble, deliver, store/inventory, maintain and distribute 64-gallon carts. The Contractor or designated subcontractor will maintain a sufficient new and replacement cart inventory for both the initial cart rollout and ongoing cart replacements (e.g. new customers, service changes, replacement of damaged carts, etc.) during the term of the contract. Ongoing cart distribution shall be done on a weekly basis.

The Contractor or designated subcontractor will maintain a sufficient new and replacement cart inventory for both the initial cart rollout and ongoing cart replacements (e.g. new customers, service changes, replacement of damaged carts, etc.) during the term of the contract. Damaged carts shall be repaired or replaced within two business days.

Proposers must clearly specify their proposed single-sort cart manufacturer.

Thirty-two and ninety-six gallon carts of similar design shall be provided to residents who request a different level of service. Additional carts will be provided at no extra charge to residents who request them.

Curbside Single Stream (Option Two City-Owned Carts)

The Contractor or designated subcontractor shall work with the City to procure 64-gallon carts for use in the single stream collection program. The carts will become the property of the City of Roseville at the end of the contract period for use in the next contract cycle.

The Contractor or designated subcontractor will maintain a sufficient new and replacement cart inventory that will be purchased by the City. Damaged carts shall be repaired or replaced within two business days.

Proposers must clearly specify their proposed single-sort cart manufacturer.

Thirty-two and ninety-six gallon carts of similar design shall be provided to residents who request a different level of service. Additional carts will be provided at no extra charge to residents who request them.

The cart manufacturer selected by the City under a separate procurement process shall be responsible for preparing a comprehensive cart rollout plan and schedule for the initial cart distribution. This cart roll-out plan shall include:

1. Final cart, label and logo specifications (including details of cart color, lid color, and draft content of any label instructions) to be proposed by the Contractor and approved by the City.
2. Cart order quantity (including specified overage to have in stock as excess inventory).
3. Contractor's plan for cart roll-out to customers, including start and end dates.

The Contractor will work with the City to create the educational materials for distribution to customers.

At a minimum, the educational materials must have the following items:

1. Single stream system instructional brochure for customers.

2. Single stream system instructions (text and images) for the City's website and newsletters.

Cart rollout, or an approved cart rollout plan, shall be completed by the Contractor, no later than December 30, 2016. The Contractor shall provide initial distribution of single stream carts to customers, whether carts are owned by the City or the Contractor.

5.05. Collection

Multi-unit dwellings

Contractor shall empty all acceptable materials from inside the containers and acceptable materials that may be set adjacent to the containers. After emptying the containers, the Contractor shall return the containers to their appropriate locations.

Multi-unit dwellings shall receive service once a week unless a different service frequency is agreed to by the City, the property owner, and the Contractor. The City does not regulate the day of the week multi-unit dwellings shall receive service. Contractor shall inform the City and each dwelling owner or manager the day and approximate time the dwelling is scheduled to receive service.

Curbside Collection

Residents shall place recycling carts at curbside or at the alley on collection day, placing the cart with the handle toward the house and the lid opening toward street. The Contractor shall collect from each participation household all acceptable materials. The Driver is required to place the emptied cart back down in the same curbside location as set by the resident. In no case is the cart to be left in the street.

Walk-up service shall be provided at no additional charge for all customers who request it. The City will compile a list of seniors, disabled and/or special needs residents who request such service.

The Contractor must, at least once per quarter, or as agreed upon by the City and the Contractor, conduct curbside recycling cart checks. Geographic regions for cart checks must rotate between each recycling zone. The Contractor shall audit the contents by visually inspecting the material of carts from at least 25 households and leave education tags if any Non-Targeted Materials are found in the carts. A log shall be kept of all resident addresses where education tags were left and the addresses shall be included in the annual report to the City.

Zero Waste Events

Roseville holds four Zero Waste events each year at which organic material is collected for composting:

- Earth Day Celebration, 3rd Saturday in April
- Taste of Rosefest, 4th Thursday in June
- Run for the Roses, 4th Saturday in June
- Wild Rice Festival, 2nd Saturday in September

The contractor shall be responsible for attending the events to staff and monitor the zero waste collection stations, and educate residents. The contractor will also be responsible for educating any vendors, prior to the event date, that attend and hand out, sell, etc., any goods or services. All material (organic, recyclables, trash) collected shall be the responsibility of the Contractor for appropriate processing, or disposal. Organics shall be disposed of at a permitted organics composting facility. The Contractor shall provide a report to the City after the event highlighting the amount recycled, composted, and landfilled. The report shall also include ways to improve diversion at the event, and any other successes/opportunities that were identified.

As part of their Value Added Plan, Proposers are encouraged to describe their experience conducting Zero Waste events.

Curbside Collection of Residential Organics

The City may consider the option to offer curbside organics (food waste and non-recyclable paper) collection during the term of the agreement. Proposers should address in their Value Added Plan, including cost and collection method, a proposal for curbside collection of organics. The City retains the rights to initiate negotiations with the Contractor to implement curbside organics collection.

Opt-in Program

The City allows small businesses and faith organizations to opt-in to the City's recycling program through an application process. To opt-in, organizations and businesses need to send in an application to the City, have a similar composition to a single unit dwelling (SUD), and be able to recycle materials in a 96 gallon recycling cart. If these requirements are met, the City will approve the opt-in application and provide the information to contractor. The contractor is then responsible to drop of the cart(s) and start collection on the next scheduled service date.

Procedure for Unacceptable Recyclables

If Contractor determines that a resident has set out unacceptable recyclables, the driver shall use the following procedures:

Curbside

Contractor shall leave the unacceptable recyclables and leave an “education tag” indicating acceptable materials and the proper method of preparation (**Note: a copy of the tag is to be included with the proposal**).

If the unacceptable recyclables have been tipped into the collection truck, the driver shall record the address of the stop. The Contractor shall send a letter to the resident noting the unacceptable recyclables and providing information on what are accepted recyclables. The address shall be recorded on a form acceptable to the City. Contractor shall report the addresses to the City Recycling Coordinator at the end of each month (**Note: a copy of the form is to be included with the proposal**).

Upon request, the City Recycling Coordinator will undertake efforts to educate the resident or owner regarding proper materials preparation.

Multi-unit dwellings

Contaminated carts or dumpsters of material will not be collected and a tag will be left indicating the reason the material is unacceptable. The Contractor shall also notify the City Recycling Coordinator within one business day by phone that the material was left and the reason that the material was unacceptable. It will be the responsibility of the Contractor to obtain cooperation from the building owner/manager in removal of trash and separation of acceptable materials so that the carts can be serviced.

5.06. City’s annual recycling public education flyer

The Contractor will be responsible for providing an annual public education flyer to be sent to all residents that contains the following recycling information:

- List of materials to be included for recycling
- List of materials excluded that cannot be recycled in the City’s program
- How to prepare materials
- How to receive additional information about the program
- Annual calendar of curbside recycling districts

The flyer shall be delivered to homes no later than January 31 of each year.

5.07. City Retains Right to Specify Resident Preparation Instructions

The Contractor shall agree that it is the City's sole right to clearly specify the resident sorting and setout requirements. Such information shall be included in the annual public education flyer as detailed in 5.06.

5.08. Collection Zones

By Ordinance the City of Roseville is divided into five zones, each with its own day of the week for collection of refuse and recycling as detailed in Exhibit A. Collection in each zone shall occur on the designated day, except for Holidays. The number of housing units in each collection zone is detailed in Exhibit B.

5.09. Collection Hours

Contractor shall maintain sufficient equipment and personnel to assure that all collection operations commence no earlier than 7 a.m. and are completed by 6:00 p.m. on the scheduled collection day.

Non-Completion of Collection and Extension of Collection Hours

If Contractor determines that the collection of recyclables will not be completed by 6:00 p.m. on the scheduled collection day, Contractor shall notify the City Recycling Coordinator by 4:00 p.m., and request an extension of the collection hours. Contractor shall inform the City of the areas not completed, the reason for non-completion, and the expected time of completion. If the Recycling Coordinator cannot be reached, the Contractor will request the Public Works Director. If the Public Works Director cannot be reached, the Contractor shall contact the City Manager.

5.10. Cleanup Responsibilities

Contractor shall immediately clean up any materials spilled or blown during the course of collection and/or hauling operations. Any unacceptable materials left behind should be secured within resident's recycling container, if provided. Driver shall take all precautions possible to prevent littering of acceptable and unacceptable recyclables.

Contractor shall immediately clean up any spills or leaks from equipment, and will follow proper reporting. **All** spills must be reported to the City, and spills over 5 gallons must also be reported to the MPCA Duty Officer (651-649-5451).

Each piece of equipment on public property must have a Universal Spill Kit or other appropriate spill kit.

5.11. Missed & Partial Dump Collection Policy & Procedures

Contractor shall have a duty to pick up missed & partially dumped collections. Contractor agrees to pick up all missed & partially dumped collections on the same day that the Contractor receives notice of a missed collection, provided notice is received by Contractor before 11:00 a.m. on a business day. If notice of a missed or partially dumped collection is received after 11:00 a.m. on a business day, Contractor agrees to pick up that missed or partially dumped collection before 6:00 p.m. on the business day immediately following.

Contractor shall provide staffing of a local telephone-equipped office with specific knowledge of the City's contract to receive missed & partially dumped collection complaints between the hours of 7:00 a.m.-5:00 p.m. on weekdays, except holidays, and on Saturdays during weeks in which a holiday has delayed pickup in the Friday zone until Saturday. The Contractor shall have an answering machine or voice mail system activated to receive phone calls after hours. Contractor shall keep a log of all calls, including the subject matter, the date and time received, the Contractor's response, and the date and time of response. This information shall be provided to the City in the annual report.

5.12. Severe Weather

Recycling collections may be postponed due to severe weather at the sole discretion of the Public Works Director. "*Severe Weather*" shall include, but shall not be limited to, those cases where the temperature at 6:00 a.m. is -20 degrees F or colder. Upon postponement, Collector shall immediately notify the City, put notice on the Contractor's website, alert the news media and use other means to contact residents. The City will be responsible for notifying the residents by municipal cable TV, email notification and any other means identified by the City. Collection will be made the following business day.

5.13. Weighing of Loads

Contractor will keep accurate records consisting of the date, time, collection route, driver's identification, vehicle number, tare weight, gross weight, net weight, and number of recycling stops for each

loaded vehicle. Collection vehicles will be weighed empty before collection to obtain a tare weight and weighed after completion of a route or at the end of the day, whichever occurs first. These records shall be maintained on file by the contractor for at least three years in the event of an audit by the City or County.

5.14. Ownership

Ownership of the recyclables shall remain with the person placing them for collection until Contractor's personnel physically touches the recyclables for collection, at which time ownership shall transfer to the Contractor.

5.15. Scavenging Prohibited

Any person or persons taking recyclable materials from a recycling container without explicit permission of the inhabitant of a Single Unit Dwelling or the owner or manager of a multi-unit dwelling Complex will be in violation of local ordinance (City Code 403.03) and subject to penalty. The Contractor shall report to the City any instances of suspected scavenging or unauthorized removal of recyclable materials from any collection containers.

Contractor will immediately report all witnessed scavenging to Roseville's Police dispatch at 651-767-0640.

5.16. Utilities

The Contractor shall be obligated to protect all public and private utilities whether occupying street or public or private property. If such utilities are damaged by reason of the Contractor's operations, under the executed contract, he/she shall repair or replace same, or failing to do so promptly, the City shall cause repairs or replacement to be made and the cost of doing so shall be deducted from payment to be made to the Contractor.

5.17. Damage To Property

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

If the Contractor fails to address the repair or replacement damaged property within 48 hours, the City may, but shall not be obligated to, repair or replace such damaged property, and the Contractor shall fully reimburse the City for any of its reasonably incurred expenses. The Contractor shall reimburse the City for any such expenses within 30 days of receipt of the City's invoice.

5.18. Street Improvements

This Contract is subject to the right of State of Minnesota, Ramsey County or the City of Roseville to improve its highways and streets. The Contractor accepts the risk that such improvements may prevent the Contractor from traveling its accustomed route or routes for the purpose of collecting recyclables. The Contractor agrees not to make any claim for compensations against a City for such interference. The City of Roseville shall, whenever possible, advance information and instructions about how the Contractor may best provide services in the improvement area.

5.19 Municipal Facilities

Contractor will provide weekly recycling service at no additional charge to:

1. City Hall – 2660 Civic Center Drive
2. Roseville Skating Center – 2661 Civic Center Drive
3. Public Works Maintenance Facility – 1140 Woodhill Drive
4. Fire Station One – 2701 Lexington Avenue
5. Cedarholm Golf Course – 2395 Hamline Avenue
6. Harriet Alexander Nature Center/Wildlife Rehabilitation Center – 2520 Dale Street
7. Other mutually agreed upon City facilities.

Contractor will provide on-call recycling service to:

1. License Center – 2737 Lexington Avenue
2. Fire Station Two – 2501 Fairview Avenue (currently not in service)

City Park Recycling

Contractor shall provide a proposal for recycling services in City Parks. The proposal should include servicing carts on a \$ per pull basis that are adjacent to parking lots, adjacent to buildings (< 25' from parking lot), and on trails/pathways. The contractor should also provide a recommended schedule for servicing the parks, and include a removal and placement plan of carts in the spring and fall. The Recycling Coordinator will inform the contractor on scheduling the servicing, dates for removal and placement of the carts.

Exhibit D is the list of parks and number of carts that will need servicing either weekly, or every other week.

Contractor will provide carts, dumpster, or other mutually agreed upon containers to facilitate Municipal Facility recycling service.

6. ANNUAL REPORTING AND PROMOTIONAL ACTIVITIES

6.01. Monthly and Annual Materials Reports

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

1. Gross amounts of materials collected, by recyclable material (in tons)
2. Net amounts of materials marketed, by recyclable material (in tons)
3. Amounts stored, by recyclable material, with any notes as to unusual conditions (in tons)
4. The markets generally used for the sale of recyclables
5. Amounts of process residuals disposed (in tons)
6. Revenue share credits back to the City (if any)
7. Total number of stops
8. End Market Certification as specified in 7.06
9. Monthly reports shall be due to the City by the 15th day of each month

Annual reports shall be due by January 31. The Contractor will be encouraged to include in its annual report recommendations for continuous improvement in the City's recycling program (e.g., public education, multi-unit recycling, etc.). **Examples of monthly and annual reports shall be included with the Contractor's proposal.**

6.02. Customer Relations Report

Monthly the Contractor shall provide the City with

1. A list of all customer complaints, including a description of how each complaint was resolved.
2. A list of all addresses where education tags were left for residents and why the tags were left.
3. A list of all missed pick ups, and partial dumps, reported to the Contractor.

6.03. Annual Report to Multi-unit dwellings (MUD) Owners

The City's Contractor shall provide an annual report by January 31 of each year to the MUD owners served by the City's contractor. A copy of each report to the MUD owners shall also be submitted to the City. The report shall contain, at a minimum, the following information:

1. Name of owner, building manager and contact information (mailing address, phone numbers, e-mail, etc.)
2. Street address of each MUD served.
3. Number of dwelling units for each MUD.
4. Description of collection services made available to occupants, including number of MUD recycling stations, number of MUD recycling containers, location of stations and dates of collection.
5. Description of public education tools used to inform occupants of availability of services.
6. Tonnage estimates for each building.
7. Recommendations for future improvements (e.g., specific public education tools).

An example of the Contractor's annual report to MUD building owners shall be included with the proposal.

6.04 Annual Performance Review Meeting to Discuss Recommendations for Continuous Improvement

Upon receipt of the Contractor's annual report, the City shall schedule a meeting with the Contractor and the City's Public Works Environment and Transportation Committee.

The objectives of this meeting will include (but not limited to):

- Review Contractor's annual report, including trends in recovery rate and participation.
- Efforts the Contractor has made to expand recyclable markets.
- Review Contractor's performance based on feedback from residents to the Committee members and/or City staff.
- Review Contractor's recommendations for improvement in the City's recycling program, including enhanced public education and other opportunities.
- Review staff and Committee recommendations for improving Contractor's service.
- Discuss other opportunities for improvement with the remaining years under the current contract.
- Discuss actions Contractor is taking to reduce its carbon footprint.

6.05. Publicity, Promotion, and Education

The Contractor and the Recycling Coordinator shall work together in the preparation and distribution of educational materials to ensure accurate information and program directions. Contractor shall have the written approval of the City before any material is produced or distributed to the City customers. Contractor shall pay for the annual design, printing and mailing of at least 9,361 copies of a curbside program flyer. The Contractor will provide a PDF or other mutually agreed upon electronic format version of the flyer, and 1,000 printed copies of the curbside program flyer to the City. The flyer shall be delivered to homes, and City, no later than January 31 of each year.

The Contractor will be required to provide annually a one-page multi-unit dwelling complex recycling flyer to multi-unit dwelling owners, landlords or other designated contact person in sufficient number that one copy may be distributed to each tenant. The Contractor will provide a PDF or other mutually agreed upon electronic format version for the City. The Contractor will also be required to provide posters and other educational material for multi-unit dwelling owners, landlords or other designated contact person to post in common areas.

The Contractor must be able to provide public education material in languages other than English (e.g., Spanish, Hmong, Somali, Karen, etc.). The City will specify the quantities of each set of materials needed and the locations for distribution.

During the term of the contract the Contractor may be asked by the City to make public appearances, provide information for local environmental groups, or attend public events sponsored by the City. Proposers shall describe their experience in providing Collection services and Zero Waste services at community events and what, if any, Collection opportunities could be provided at Roseville community events or City-sponsored events, and whether there would be a cost associated with the service.

In addition, proposers are encouraged to specify other public education tools that they will provide (e.g., recycling education materials targeted for a specific neighborhood, targeting a specific material type, etc.).

As part of this proposal, proposers shall provide examples of public education materials they have developed for other municipalities.

6.06. City Shall Approve Contractor's Public Education Literature

The Contractor shall submit a draft of any public education literature for approval by the City, at least one month before printing and release of any such literature.

6.07. Annual Work Plan

The City and the Contractor shall develop an Annual Work Plan. The Annual Work Plan shall include initiatives the City and the Contractor will undertake to improve the City's recycling program. These initiatives may include (but is not limited to) expansion of materials collected, voluntary expansion to businesses, effective education of residents - with measurement, community involvement, outreach to low participating communities, and outreach using electronic communications. The Annual Work Plan shall be approved by the City and the Contractor by December 15 of the preceding year. (see also Sections 6.08 and 6.09)

6.08. Outreach to Low Participating Communities

Contractor shall include in the Annual Work Plan specific descriptions of engagement efforts to low participating communities. Specifically the City seeks to engage immigrant communities, and encourages the Contractor to provide translated materials for education. Contractor's prior experience with outreach such as this should be identified in the Value Added Plan.

6.09. Outreach Using Electronic Communications

Contractor shall identify in the Annual Work Plan engagement efforts using electronic communications. The City seeks to engage residents where they are and is looking for electronic outreach to residents in addition to websites with information in text format. Contractor's prior experience with outreach such as this should be identified in the Value Added Plan.

7. MATERIALS PROCESSING AND MARKETING

7.01. Processing Facilities Must Be Specified

It is intended that all recyclables collected in the City will go to recycling markets to be manufactured into recycled content goods. The City prefers those markets to be in the Upper Midwest.

The Contractor shall assure the City that adequate recyclable material processing capacity will be provided for City material collected. **The proposals must clearly specify the location(s) of its materials recovery facility (MRF), or subcontractor's facility, where material collected from the City will be delivered and / or processed, and a copy of the Contractor's written agreement with the MRF.** The Contractor shall provide written notice to the City at least 60 days in advance of any substantial change in these or subsequent plans for receiving and processing recyclables collected from the City.

Proposers shall arrange a tour of the designated MRF for the RFP review committee. The tour shall occur before June 3, 2016.

Upon collection, the City's Contractor shall deliver the collected recyclables to a recyclable material recovery facility (MRF), an end market for sale or reuse, or to an intermediate collection center for later delivery to a processing center or end market. It is unlawful for any person to transport for disposal or to dispose of designated recyclables in a mixed municipal solid waste disposal facility.

Contractor shall assure that all recyclables collected in the City are not landfilled or incinerated except for process residuals as designated in 4.34 or with written authorization from the City and the Minnesota Pollution Control Agency.

7.02 Lack of Adequate Market Demand

If the Contractor determines that there is no market for a particular recyclable material or that the market has become economically unfeasible, the Contractor shall immediately give written notice to the City. Said notice shall include information demonstrating the effort the Contractor has made to find market sources, and the financial information justifying the conclusion that the market is economically unfeasible. Upon receipt of said notice, the Contractor and the City shall have 30 days to attempt to find a feasible market. During this period the Contractor shall continue to pick up the particular recyclable material.

If the Contractor or the City is not able to find a market within 30 days, the City has the option to:

- a) Require the Contractor to continue to collect the particular recyclable material. The Contractor is required to keep accurate records of said fees and provide the City receipts of payment.

- b) Notify the Contractor to cease collection of the particular recyclable material until a feasible market is located, either by the Contractor or by the City. The Contractor would then be responsible for the cost of printing and distributing City approved educational materials explaining the market situation to residents.

In the event that the parties disagree on the question of whether there is a market for a particular recyclable material or on the economic feasibility of that market, the disagreement shall be submitted to binding arbitration. In this case, each party shall name an arbitrator, and the two shall select a third person to serve as chairperson of the arbitration panel. The arbitration panel shall meet and decide said question within 60 days following agreement by the arbitrators to serve on the panel. The arbitration panel shall operate in accordance with the Rules of the American Arbitration Association to the extent consistent with this section and judgment upon the award by the Arbitrator(s) may be entered in any court with jurisdiction thereof. Meanwhile, collection of said recyclable material shall continue pending outcome of arbitration.

7.03. Estimating Materials Composition as Collected

The Contractor shall conduct at least one materials composition analysis of the City's recyclables each year to estimate the relative amount by weight of each recyclable commodity by grade. The analysis shall include: (1) percent by weight of each recyclable commodity by grade as collected from the City; (2) relative change compared to the previous year's composition; and (3) a description of the methodology used to calculate the composition, including number of samples, dates weighed, and City route(s) used for sampling. The Contractor shall provide the City with a copy of each analysis. The analysis will be conducted no later than March 31 of each year and a copy of the analysis provided to the City no later than April 30 of each year. Upon request of the City, an agent(s) of the City shall attend the composition study.

As part of this proposal, proposers shall provide their methodology for estimating Materials Composition.

7.04. Estimating Process Residuals

The Contractor shall provide the City a written description of the means to estimate process residuals, as defined in 4.33, derived from the City's recyclables. This written description shall be reviewed and approved in writing by the City. This written description shall be

updated by the Contractor immediately after any significant changes to the processing facilities used by the Contractor.

7.05. Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required within this RFP and in the contract. Substandard performance as determined by the City will constitute non-compliance. If action to correct such substandard performance is not taken by the Contractor within 60 days after being notified by the City, the City will initiate the contract termination procedures.

The City shall have the right, during the term of the Contract, to have a representative on Contractor's premises to monitor the operation of the Contract. Such representative shall only be allowed on Contractor's premises during normal business hours.

7.06. End Market Certification

The Contractor shall provide in its Proposal and by January 31 of each year through the term of the contract written certification to the City that all recyclable commodities identified are indeed recycled and not disposed. Such written certification shall identify *all* end markets manufacturers or processors used for each of the recyclable commodities. The Contractor shall attach written certification from each end market and a list of products manufactured using the recyclable materials collected from the City. The Contractor shall specify the percentage of each material collected that goes to each end market. Contractor must request in writing if it wishes to have the certification be considered proprietary information.

8. PAYMENT AND PENALTIES

8.01. Term of Contract

The term of the new recycling contract will be a period of three years from January 1, 2017 through December 31, 2019 or a period of 5 years from January 1, 2017 through December 31, 2021. The City is requesting that Contractors provide pricing for both options, and also provide an option for two extensions, each for one year.

8.02. Compensation for Services

The City agrees to pay the Contractor for recycling collection services provided to the City as described in the proposal, and made part of an executed contract, based on the number of units certified by the City. For 2017 the City certifies that there are 9,361 curbside units that will receive service (see Attachment C). By December 1 of each year the City will review the number of certified units and notify Contractor of any changes.

Contractor shall submit itemized bills for recycling collection services provided to the City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to the City.

The Contractor shall submit the monthly documentation and reports as detailed 6.01, 6.02 and 7.03 with the monthly bill. Payment to the Contractor will not be released unless the required paperwork is included in the monthly bill or submitted separately according to the deadlines as specified in 6.01.

8.03 Multi-unit dwellings Billing

Contractor will send an itemized bill for the number of pulls designated to receive service that month. For 2017, the City has identified 6,112 multi-unit dwellings at 94 locations. City will designate new or additional buildings to receive service with 30 days notice to Contractor.

8.04. Revenue Sharing

All qualified proposals shall state explicitly if the Contractor elects to participate in revenue sharing with the City. If the City awards the contract to a Contractor that elected to propose revenue sharing, and if the final contract negotiated includes revenue sharing, the Contractor shall, on a quarterly basis, rebate an amount to the City based on a mutually agreed upon formula.

If the sale of the material does not generate sufficient revenue to cover processing costs, the revenue share will be zero. The City shall not be responsible for covering processing costs if the sale of the material does not generate sufficient revenue to cover processing costs.

The City initiated revenue sharing outline for purposes of this RFP consists of per ton payment based on the following formulae:

A. All paper grades collected from the City based on the published index less the proposed paper processing cost per ton.

The published index used shall be:

- The Official Board Markets (OBM) Yellow Sheet, Chicago region for Old Newspapers (ONP) # 8, high side of range.
- The Official Board Markets (OBM) Yellow Sheet, Chicago region for OCC #11, high side of range.
- The Official Board Markets (OBM) Yellow Sheet, Chicago region for Mixed Paper #1, high side of range, old magazines (OMG), Boxboard, and Carrier Stock.

B. Aluminum collected from the City based on the published index less the proposed aluminum processing cost per ton.

The published index used shall be the American Metal Market (AMM), Aluminum (1st issue of the month), high side nonferrous scrap prices: scrap metals, domestic aluminum producers, buying prices for processed used aluminum cans in carload lots, f.o.b. shipping point, used beverage can scrap.

C. Each: clear glass, brown glass and green/blue glass collected from the City based on the market price less the proposed glass processing cost per ton. The market price used shall be the price paid by Anchor Glass Corporation's Shakopee, Minnesota plant, or a designated glass processing facility. Glass composition is assumed to be: Flint 30%, Amber 21%, Green 26% and Mixed 14%.

D. Steel collected from the City based on the published index less the proposed steel processing cost per ton. The published index used shall be the American Metal Market (AMM), Steel (1st issue of the month), high side ferrous scrap prices.

E. Plastic Bottles: PET, HDPE-natural, HDPE-colored collected from the City based on the published index less the proposed plastic processing cost per ton. The published index used shall be the Waste News, Chicago Region (1st issue of the month).

F. Other Plastic: plastic food and beverage containers, pails, and trays with any of the resin identification codes #1-#5 (excluding PET and HDPE bottles) collected from the City based on the published index less the proposed plastic

processing cost per ton. The published index used shall be www.SecondaryMaterialsPricing.com.

G. Aseptic Cartons based on the published index less the proposed containers processing cost per ton. The published index used shall be www.SecondaryMaterialsPricing.com.

H. Clothes, linens and rags collected from the City based on the market price less the proposed processing cost per ton. The market price used shall be the price paid by USAgain or other designated clothing recycler.

Proposers must state on the price worksheet what percent of each index/market price will be used for the gross revenue and the proposed processing cost per ton for each commodity.

If a revenue sharing component is offered (i.e., greater than zero percent) for any commodity, each month the Contractor shall provide, together with the monthly rebate to the City, adequate documentation of the corresponding monthly estimate of tons of all corresponding commodities collected from the City even in the case where the City were to receive no rebate for the month. Also, the Contractor shall provide copies of the referenced market indexes with each monthly statement. The Proposers shall provide a detailed explanation of how they will calculate the tonnage estimates in conjunction with the required composition analysis in 7.03.

Each proposal scenario must contain a percent revenue share offer for all commodities as described immediately above. Proposers may offer from zero percent to 100 percent revenue share.

The City or the Contractor may propose other revenue sharing commodities and corresponding proposed pricing formulae, at any time during the duration of the contract. The parties shall enter into negotiations in good faith and any new revenue sharing agreement shall be reduced to writing in the form of an amendment to the contract.

8.05. Performance Penalties

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

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

- a) **Missed Curbside Collection: \$50.00 per miss**
For each missed collection above two misses per collection day, to be assessed at the end of each collection month. A missed collection would be defined as a report by a resident that their material was out by 7:00 a.m. and the address did not appear on the Contractor's conveyance sheet as a "Late Set Out".. Also included in Missed Curbside Collection are Partial Dumps. Partial Dumps would be defined as a report by a resident that their recycling cart was not fully emptied, and the recyclables were not over-packed into the cart.
- b) **Missed Walk Up Collection: \$50.00 per miss**
Missed collection address above two misses at that address in any four consecutive collection weeks.
- c) **Missed Multi-Unit Dwelling Complex Collection: \$100.00 per miss**
- d) **Partial Dumps: \$50.00 per miss**
Partial Dumps would be defined as a report by a resident that their recycling cart was not fully emptied, and the recyclables were not over-packed into the cart.
- e) **Throwing or Dropping Carts: \$50.00 per incident**
For each witnessed report of a driver throwing rather than placing, the curbside recycling container or deliberately dropping the container when the bottom of the container is more than four feet above the ground.
- f) **Failure to Collect Material on a Block: \$500.00 per incident**
For each incident of the Contractor failing to pick up material on a block. A missed block is defined as one side of a street between cross streets or an entire cul-de-sac where residents from at least three households on that street report that they had their material out before 7:00 a.m., the material was not picked up, the recyclables were properly sorted, and the addresses did not appear on the Contractor's conveyance sheets as "Late Set Outs."
- g) **Failure to Collect an Entire Zone: \$1,000 per incident**
For each incident of failure to complete collection of a collection zone on its designated day as defined in Exhibit A when the Contractor has not received an extension of

collection hours from the Recycling Coordinator or designated alternate.

- h) Failure to Complete a Majority (50%) of the Collection District: \$2,500 for each incident.**
- i) Failure of the Contractor to immediately, or within 6 hours maximum, clean up a spill or material spilled by Contractor within six (6) hours of an incident: \$250 each incident PLUS any additional costs accrued by the City to ensure proper MS4 compliance.**
- j) Failure to leave an education tag when non-recyclable material or material that is inappropriately prepared according to specifications in Item 5.08 is not collected: \$100 each incident**
- k) Failure or neglect to collect recycling from a missed pickup location according to specifications in 5.11: \$250 each incident**
- l) Distributing recycling carts without recycling symbols or labels that include text and graphics depicting what materials may be placed in the carts, and not replacing torn, dirty, unreadable labels: \$100 each incident**
- m) Failure to maintain recycling carts in proper working order as specified in 5.05: \$100 each incident**
- n) Failure to provide a complete monthly report as specified in 6.01 and 6.02. : \$250 each incident**
- o) Failure to return cart to curbside location: \$100 each incident**
- p) Employees smoking in enclosed structures while performing duties, extinguishing smoking material anywhere other than in container as specified in 5.02, or not following general no smoking rules: \$50 each incident**
- q) Failure to collect recyclables according to specifications in 5.05 and 5.08: \$250 for each incident.**

The Contractor shall be liable for performance penalties in the amount(s) upon determination of the City of Roseville that performance has not occurred consistent with the provisions of the

contract. The City shall notify Contractor in writing or electronically of each act or omission in this Agreement reported to or discovered by the City. It shall be the duty of Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint.

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

8.06. Services Not Provided For

No claim for services furnished by the Contractor not specifically provided for herein shall be honored by the City.

9. INSURANCE AND OTHER LEGAL REQUIREMENTS

9.01. Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the contract and shall remain continuously in force for the duration of the contract.

Contractor shall provide a Certificate of Insurance as proof of general liability coverage for bodily injury or death in the amount specified by state law.

The Certificate of Insurance shall name the City as an additional insured, and state that the Contractor's coverage shall be the primary coverage in the event of a loss.

The Contractor shall also provide a Certificate of Vehicle Liability Insurance in the amount of at least \$1,000,000.

The Contractor shall further provide a Certificate of Professional Liability Insurance or Errors & Omissions Insurance providing coverage for 1) the claims that arise from the errors or omissions of the Contractor or its sub-contractors and 2) the negligence or failure to render a professional service by the Contractor or its sub-contractors. The insurance policy should provide coverage in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work. Acceptance of the

insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a City-approved Insurance Certificate.

Contractor agrees that it shall obtain and maintain environmental liability insurance in compliance with local, state and federal regulations for all matters related to in this recycling services agreement. Contractor shall add the City as an additional insured under said insurance policy(s). The policy coverage shall include Environmental Impairment Liability. Contractor shall provide the City with appropriate documentation of said environmental liability insurance for verification upon written request from the City. Contractor further indemnifies the City, its employees, agents and licensees from all liability related to hazardous contamination/pollution resulting from the acts of the City, its employees or agents.

A 30-day written notice is required if the policy is canceled, not renewed or materially changed.

The Contractor shall require any of its subcontractors, if subcontracting is allowable under this contract, to comply with these provisions.

9.02. Workers Compensation

The Contractor shall provide evidence of Workers Compensation insurance covering all employees of the Contractor and subcontractors engaged in the performance of the Contract, in accordance with the Minnesota Workers Compensation Law.

9.03. Employee Working Conditions and Respondent's Safety Procedures

The Contractor will ensure adequate working conditions and safety procedures are in place to comply with all applicable federal, state and local laws and regulations. The City reserves the right to inspect on a random basis all trucks, equipment, facilities, working conditions, training manuals, records of claims for Worker's Compensation or safety violations and standard operating procedures documents.

9.04. Equal Opportunity

During the performance of the executed contract, the Contractor, in compliance with Executive Order 11246, as amended by Executive Order 11375 and Department of Labor Regulations 41CFR, Part 60, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to insure that applicants for employment are qualified, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

In the event of noncompliance with the non-discrimination clauses of this contract, this contract may be canceled, terminated, or suspended, in whole or part, in addition to other remedies as provided by law.

9.05. Compliance with Laws & Regulations

In providing services hereunder and in the executed contract, the Contractor shall abide by all statutes, ordinances, rules, and regulations pertaining to the provision of services to be provided hereunder. Any violation shall constitute a material breach of the executed contract.

9.06. Governing Law

The laws of the State of Minnesota shall govern all interpretations of this contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Ramsey, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

9.07. Waiver

Any waiver by either party of a breach of any provisions of the executed contract shall not affect, in any respect, the validity of the remainder of the executed Contract.

9.08. Termination

The City may cancel the Contract if the Contractor fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of the Contract if the default has not been cured within 30 days after written notice has been provided. The City shall pay Contractor all compensation earned prior to the date of the written notice minus any damages and costs incurred by the City as a result of the breach. If the contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this agreement shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

9.09. Severability

The provisions of the executed contract are severable. If any portion hereof and in the executed contract is, for any reason, held by a court of competent jurisdiction, to be contrary to law, such decision shall not affect the remaining provisions of the same contract.

9.10. Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this contract

9.11. Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this contract for a period of three years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this contract shall be retained for three years after final disposition of such property.

9.12. Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to this Agreement. The City agrees to promptly respond to inquiries from the Contractor concerning data requests.

The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws. All Proposals shall be treated as non-public information until a contract is signed by the City and the Contractor. At that time the Proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minn. Stat. C. 13.

9.13. Inspection of Records and Disclosure

All Contractor records with respect to any matters covered by this agreement shall be made available to the City or its duly authorized agents at any time during normal business hours, as often as the City deems necessary to audit, examine and make excerpts or transcripts of all relevant data.

Any reports, information, data, etc. given to, prepared, or assembled by the Contractor under a future contract shall not be made available by the Contractor to any other person or party without the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and report prepared by the Contractor shall become the property of the City upon termination of the City's contract with the Contractor.

9.14. Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

9.15. Transfer of Interest

The Contractor shall not assign any interest in the contract, and shall not transfer any interest in the contract, either by assignment or novation, without the prior written approval of the City. The

Contractor shall not subcontract any services under this contract without prior written approval of the City. Failure to obtain such written approval by the City prior to any such assignment or subcontract shall be grounds for immediate contract termination for cause.

9.16. Non-Assignability and Bankruptcy

The parties hereby agree that Contractor shall have no right to assign or transfer its rights and obligations under said agreement without prior written approval from the City. In the event Contractor, its successors or assigns files for Bankruptcy as provided by federal law, this agreement shall be immediately deemed null and void relieving all parties of their contract rights and obligations.

9.17. Indemnification

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from malfeasance, misfeasance, negligence or an act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

9.18. Performance & Payment Bond

Contractor shall execute and deliver to the City a Performance Bond and a Payment Bond with the corporate surety in the sum of \$50,000 each, or equal ("*equal*" may include a Letter of Credit from a banking institution approved by the City). This agreement shall not become effective until such a bond, in a form acceptable to the City, has been delivered to the City and approved by the City Attorney.

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

payment bond, in the above amounts to cover the period of extension or renewal.

9.19. Conflict of Interest

Contractor agrees that no member, officer, or employee of the City shall have any interest, direct or indirect, in the executed contract or the proceeds thereof. Violation of this provision shall cause the executed contract to be null and void and the Contractor will forfeit any payments to be made under the executed Contract.

9.20. Entire Contract

The executed contract supersedes all verbal agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of the executed contract shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

9.21. Contract Conditions

- a) The City reserves the right to waive minor irregularities in the proposal documents and to reject any or all proposals. The City reserves the right to enter into a contract with a contractor who does not submit the lowest cost proposal.
- b) The Bond and Certificate of Insurance shall be provided when the contract is executed.
- c) No proposal can be withdrawn after three (3) days after the date for submission of proposals.
- d) The Contractor shall review and return signed copies of the contract within 30 days of receipt of the contract.

10. SUBMITTING PROPOSALS

10.01. Proposals May Be Rejected in Whole or Part

The City of Roseville reserves the right, at its sole discretion, to:

- Reject any or all proposals;
- Reject parts of proposals;
- Negotiate modifications of proposals submitted;

- Accept part or all of the proposals on the basis of consideration(s) other than proceeds or cost; and
- Negotiate specific work elements with the preferred Contractor into a contract of lesser or greater expense than described in this RFP or the respondent's reply.

10.02. Contractors May Team with Other Companies

It is recognized that some prospective haulers may wish to subcontract with other companies for processing services. This may be allowed as needed, but all such Contractor-subcontractor relationships must be explicitly described in each proposal scenario. The City will contract with only one primary Contractor for the recycling services.

Multiple Contractors may team up with other complementary hauling or recycling companies provided there is no collusion. A company may be listed as a part of more than one team as long as this company submits a written certification that no collusion occurred between competing proposals.

10.03. RFP and Proposal to Become Part of Final Contract

The contents of this RFP, the successful proposal, and any written clarifications or modifications to the contents thereof submitted by the successful Contractor and approved by the City in writing shall become part of the contractual obligations and be incorporated by reference into the ensuing contract. If any provision of the contract RFP or proposal is in conflict, the contract takes precedence over the RFP, and the RFP takes precedence over the proposal.

10.04. Notification of Intent

Prospective Contractors interested in responding to this RFP shall notify the City in writing of their interest and submit a list of references by 4:00 p.m. CDT, April 29, 2016, in writing (preferably by email) to:

Ryan Johnson
Engineering Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
ryan.johnson@cityofroseville.com

Notifications shall include the vendor's name and address, as well as a contact person's name and title, phone number and email address.

References shall include the name, phone number and email address of a contact person from at least five cities. Proposers may submit up to ten references. References will be asked to complete an evaluation form in which they rate the proposer's service. Ratings will be compiled to create an average score that will be included in the overall scoring evaluation.

It is the responsibility of the vendor to ensure their Notification of Intent and References are received by the City.

10.05. How to Submit Proposals

Proposal shall be submitted to the Engineering Department Office at City Hall no later than 4:00 p.m. CDT, May 13, 2016 in a sealed envelope with the name of the proposing company on the outside and addressed as follows:

Enclosed: Recycling Services Proposal.
c/o Ryan Johnson
Environmental Specialist
City of Roseville, City Hall
2660 Civic Center Drive
Roseville, MN 55113

Proposals will be treated in accordance with Mn. Statutes 13.591, Subdivision 3 (b), Data Practices Act.

Six written, hard copies of the proposal and all attachments shall be submitted. An electronic copy of the proposal must be submitted on a USB Flash Drive (or suitable alternative format) inside the sealed envelope. The proposal file must be formatted in Microsoft WORD.

Pricing sheets should be submitted within a separate sealed envelope, that is contained within the Recycling Services Proposal packet.

Any pages that contain Proprietary Information should be clearly marked as Confidential.

10.06. Assumptions to be Used for Proposals

The City shall use following assumptions for purposes of evaluating all proposals on the same basis:

- Annual recyclable tonnage collected curbside under the City contract = 3,300 tons per year
- Annual recyclable tonnage collected at Multi-unit dwellings under the City contract = 600 tons per year
- Single unit dwellings and other units that receive curbside service using curbside bins = 9,361 units
- Multi-unit dwellings that will receive MUD type of service = 6,112 housing units at 94 locations

10.07. Proposal Content

Qualified proposals must include the Proposal Checklist Attachment A and items listed on the checklist.

10.08. Evaluation Criteria

Roseville residents have identified a city-wide goal to be an environmentally healthy community. And residents have identified various community values that environmental programs such as recycling should incorporate.

Those community values are:

- Collection Operations– which includes Clean and quiet; Impact on street (size and weight of trucks), Easy to participate, Flexibility to Comingle, Collecting more materials as markets become available, Materials are efficiently recycled (local markets, highest and best use for material), Rewards for adding value, multi-unit dwelling recycling
- Resident and Community Engagement Efforts – which includes Voluntary expansion to businesses, effective Frequent education of residents – with measurement, Community involvement, Annual report that includes information on what happens to material, outreach to low participating communities, outreach using electronic communications
- Environmental– which includes Experience with Zero Waste events, reduced carbon footprint, use of Clean Diesel Technology and Natural Gas powered vehicles, Education and Leadership on Environmentally Preferred Purchasing (EPP), Local vendor-terminal and MRF locations
- References
- Net Price to the City

These evaluation criteria are not presented in any special order. No ranking of these criteria within this RFP is intended or implied.

A review committee will evaluate all proposals submitted based on price, how well the proposal meets RFP base specifications, how well the proposal meets community values, and value added beyond the base specifications. Those scores will be added to scores from the reference survey to develop a score for the first round. Finalists may, at the sole discretion of the City, be invited to interviews (see chart below).

At the interview, proposers will answer any questions regarding their proposal and expound on how their proposal will meet community values, added value beyond the base specifications, and answer other questions deemed relevant to evaluating the proposals.

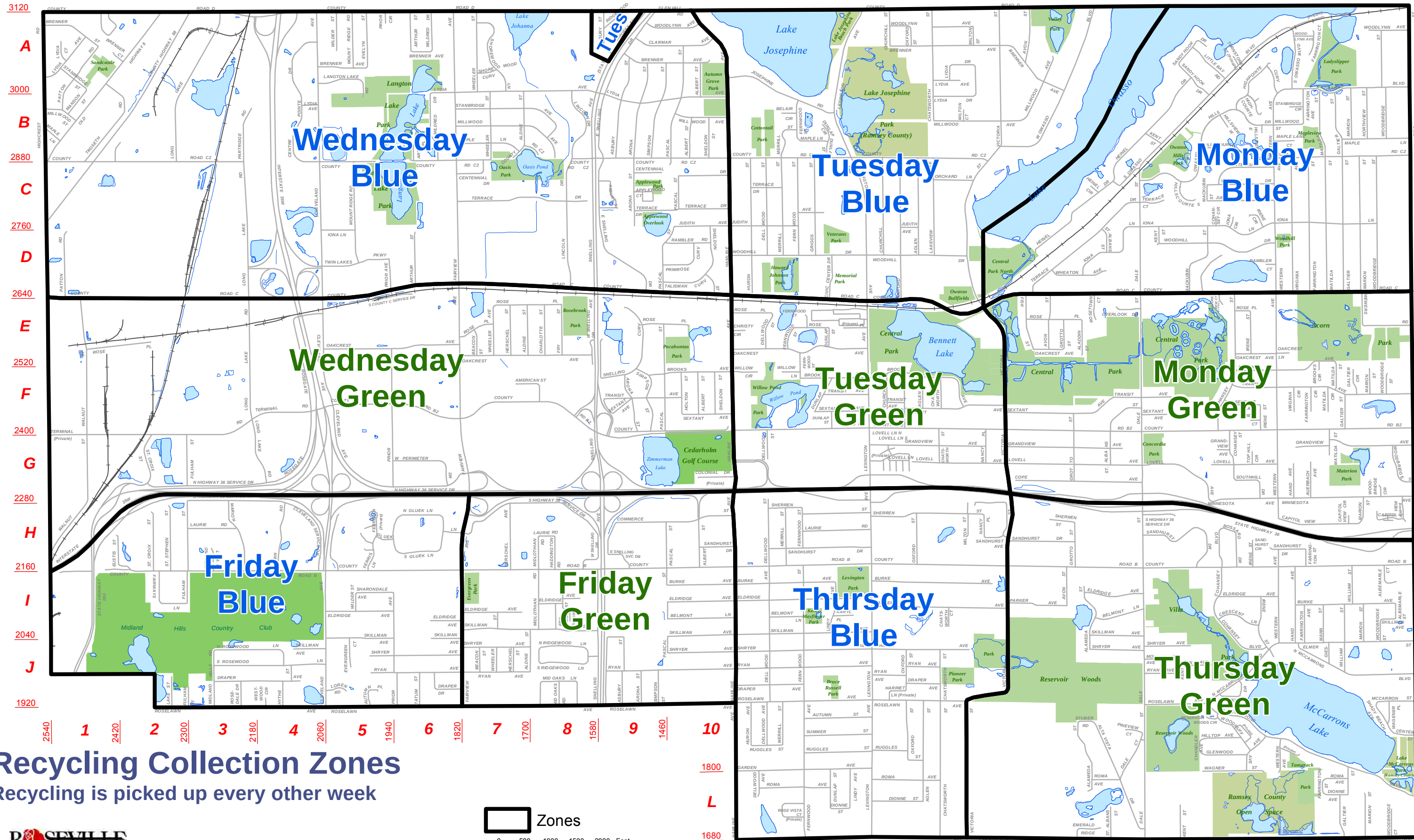
Evaluation Criteria and Weighting	
RFP Base Specifications	Pass/Fail
<i>Reference RFP Sections 5.04, 5.05, 5.19, 5.21, 6.01, 6.03, 7.01, proposal forms</i>	
Category	Weight
Project Capability	20%
<i>Reference RFP Sections 5 - 9</i>	
How Well Proposal Meets Community Values	10%
<i>Reference RFP Introduction and Sections 5 - 9</i>	
*Price	40%
Past Performance (Survey of Other Cities)	15%
Value Added Plan	15%
Total	100%
Finalists	
Interview – clarification phase	

The review committee will present its recommendation to the City Council at the **July 11** meeting. (See Section 2, Contractor Selection Process and Schedule).

***The City will use the following formula to score the Price:**

Low bid divided by proposers price multiplied by the maximum score of 40 points.

2540 1 2420 2 2300 3 2180 4 2060 5 1940 6 1820 7 1700 8 1580 9 1460 10 1340 11 1220 12 1100 13 980 14 860 15 740 16 620 17 500 18 380 19 260 20 140



Recycling Collection Zones

Recycling is picked up every other week

ROSEVILLE
www.ci.roseville.mn.us
Prepared by:
Engineering Department
December 18, 2015

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.



Data Sources and Contacts (11/02/15):
* Ramsey County GIS Base Map
* City of Roseville Engineering Development



mapdoc: RecyclingZones.mxd
map: RecyclingZones.pdf

Street Index (key to grid locator on map)											
Acorn Rd N	H:4	Fernwood Ct N	E:12	Midland Hills Rd N	J:3	Sextant Ave W	F:9-10,12,15-16,18				
Aglen Ave N	C,D:13	Fernwood St N	C-E,G,J:11	Midland View Ct N	H:3	Shady Beach Ave N	K:20				
Aglen St N	F,K:13	Ferris Ln N	H:5	Midlothian Rd N	H-I:8	Sharondale Ave W	I:5				
Aladdin St N	E:16	Fisk St N	E:15	Mildred Dr N	A-B:6	Sheldon St N	B,D,F:15				
Alameda St N	I,K:16	Fry St N	E-F,I:8	Millwood Ave W	B:7-8,10,13-15	Sherren St W	H:11-15				
Albemarle Ct N	I:20	Fulham St N	G-J:2	Millwood St N	B:1,19	Shorewood Curv W	A:7				
Albemarle St N	I:20	Galtier Cir N	F:20	Milton St N	A,H:14	Shorewood Ln W	A:7				
Albert St N	A,B,F,H:10	Galtier St N	B-D,F,I:19	Minnesota Ave W	G:18-20	Shryer Ave W	J:5-7,10-14,16-17				
Aldine St N	B,E,J:7	Garden Ave W	K:11-12	Moundsview Ave W	J:17	Simpson St N	A-B:9-10; F,J:9				
Alta Vista Dr N	K,L:16	Giesmann St N	I-J:19	Mount Ridge Rd	A:5	Skillman Ave W	J:5-6,10-12,16,20; I:7				
American St N	F:7,8	Glen Hill Rd W	A:10	Mount Ridge Rd	A:10	Snelling Ave N	A-J:9				
Applewood Ct W	C:9	Glenwood Ave W	K:17-18	Nature View Ct N (Private)	E:18	Snelling Curv N	E-F:9				
Arona St N	A-C,F,J:9	Gluek Ln W	H:5-6	Northview St N	B:20	E Snelling Service Dr	A-D,H:9				
Arthur Pl N	B:6	N Gluek Ln W	H:6	Oakcrest Ave W	E:5-8,11-12,15,18	W Snelling Dr N	B-D:8				
Arthur St N	A,D:6	S Gluek Ln W	H:6	Oakcrest Ln W	E:19	Southhill Dr N	G:18				
Asbury St N	A,B,J:9	Grandview Ave W	G:13-16,18-20	Old Highway 8	A,B:1-2	Stanbridge Ave W	B:7-8				
Auerbach Ave N	G:19	Griggs St N	C,D:12	Orchard Ln W	C:14	Stanbridge Cir W	B:19				
Autumn Pl W	J:5	Grotto St N	E-H:15	Overlook Dr W	E:16	Stanbridge St W	A:1				
Autumn St W	K:12	Haddington Rd N	H:6	Owasso Hills Dr W	B:18; C:17	Stubber Rd W	K:16				
Avon St N	A,E,I:15	Hand Ave N	G,I:19	S Owasso Blvd	A-C:16-20	Summer St W	K:12				
Bayview Dr W	J:18	Harriet Ln W (Private)	J:13	W Owasso Blvd	A-B:15-16	Talisman Curv W	D:10				
Beacon St N	E,J:7	Heinel Cir W	C:16	Oxford St N	A,C-F,H,J,K:13	Tatum St N	J:6				
Belair Cir W	B:11	Heinel Dr W	A-D:15-17	Parker Ave W	I:13-15	Terminal Rd W	F:1-3				
Belmont Ln W	I:10,11,16	Herschel Ave N	H:7	Partridge Rd N	B:3-4	Terrace Ct W	C:17				
Bossard Dr N	H:18	Herschel St N	J:7	Pascal St N	A-F,H,J:10	Terrace Dr W	C:7-8,10-11,18; D:15-16				
Brenner Ave W	A:5-6,9-10,13-15	Highcourte N	B:18	Patton Rd N	A-B,D:1	Top Hill Cir N	G:18				
Brenner Ct W	A:2	Highcrest Rd N	A-B,G,H:1	W Perimeter Dr W	G:6	Transit Ave W	F:9-14,16-20				
Brenner St W	A:1	Highpointe Curv N	A-B:18	Pineview Ct W	K:16	Troseth Rd N	B:1-2				
Brooks Ave W	F:8-10,12-14,18-19	Hillscourte N	B:18	Primrose Curv W	D:10	Turnstone Ct (Private)	A:18				
Brooks Cir N	F:19	Hillscourte S	C:17	Prior Ave N	B-G,I,J:5	Victoria St N	A-L:14				
Burke Ave W	I:10-14,19-20	Hillsview E	B:18	Rambler Ct W	D:18	Virginia Ave N	C-D:19				
Capitol View (Private)	H:20	Hillsview W	B:18	Rambler Rd W	D:10	Virginia Cir N	F:19				
Capitol View Ave W	H:19-20	Hilltop Ave W	K:17	Reservoir Woods Cir	K:17	Wagener Pl N	K:20				
Capitol View Cir N	H:19	Holton St N	F:10	Rice St N	A-L:20	Wagner St W	K:17-19				
Centennial Dr W	C:7,9-10,18	Huron Ave N	K:11	N Ridgewood Ln W	J:8	Walnut St N	E-H:1				
Center St W	K:20	Huron St N	C-D:11	S Ridgewood Ln W	J:8	Western Ave N	B-K:18				
Centre Pointe Dr N	A-B:4	Highway 35W	A,B:4; G-H:1-4	Ridgewood Rd N	A:9	Westwood Cir N	J:4				
Chandler Ave N	K:17	N Highway 36 Service Dr	G:3-4,6	Roma Ave W	L:11-13,16,19	Wewers Rd N	E:20				
Charlotte St N	E:8	S Highway 36 Service Dr	H:3-4,7-8,17	Rose Pl W	E:1-2,7-12,15-16,18	Wewers Rd W	E:20				
Chatsworth Ct N	I:14	Highway 88	A-C:1-3	Rosedale Dr N	J:3	Wheaton Ave W	D:15-16				
Chatsworth St N	A-B,F,G,J-L:13	Highway 280	H-J:1	Rosegate	F-G:4	Wheeler Ave N	E:7				
Christy Cir W	E:11	Hythe St N	J:4	Roselawn Ave W	J:2-14,17	Wheeler St N	A-B,I-J:7				
Churchill St N	A,C-D,F:13	Iona Cir N	C:18	Rose Vista Ct W (Private)	L:11	Wilder St N	A,I:5				
Civic Center Dr N	D:12	Iona Ln W	C-D:16-20	N Rosewood Ln W	J:3-4	William St N	I-J:19				
Clarmar Ave W	A:9-10	Irene Cir N	C:18	S Rosewood Ln W	J:3-4	Willow Cir W	E:11				
Cleveland Ave N	A-F,I-J:4; G:4-6	Irene Ct W	F:18	Ruggles St W	K:11-13	Willow Ln W	G:17				
Cleveland Service Dr N	F-G:5; H:4	Irene St N	E-F,H-I:18	Ryan Ave W	J:5-7,9-13,17	Woodbridge Cir N	G:20				
Cohansey Blvd N	H-J:18	Josephine Rd W	B:11-12	Saint Albans St N	C,F-G,L:16	Woodbridge Ct N	L:20				
Cohansey Cir N	C:18	Saint Croix Ave W	C:10-13,18	Saint Croix St N	G-H:2	Woodbridge St N	A-G:1,20				
Cohansey St N	E-G:18	Karyl Pl W	I:12	Saint Stephen St N	H:2	Woodhill Dr W	D:11-14,17-18				
Colonial Dr W (Private)	G:10	Kent St N	B,D,I-J,L:17	Samuel St N (Private)	I:8	Woodlynn Ave W	A:9-10,13-14,19-20				
Commerce St W	H:9-10	Lake St N	J:2	Sanhurst Cir W	H:18	Woodruff Ave N	K:18				
Cope Ave W	G:15-16	Lakeview Ave N	C-D:13	Sandhurst Dr W	H:10-12,14-15,17,19	Woodruff Ave W	K:18				
County Road B W	H:1-20	Larpenteur Ave W	L:11-20	Sandy Hook Dr N	A:17						
County Road B2 W	F:4-20	Laurie Rd W	H:3,8,12								
County Road C W	D:1-20	Lexington Ave N	A-L:12								
County Road C2 W	B:1-14	Lincoln Dr N	B-D:8								
County Road D W	A:1-7,12-16	Lindy Ave N	I,L:12								
S County Service Dr W	E:5	Little Bay Rd N	A:17-18								
Crescent Ln W	I:19	Long Lake Rd N	A-F:3								
Dale Ct N	K:16	Loren Rd W	J:5								
Dale St N	C-L:16	Lovell Ave W	G:13-16								
Dellwood Ave N	I-L:11	Lovell Ln W (Private)	G:13								
Dellwood St N	C-E,G,H:11	N Lovell Ln (Private)	G:13								
Dellwood St N (Private)	G:11	S Lovell Ln	G:13								
Dionne Ave W	L:19	Lydia Ave W	A-B:1,4,6-14								
Dionne St W	L:12-13	Lydia Ct N	A:1								
Draper Ave W	J:3-4,11,13	Lydia Dr W	A-B:14								
Draper Dr W	J:6	Mackubin St N	C-D,J,L:17								
Dunlap St N	E-F,L:12	Manson St N	B:1								
Eldridge Ave W	I:5,7-8,10-12,16,18	Maple Ln W	B:1,7-8,20								
Elmer St W	J:19-20	Maple Lane Ct W	B:19								
Emerald Ridge W	L:16	Marion Rd N	H:3								
Eustis St N	E,H:1	Marion St N	B-I,L:20								
Evelyn St N	A:5	Matilda Cir N	F:19								
Evergreen Ct N	J:5	Matilda St N	B-D,F-G:19								
Fairview Ave N	A-J:6	McCarron St W	J:20								
Fairways Ln N	I:2	N McCarrons Blvd W	J:18-20								
Farrington Ave N	B,I:19	S McCarrons Blvd W	K-L:18-20								
Farrington Cir N	F:19	Merrill St N	B-C,H,K:11								
Farrington Ct N	A:19	Mid Oaks Ln	J:8								
Farrington St N	B-D,H,L:19	Mid Oaks Rd	J:8								
Fernwood Ave N	K-L:11	Midland Grove Rd N	H:4								

City Parks and Facilities			
Park Name	Acres	Map Ref	
Acorn	44.25	E:19,20	
Applewood Overlook	2.42	C:9,10	
Applewood Park	2.09	C:9,10	
Autumn Grove	6.61	A,B:10	
Bruce Russell	1.93	J:12	
Central Park	225.00	D:15,E:13-17,F:17	
Concordia Park	4.75	G:17	
Cottontail	6.40	B:11	
Evergreen	3.94	I:7	
Howard Johnson	9.05	D:11	
Keller Mayflower	2.26	I:12	
Ladyslipper	16.52	A:19,20	
Langton Lake	53.54	A-C:6	
Lexington	8.45	I:12	
Mapleview	3.26	B:19	
Materion	8.51	G:19,20	
Memorial Park		D:12	
Oasis	14.44	B,C:7,8	
Owasso Ballfields	4.37	D:14	
Owasso Hills	8.51	B,C:17	
Pioneer	4.71	J:14	
Pocahontas	5.69	E:10	
Reservoir Woods	109.75	J:15-16,K:17	
Rosebrook	8.28	E:8	
Sandcastle	3.37	A:1,2	
Tamarack	6.46	K,L:19	
Valley	10.61	A:15	
Veterans	3.57	D:12	
Villa	40.83	I,J:17,18	
Willow Pond	14.76	F:11	
Woodhill	2.63	D:19	
Facility	Address	Phone	Map Ref
City Hall	2660 Civic Center Dr	792-7000	D:12
Parks and Recreation Office	2660 Civic Center Dr	792-7006	D:12
Skating Center	2661 Civic Center Dr	792-7007	D:12
Brimhall Community Gymnasium	1744 County Road B W	638-1958	I:7
Central Park School Community Gym	535 County Road B2 W	481-9951	F:17
Roseville Gymnastics Center	1240 County Road B2 W	635-1660	G:11-12
Cedarholm Golf Course	2323 Hamline Ave N	792-7011	G:10
Harriet Alexander Nature Center	2520 Dale St N	792-7012	F:17
Roseville Fire Administration*	2701 Lexington Ave N	792-7009	D:12
Roseville Police Department*	2660 Civic Center Dr	792-7008	D:12
* For all police or fire emergencies, dial 911			
Library / Post Office			
Facility	Address	Phone	Map Ref
Ramsey County Library	2180 Hamline Ave N	628-6803	H:11
Roseville Post Office	2000 County Road B2 W	631-0628	F:5
Schools / Colleges			
Name	Address	Phone	Map Ref
Brimhall Elementary School	1744 County Road B W	638-1958	I:7
Central Park Elementary School	535 County Road B2 W	481-9951	F:17
Concordia Academy	2400 Dale St N	484-8429	G:17
Fairview Community Center	1910 County Road B W	631-1013	I:6
King of Kings	2400 Dale St N	484-9206	G:17
Northwestern College	3003 Snelling Ave N	631-5100	A:8
North Heights Lutheran	2701 Rice St N	484-7825	D:20
Christian Day School			
Parkview Center School	701 County Road B W	487-4360	H:16
Roseville Area High School	1240 County Road B2 W	635-1660	G:11-12
Roseville School District 623	1251 County Road B2 W	635-1600	F:11
St. Rose of Lima	2072 Hamline Ave N	646-3832	I:11
Financial Institutions			
Key	Name	Address	Map Ref
B1	Affinity Plus Federal Credit Union	2730 Snelling Ave N	D:9
B2	Bremer Bank	1715 County Road B2 W	F:8
B3	Community National Bank	1501 County Road C W	D:9
B4	Interbank	1875 County Road B2 W	F:6
B5	North Star Bank	1820 Lexington Ave N	K:13
B6	Premier Bank	1875 Highway 36 W	G:6
B7	TCF	Har Mar Mall	I:9
B8	TCF	2167 Lexington Ave N	H:12
B9	Teacher's Federal Credit Union	2150 Lexington Ave N	I:13
B10	Twin City Co-op Credit Union	1935 County Road B2 W	F:6
B11	US Bank	2690 Snelling Ave N	D:9
B12	US Bank (Byerly's)	1601 County Road C W	D:8
B13	Wells Fargo Bank	2440 Fairview Ave N	F:7

Medical Clinics				
Key	Facility	Address	Phone	Map Ref
M1	Now Care	1955 County Road B2 W	635-0054	F:7
M2	Rosedale Medical Center	1835 County Road C W	(763)785-4300	D:6
M3	Twin Lakes Eye Center	1835 County Road C W	638-1555	D:6
Major Shopping Centers				
Name	Address		Stores	Map Ref
Crossroads of Roseville	1643-1655 County Road B2 W		20	F:8
Hamline Center	2797-2833 Hamline Ave N		18	C:10
Har Mar	2100 Snelling Ave N		54	I:9
Lexington Plaza	1680-1754 Lexington Ave N		25	L:13
Lexington Plaza Shoppes	1739-1787 Lexington Ave N		12	L:12
McCarron Hills	1681-1717 Rice St N			L:20
Rosedale	1595 Highway 36 W		143	G:7,8
Rosedale Commons	2480 Fairview Ave N		19	F:7
Rosedale Marketplace	2401-2439 Fairview Ave N		12	F,G:6
Rosedale Square	1601-1677 County Road C W		25	D:8
Rosedale Square North	2701-2717 Lincoln Dr N		14	C:8
Roseville Center	1121-1215 Larpenteur Ave W		21	L:12
Roseville Crossings	Lincoln Dr at Snelling/County C		8	D:8
Rosewood	2181-2195 Snelling Ave N		6	H:8
Supermarkets				
Name	Address		Phone	Map Ref
Byerly's	1601 County Road C W		633-6949	D:8
Cub Foods	2100 Snelling Ave N		633-9740	I:9
Rainbow Foods	1201 Larpenteur Ave W		488-1825	L:12
Super Target	1515 County Road B W		633-0000	H:9
Hotels / Motels				
Name	Address		Phone	Map Ref
Comfort Inn	2715 Long Lake Rd N		636-5800	D:3
Country Inns & Suites	2905 Snelling Ave N		628-3500	B:8
Courtyard by Marriott	2905 Centre Pointe Dr		746-8000	B:4
Days Inn	2550 Cleveland Ave N		636-6730	E:5
Fieldview Inn	3045 Centre Pointe Dr N		636-7869	A:4
Marriott Residence Inn	2985 Centre Pointe Dr N		636-0680	B:4
Motel 6	2300 Cleveland Ave N		639-3988	G:5
Radisson	2540 Cleveland Ave N		636-4567	E:5
Super 8	2401 Prior Ave N		636-8888	G:5
Restaurants				
Key	Restaurant	Address	Phone	Map Ref
<i>American</i>				
R1	Applebee's	1893 Highway 36 W	697-0648	G:6
R2	Arby's	2105 Snelling Ave N	636-6222	I:8
R3	Arby's	Rosedale Center	636-4460	G:7
R4	Baker's Square	1881 Highway 36 W	631-3322	G:6
R5	Boston Market	2720 Lincoln Dr N	631-1110	D:8
R6	Buffalo Wild Wings	Har Mar Mall	636-9464	I:9
R7	Byerly's Minnesota Grill	1601 County Road C W	633-6949	D:8
R8	Charley's on Centre Pointe	2905 Centre Pointe Dr N	746-8000	B:4
R9	Chili's Grill & Bar	1840 County Road B2 W	633-7718	F:6
R10	Countryside	2851 Snelling Ave N	633-4422	C:8
R11	Eddington's	Har Mar Mall	697-9794	I:9
R12	Fuddrucker's	2740 Snelling Ave N	636-3833	D:9
R13	Great Steak and Potato	Rosedale Center	697-1710	G:7
R14	Granite City Food and Brewery	The Plaza at Rosedale	209-3500	G:8
R15	Joe Senser's Sport Grill & Bar	2350 Cleveland Ave N	631-1781	G:5
R16	KFC	2087 Snelling Ave N	631-8133	I:8
R17	Key's Cafe & Bakery	1682 Lexington Ave N	487-5397	L:13
R18	Macy's Marketplace	Rosedale Center	639-6721	G:7
R19	Major's Sports Cafe	2801 Snelling Ave N	379-1180	C:8
R20	Old Chicago	Har Mar Mall	639-0303	I:9
R21	Old Country Buffet	2480 Fairview Ave N	639-0088	F:7
R22	Perkins	1495 County Road B W	633-8080	H:9
R23	Pippins	2887 Snelling Ave N	639-0633	B:8
R24	Ruby Tuesday	Rosedale Center	635-0985	F:7
R25	TGI Friday's	2480 Fairview Ave N	636-9539	F:7
<i>Bagels</i>				
R26	Bruegger's Bagels	2712 Lincoln Dr N	635-0185	D:8
R27	St. Paul Bagelry	1702 Lexington Ave N	488-1700	L:13
<i>Burgers</i>				
R28	Burger King	2080 County Road C W	631-1798	E:4
R29	Burger King	2151 Snelling Ave N	636-7972	I:8
R30	McDonald's	2075 Snelling Ave N	631-1630	I:8
R31	Snuffy's Malt Shop	1125 Larpenteur Ave W	488-0241	L:12
R32	Wendy's	1899 Perimeter Dr W	636-3545	G:6
<i>Chinese / Asian</i>				
R33	Big Bowl Asian Kitchen	Rosedale Center	636-7173	G:8
R34	China Jen Restaurant	2193 Snelling Ave N	633-3113	H:8
R35	China Restaurant	2811 Hamline Ave N	636-8385	C:10
R36	Chinese Gourmet Express	Rosedale Center	631-0622	G:7
R37	E Noodle Cafe	1711 Rice St N	488-1246	L:20

Recycling Day	Single Unit		Other				Total
	Single Unit	Townhome	Double Dwelling	Half Double Dwelling	Two Family	Three Family	
Monday	2,124	504	14	10	2	3	2,657
Tuesday	1,317	85	10	12	10	3	1,437
Wednesday	1,338	118	28	28	16	3	1,531
Thursday	2,332	80	36	6	14	0	2,468
Friday	1,159	90	8	0	8	3	1,268
City Wide	8,270	877	96	56	50	12	9,361

Source: Single Unit + Other
Ramsey County Total 8,484
Property Records Townhome
19-Jan-16 Total 877
Total SFD 9,361

City of Roseville - Multi Family Complex Recycling Service Level

Apartments - Rental	Address	# units	# Carts
Aquarius Apartments	2425 County Road C2	99	3 paper, 3 containers
Brittany Apartments	175 Larpenteur Avenue	17	1 paper, 1 containers per building,
	1722, 1725, 1735, 1738 Woodbridge Court	62	weighted to prevent blowing over
Centennial Gardens East	1405-1425 Terrace Drive / 1400-1420 Centennial Drive	95	2 paper, 2 containers per complex
Centennial Gardens West	2815-2845 Pascal Street	95	
1363 County Road B		11	1 paper 1 containers
1610 County Road B		11	1 paper 1 containers
1647 County Road B		11	1 paper 1 containers
2447 County Road B		17	1 paper 1 containers
Coverdale Apartments	1725 Dellwood Street	12	1 paper 1 containers
Dale Terrace Apartments	720 County Road B	42	2 paper, 2 containers
1144 Dione Street		23	2 paper 2 containers
1614 Eldridge Avenue		11	1 paper 1 containers
1615 Eldridge Avenue		11	1 paper 1 containers
1624 Eldridge Avenue		11	1 paper 1 containers
1625 Eldridge Avenue		11	1 paper 1 containers
1634 Eldridge Avenue		11	1 paper 1 containers
1635 Eldridge Avenue		11	1 paper 1 containers
Garley Apartments	1634 County Road B	11	1 paper 1 containers
2180 Haddington Road		5	1 paper 1 containers
Hamline Terrace	1360-1410 Terrace Drive	102	3 paper, 3 containers
2900 Highcrest Road		11	1 paper 1 containers
2950 Highcrest Road		12	1 paper 1 containers
Hillsborough Apartments	240-250 Grandview Avenue	86	1 paper, 1 container per station in
	2335-2345 Woodbridge Street	120	garage, 4 stations, caretakers bring
			carts to west parking garage
			entrance
Hilltop Apartments	160-170 Elmer Street	34	2 paper 2 containers
Karie Dale Apartments	2355-2393 Dale Street	44	1 paper, 1 containers per dumpster -
			two dumpsters
Lar Dale Apartments	655 Larpenteur Avenue	17	1 paper 1 containers
The Lexington	2755 Lexington Avenue	150	4 containers, 4 3 yd cardboard
			dumpsters
Lexlawn	1943 Lexington Avenue	17	1 paper 1 containers
Lexington Court	2192-2206 Lexington Avenue	52	1 paper, 1 containers per dumpster -

City of Roseville - Multi Family Complex Recycling Service Level

			two dumpsters
Lexington Twins	1890-1900 Lexington Avenue	22	2 paper 2 containers
Marion Apartments	195-221 Larpenteur	58	1 paper, 1 containers per building, weighted to prevent blowing over
	1720 Marion Street	29	
	1735, 1740, 1745 Marion Street	87	
1705 Marion Street		3	1 paper, 1 containers
1750 Marion Street		24	1 paper 1 containers
McCarrons Apartments	166-204 North McCarrons Boulevard	56	1 paper, 1 containers per dumpster - two dumpsters
161 McCarrons Street		11	1 paper 1 containers
161 Minnesota Avenue		6	1 paper 1 containers
Northwestern College Apartments	1610 Lydia Avenue	23	1 paper 1 containers
Talia Place	3020 Old Highway 8	11	1 paper 1 containers
Parkview Manor	2202-2210 Dale Street	34	3 paper, 2 containers
Palisades	535-570 Sandhurst Drive	330	1 paper 1 containers per building in garage 5 buildings
2125 Pascal	2125-2133 Pascal Street	22	1 paper 1 containers per building - two buildings
Riviera Apartments	885-965 Highway 36	32	1 paper 1 containers
Riviera Apartments	925, 965 W. Highway	64	1 paper 1 containers per building - two buildings
Rose Hill Estates	591-601 County Road B	35	2 paper 2 containers
	2194 Dale Street	17	
Rose Mall Apartments	2201-2221 Albert Street	54	15 carts total
	1430-1440 Commerce Street	36	
	2190-2220 Pascal Street	72	
Rose Park Apartments	2128-2136 Fry Street	22	2 paper, 2 containers
Rose Vista Apartments	1222-1238 Rose Vista Court	154	14 carts total
Rosedale Estates	2735-2855 Rice Street	360	16 carts total
Roselawn Apartments	1125 Roselawn Avenue	17	1 paper 1 containers
Roselawn Village	1074 Roselawn Avenue	22	2 paper 2 containers
Rosetree Apartments	655 Highway 36	48	2 paper 2 containers
Roseville Terrace	1759 Dunlap Street	18	1 paper 1 containers per building - two buildings
	1760 Fernwood Street	17	
Sienna Green	2225-2265 Snelling Avenue	120	1 paper, 1 container per building, 6 buildings
Sienna Green II	2275 Snelling Ave. N	46	2 paper 2 containers

City of Roseville - Multi Family Complex Recycling Service Level

1629 Skillman Avenue	1629-1635 Skillman Avenue	14	1 paper 1 containers
Snelling Terrace	2906-2930 Snelling Avenue	48	2 paper 2 containers
2980 Snelling Avenue	Northwestern College	17	1 paper 1 containers
2610 Snelling Curve		17	1 paper 1 containers
South Oak Apartments	1080 County Road D	25	1 paper 1 containers
Sun Place Apartments	1721 Marion Street	30	1 paper 1 containers
Terrace Park	1420 Terrace Drive	36	2 paper 2 containers in garage
Valley 8 Apartments	3050 Old Highway 8	85	1 paper 1 containers per dumpster - two dumpsters
Victoria Place	2250 Victoria Street	58	4 carts, 1 2 yd for cardboard
Apartments - Senior Housing Rental	Address	# units	# Carts
Applewood Pointe	1480 Applewood Court	94	1 paper 1 containers per floor - three floors - caretaker brings to driveway
Applewood Pointe - Langton Lake	1996 Langton Lake Drive	48	1 paper 1 containers per floor
Cherrywood Pointe	2996 Cleveland Ave	50	3 paper, 3 containers
Eagle Crest	2925-2945 Lincoln Drive	216	4 paper, 4 containers
Coventry Seniors Apartments	2820 Snelling Ave (109) 2775-2839 Asbury St (40)	149	10 carts
Greenhouse Village	1024 Larpenteur	102	8 carts - 4 of each
Heritage Place	563 County Road B W	50	2 paper 2 containers 3 yd cardboard dumpster
Rosepointe	2545-2555 Hamline Avenue	190	6 carts, 2 2-yd for cardboard
Roseville Seniors	1045 Larpenteur Avenue	127	3 paper, 3 containers
Rosewood Estates	2750 Victoria Street	106	2 paper, 2 containers
Sunrise Assisted Living	2555 Snelling Avenue N	77	6 carts
Villas at Midland Grove	1940 Fulham Street	32	1 paper, 1 containers each floor, 3 floors
Condominiums	Address	# units	# Carts
Bonaventure	3090 Lexington Avenue	30	3 paper, 2 containers
Executive Manor Condos	3153-3155 Old Highway 8	72	3 containers, 3 paper
Hamline House Condos	2800 Hamline Avenue	150	4 paper, 4 containers
Lake Josephine	3076 Lexington Avenue	23	3 carts of each
McCarrons Lake Condos	185 N McCarrons Blvd	42	3 carts of each

City of Roseville - Multi Family Complex Recycling Service Level

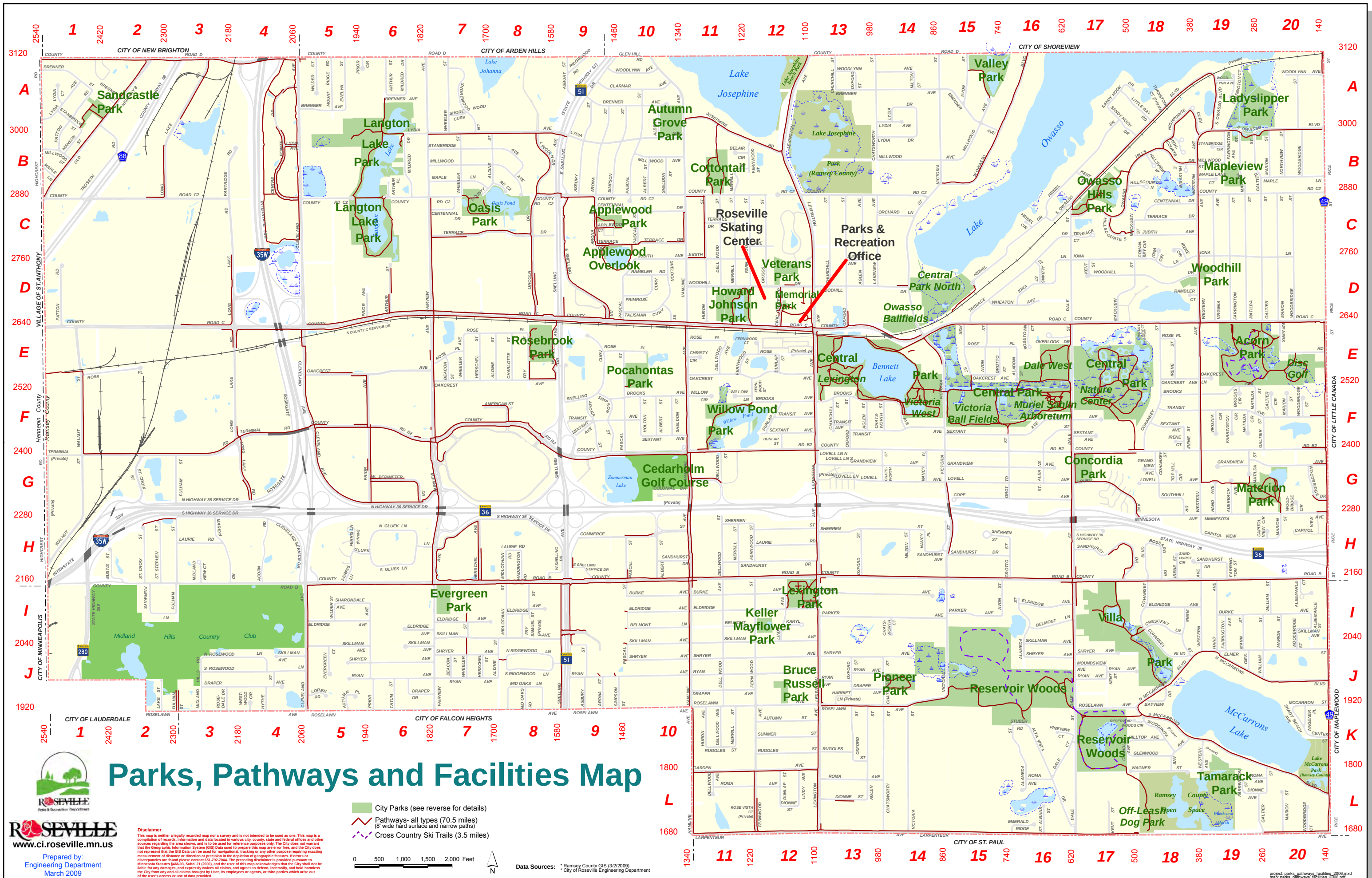
Midland Grove Condos	2200-2250 Midland Grove Road (private)	174	9 carts 3 4-yd for cardboard
Parkview Estate	2670-2700 Oxford Street	204	2 paper, 3 containers in each building - 4 buildings
Ramsey Square	2700-2730 Dale Street	192	1 paper, 1 containers per building, 4 buildings
Roseville Commons	2496 County Road C2 W	30	2 paper, 2 containers in garage
Rosewood Village	1620-1690 Highway 36	201	4 sets caretaker brings to tipping location on east edge of parking lot
Villa Park	500 County Road B	95	2 carts 1 2-yd for cardboard
Townhomes - Rental	Address	# units	# Carts
Roseville Townhomes	3085 Old Highway 8	40	2 containers, 1 paper dumpster per building, 2 buildings
Samuel Street (2086-2090)	2086 units 5-8, 2087 units 1-4, 2090 units 9-12	12	2 paper 2 containers
Mobile Home Parks	Address	# units	# Carts
Roseville Mobile Home Park	2599 Lexington Avenue	107	3 paper, 3 containers
Office Building	Address	# units	# Carts
State Farm Office Bldg	2201 Lexington	8	1 paper, 1 containers

2006 – 2014 Roseville Recycling Composition

Type of Material	2006	2007	2008	2009	2010	2011	2012	2013	2014
	% of Total Tonnage	% of Total Tonnage	% of Total Tonnage	% of Total Tonnage	% of Total Tonnage	% of Total Tonnage	% of Total Tonnage	% of Total Tonnage	% of Total Tonnage
Total Annual Tons	3,441	3,681	3,556	3,281	3,322	3,244	3,173	3,225	3,212
Papers									
News Mix	63.98%	56.46%	66.00%	61.65%	59.68%	51.53%	56.86%	54.40%	56.27%
Cardboard	6.71%	13.23%	4.50%	5.48%	7.34%	10.33%	9.09%	8.78%	8.59%
Boxboard	2.37%	7.60%	2.60%	5.48%	3.79%	7.04%	5.81%	2.54%	4.48%
Wet Strength	0.36%	0.10%	0.50%	0.00%	1.77%	0.46%	0.50%	0.58%	0.84%
Phone Books	1.33%	0.11%	0.10%	0.02%	0.12%	0.14%	0.28%	0.37%	0.00%
Milk Cartons & Juice Boxes	Not collected	Negligible	Negligible	Negligible	0.02%	0.03%	0.47%	0.07%	0.31%
Textiles	0.40%	Negligible	Negligible	0.02%	0.02%	Negligible	0.20%	0.09%	0.11%
Residual	0.24%	0.11%	0.50%	0.06%	0.07%	0.27%	0.19%	0.07%	N/A
TOTAL	75.40%	76.60%	74.20%	72.72%	72.81%	69.79%	73.40%	66.90%	70.60%
Containers									
Total Glass	14.89%	15.15%	16.70%	17.54%	17.31%	18.08%	16.94%	18.78%	17.58%
Steel Cans	2.64%	2.00%	2.40%	2.43%	2.65%	2.49%	2.38%	3.30%	2.09%
Aluminum	1.48%	1.10%	1.40%	1.40%	1.43%	2.10%	1.37%	1.99%	1.13%
Total Plastics	4.70%	4.01%	4.60%	5.75%	5.67%	6.94%	5.63%	7.29%	6.13%
Residual	0.89%	0.15%	0.70%	0.17%	0.12%	0.60%	0.28%	1.74%	N/A
TOTAL	24.60%	22.40%	25.80%	27.28%	27.19%	30.21%	26.60%	33.10%	26.93%
									2.47%

2015 Roseville Recycling Composition

Type of Material	Percentage
News Mix	54.08
Cardboard	7.35
Mixed Paper	4.38
Carrier Stock	0.74
Phone Books	0.00
Textiles	0.16
Aluminum Cans	0.98
Steel Cans	2.12
HDPE Natural	1.12
HDPE Col	1.00
PET	3.11
Tubs and Lids	0.66
Thermoform	0.20
Mix Glass	21.36
Milk Cartons/Juice Boxes	0.19
Residual	2.55
2015 Total Tonnage	3,305



Street Index (key to grid locator on city map)					
Acorn Rd N	H:4	Fisk St N	E:15	Mildred Dr N	A,B:6
Aglen Ave N	C,D:13	Fry St N	E-F:I:8	Millwood Ave W	B:7,8,10,13-15
Aglen St N	F,K:13	Fulham St N	G-J:2	Millwood St W	B:1,19
Aladdin St N	E:16	Galtier Cir N	F:20	Milton St N	A,H:14
Alameda St N	I,K:16	Galtier St N	B-D,F,L:19	Minnesota Ave W	G:18-20
Albemarle Ct N	I:20	Garden Ave W	K:11,12	Moundsview Ave W	J:17
Albemarle St N	I:20	Giesmann St N	I,J:19	Nancy Pl N	G,H:14
Albert St N	A,B,F,H:10	Glen Hill Rd W	A:10	Nature View Ct N (Private)	E:18
Aldine St N	B,E,J:7	Glenwood Ave W	K:17,18	Northview St N	B:20
Alta Vista Dr N	K,L:16	Gluek Ln W	H:5,6	Oakcrest Ave W	E:5-8,11,12,15,18
American St N	F:7,8	N Gluek Ln W	H:6	Oakcrest Ln W	E:19
Applewood Ct W	C:9	S Gluek Ln W	H:6	Old Highway 8 N	A,B:1,2
Arona St N	A-C,F,J:9	Grandview Ave W	G:13-16,18-20	Orchard Ln W	C:14
Arthur Pl N	B:6	Griggs St N	C,D:12	Overlook Dr W	E:16
Arthur St N	A:6,D:6	Grotto St N	E-H:15	Owasso Hills Dr W	B:18,C:17
Asbury St N	A,B,J:9	Haddington Rd N	H:8	S Owasso Blvd W	A-C:16-20
Auerbach Ave N	G:19	Hamline Ave N	A-L:10	W Owasso Blvd N	A,B:15-16
Autumn Pl W	J:5	Hand Ave N	G,I:19	Oxford St N	A,C-F,H,J,K:13
Autumn St W	K:12	Harriet Ln W (Private)	J:13	Parker Ave W	I:13-15
Avon St N	A,E,I:15	Heinel Cir W	C:16	Partridge Rd N	B:3,4
Bayview Dr W	J:18	Heinel Dr W	A-D:15-17	Pascal St N	A-F,H,J:10
Beacon St N	E,J:7	Herschel Ave N	H:7	Patton Rd N	A,B,D:1
Belair Cir W	B:11	Herschel St N	J:7	W Perimeter Dr W	G:6
Belmont Ln W	I:10,11,16	Highcourte N	B:18	Pineview Ct W	K:16
Bossard Dr N	H:18	Highcrest Rd N	A-B,G-H:1	Primrose Curv W	D:10
Brenner Ave W	A:5,6,9,10,13-15	Highpointe Curv N	A-B:18	Prior Ave N	B-G,I-J:5
Brenner Ct W	A:2	Hillscourte North W	B:18	Prior Cir N	A:5
Brenner St W	A:1	Hillscourte South N	C:17	Rambler Ct W	D:18
Brooks Ave W	F:8,9,10,12-14,18,19	Hillsvieview East N	B:18	Rambler Rd W	D:10
Brooks Cir N	F:19	Hillsvieview West N	B:18	Rice St N	A-L:20
Burke Ave W	I:10-14,19,20	Hilltop Ave W	K:17	N Ridgewood Ln W	J:8
Capitol View (Private)	H:20	Holton St N	F:10	S Ridgewood Ln W	J:8
Capitol View Ave W	H:19,20	Huron Ave N	K:11	Ridgewood Rd N	A:9
Capitol View Cir N	H:19	Huron St N	C-D:11	Roma Ave W	L:11-13,16,19
Centennial Dr W	C:7,9,10,18	Highway 35W N	A,B:4,G-H:1-4	Rose Pl W	E:1,2,7-12,15,16,18
Center St W	K:20	N Highway 36 Service Dr W	G:3-4,6	Rosedale Dr N	J:3
Centre Pointe Dr N	A-B:4	S Highway 36 Service Dr W	H:3-4,7-8,17	Rosegate	F-G:4
Chandler Ave N	K:17	Highway 88 N	A-C:1-3	Roselawn Ave W	J:2-14,17
Charlotte St N	E:8	Highway 280 N	H-J:1	Rosetown Ct N	E:16
Chatsworth St N	A,B,F,G,J,L:13	Hythe St N	J:4	Rose Vista Ct W (Private)	L:11
Christy Cir W	E:11	Iona Cir N	C:18	N Rosewood Ln W	J:3,4
Churchill St N	A,C,D,F:13	Iona Ln W	C-D:16-20	S Rosewood Ln W	J:3,4
Civic Center Dr N	D:12	Irene Cir N	C:18	Ruggles St W	K:11-13
Clamar Ave W	A:9,10	Irene Ct W	F:18	Ryan Ave W	J:5-7,9-13,17
Cleveland Ave N	A-F,I,J:4,G:4-6	Irene St N	E,F,H,I:18	St Albans St N	C,F,G,L:16
Cleveland Service Dr N	F-G:5,H:4	Josephine Rd W	B:11,12	St Croix St N	G,H:2
Cohansey Blvd N	H-J:18	Judith Ave W	C:10-13,18	St Stephen St N	H:2
Cohansey Cir N	C:18	Karyl Pl W	I:12	Samuel St N (Private)	I:8
Cohansey St N	E-G:18	Kent St N	B, D, J, I, L:17	Sandhurst Cir W	H:18
Colonial Dr W (Private)	G:10	Lake St N	J:2	Sandhurst Dr W	H:10-12,14,15,17,19
Commerce St W	H:9,10	Lakeview Ave N	C,D:13	Sandy Hook Dr N	A:17
Cope Ave W	G:15,16	Larpenteur Ave W	L:11-20	Sextant Ave W	F:9,10,12,15,16,18
County B Rd W	H:1-20	Laurie Rd W	H:3,8,12		
County B2 Rd W	F:4-20	Lexington Ave N	A-L:12		
County C Rd W	D:1-20	Lincoln Dr N	B-D:8		
County C2 Rd W	B:1-14	Lindy Ave N	I,L:12		
County D Rd W	A:1-7,12-16	Little Bay Rd N	A:17-18		
Crescent Ln W	I:18	Long Lake Rd N	A-F:3		
Dale Ct N	K:16	Loren Rd W	J:5		
Dale St N	C-L:16	Lovell Ave W	G:13-18		
Dellwood Ave N	H-L:11	Lovell Ln W (Private)	G:13		
Dellwood St N	C-E, G-H:11	N Lovell Ln W (Private)	G:13		
Dellwood St N (Private)	G:11	S Lovell Ln W (Private)	G:13		
Dionne Ave W	L:19	Lydia Ave W	A,B:1,4,6-14		
Dionne St W	L:12,13	Lydia Ct N	A:1		
Draper Ave W	J:3,4,11,13	Lydia Dr W	A,B:14		
Draper Dr W	J:6	Mackubin St N	C,D,J,L:17		
Dunlap St N	E,F,L:12	Manson St N	B:1		
Eldridge Ave W	I:5,7,8,10-12,16,18	Maple Ln W	B:1,7,8,20		
Elmer St W	J:19-20	Maple Lane Ct W	B:19		
Emerald Ridge W	L:16	Marion Rd N	H:3		
Eustis St N	E,H:1	Marion St N	B-I,L:20		
Evelyn St N	A:5	Matilda Cir N	F:19		
Evergreen Ct N	J:5	Matilda St N	B-D,F,G:19		
Fairview Ave N	A-J:6	McCarron St W	J:20		
Fairways Ln N	I:2	N McCarrons Blvd W	J:18-20		
Farrington Ave N	B, I:19	S McCarrons Blvd W	K,L:18-20		
Farrington Cir N	F:19	Merrill St N	B,C,H,K:11		
Farrington Ct N	A:19	Mid Oaks Ln	J:8		
Farrington St N	B-D,H,L:19	Mid Oaks Rd	J:8		
Fernwood Ave N	K-L:11	Midland Grove Rd N	H:4		
Fernwood Ct N	E:12	Midland Hills Rd N	J:3		
Fernwood St N	C-E,G-J:11	Midland View Ct N	H:3		
Ferris Ln N	H:5	Midlothian Rd N	H,I:8		

City Parks and Facilities		
Park	Acreeage	Map Ref
Acorn	44.25	E:19,20
Applewood Overlook	2.42	C:9,10
Applewood Park	2.09	C:9,10
Autumn Grove	6.61	A,B:10
Bruce Russell	1.93	J:12
Central Park	225.00	D:15,E:13-17,F:17
Concordia Park	4.75	G:17
Cottontail	6.40	B:11
Evergreen	3.94	I:7
Howard Johnson	9.05	D:11
Ladyslipper	16.52	A:19,20
Langton Lake	53.54	A-C:6
Lexington	8.45	I:12
Mapleview	3.26	B:19
Materion	8.51	G:19,20
Mayflower	2.26	I:12
Memorial Park		D:12
Oasis	14.44	B,C:7,8
Owasso Ballfields	4.37	D:14
Owasso Hills	8.51	B,C:17
Pioneer	4.71	J:14
Pocahontas	5.69	E:10
Reservoir Woods	109.75	J:15-16,K:17
Rosebrook	8.28	E:8
Sandcastle	3.37	A:1,2
Tamarack	6.46	K,L:19
Valley	10.61	A:15
Veterans	3.57	D:12
Villa	40.83	I,J:17,18
Willow Pond	14.76	F:11
Woodhill	2.63	D:19
Facility	Address	Phone Map Ref
City Hall	2660 Civic Center Dr	792-7000 D:12
Parks and Recreation Office	2660 Civic Center Dr	792-7006 D:12
Skating Center	2661 Civic Center Dr	792-7007 D:12
Brimhall Community Gymnasium	1744 County Road B W	638-1958 I:7
Central Park School Community Gym.	535 County Road B2 W	481-9951 F:17
Roseville Gymnastics Center	1240 County Road B2 W	635-1660 G:11-12
Cedarholm Golf Course	2323 Hamline Ave N	792-7011 G:10
Harriet Alexander Nature Center	2520 Dale St N	792-7012 F:17
Roseville Fire Administration*	2701 Lexington Ave N	792-7009 D:12
Roseville Police Department*	2660 Civic Center Dr	792-7008 D:12

*For all police or fire emergencies - dial 911

Park Name	Address	Total # of		Building/Field	Pathway	Service
		Carts	Parking Lot			
Acorn	2806 Cty Rd C W	17	2	2	13	Weekly
Applewood	2838 Arona St	1			1	Every other week
Applewood Overlook	2838 Arona St	1			1	Every other week
Autumn Grove	1365 Lydia Ave W	5	1	2	3	Every other week
Bruce Russell	1175 Roselawn Ave W	1		1		Every other week
Central Park - Dale East, HANC	2520 Dale St N	4	1	1	2	Weekly
Central Park - Dale West	2525 Dale St N	5	2	1	2	Weekly
Central Park - Lexington	2540 Lexington Ave N	24	2	4	18	Weekly
Central Park - North	816 Heinel Dr N	1			1	Weekly
Central Park - Victoria Ballfields	2490 Victoria St N	9	3	3	3	Weekly
Central Park - Victoria West	2495 Victoria St N	10			10	Weekly
Concordia	2394 Dale St N	2		2		Every other week
Cottontail	1281 Cty Rd C2 W	1			1	Every other week
Evergreen	1810 Cty Rd B W	6	1	1	4	Weekly
Howard Johnson	1260 Woodhill Dr	4	1		3	Every other week
Keller Mayflower	2070 Fernwood St	1		1		Every other week
Langton	1894 Cty Rd C2 W	8	4		4	Weekly
Lexington	2131 Lexington Ave N	7	1	1	5	Every other week
Mapleview	2917 Matilda St	2			2	Every other week
Oasis	1700 Cty Rd C2 W	5	1		4	Every other week
Owasso Ballfields	2659 Victoria St N	2	2			Weekly
Owasso Hills	593 Owasso Hills Dr	1			1	Every other week
Pocohontas	2540 Pascal St	2			2	Every other week
Reservoir Woods	1901 Alta Vista Dr	2			1	Every other week
Rosebrook	2590 Fry St	5	2	1	2	Every other week
Sandcastle	3060 Patton Rd	2	1		1	Every other week
Tamarak	1745 Farrington St	1			1	Every other week
Valley	3110 Avon St	2			2	Every other week
Veterans	1135 Woodhill Dr	2			2	Every other week
Villa	2055 Cohansey Blvd	5			5	Every other week
Willow Pond	1283 Cty Rd B2 W	1			1	Every other week
Total		139	24	20	95	

Attachment A - Proposal Content Checklist

Proposers must prepare six hard copies and one electronic copy of the submissions that follow the format and sequence specified in this RFP. Submission must be printed on 100% post-consumer recycled content paper and one electronic copy of the proposal formatted in Microsoft WORD on a USB flash drive.

Proposers shall complete and submit this checklist of items for inclusion in the proposal. Each item must be submitted on a separate page. This checklist may also be filled out electronically using the attached Form version.

Responsiveness (Pass/Fail)

The Contractor must submit the following in order to be considered responsive:

- ☐ Completed Proposal Submittal Form and Affidavit of Non-Collusion (Attachment B)
- ☐ Statement as to any litigation in the past five years within the State of Minnesota and the current status of that litigation
- ☐ List of firm's Principal Officers' names, and name, addresses and contact information (telephone, email, fax) for designated contact person
- ☐ A comprehensive cart rollout plan and schedule for the initial cart distribution (Section 5.04)
- ☐ Examples of monthly and annual reports (Section 6.01)
- ☐ Example of the Contractor's annual report and educational materials sent to MUD building owners (Section 6.03)
- ☐ A statement clearly specifying the location(s) of its recyclables processing facility (or subcontractor's facility) where material collected from the City will be delivered and / or processed (Section 7.01)
- ☐ Certification of end markets (Section 7.06)
- ☐ Examples of proposer's public education materials including education tags (Section 5.06 and 6.05)
- ☐ List of references – similar to what was previously submitted electronically
- ☐ Project Capability Plan (Attachment C)
- ☐ Project Community Values Capability Form (Attachment D)
- ☐ Pricing Forms (Attachment E)
- ☐ Value Added Plan (Attachment F)

Formatting Requirements

Contractor must follow the formatting requirements of the following Attachments.

- ☐ Project Capability Plan (Attachment C)
- ☐ Project Community Values Form (Attachment D)
- ☐ Value Added Plan (Attachment F)

In order to minimize bias, the attachments identified above must NOT contain any names that can be used to identify the Contractor. Templates of these Attachments in Word format are available for download.

Contractors are NOT allowed to re-create, re-format, or modify the Attachment templates (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.).

Attachment B

**PROPOSAL SUBMITTAL FORM
COMPREHENSIVE RECYCLING COLLECTION SERVICES**

**CITY OF ROSEVILLE
2660 CIVIC CENTER DRIVE
ROSEVILLE, MN 55113**

TO: Ryan Johnson
Environmental Specialist
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

Dear Sir:

- 1. The following proposal is made for Comprehensive Recycling Collection Services as described in the Specifications provided to the prospective contractors.
- 2. The undersigned certifies that the specifications contained herein have been carefully examined and understood and that at no time will misunderstanding of said specifications be pleaded.
- 3. In submitting this proposal, it is understood that the right is reserved by the City to reject any or all proposals and to waive any informalities and technicalities without explanation.
- 4. If a corporation, what is the State of Incorporation? _____
- 5. If a partnership, state full names of all co-partners: _____

- 6. The contractor, in compliance with the Notice Requesting Proposals for Comprehensive Recycling Services, hereby submits the following proposal:

Official Address:

Firm Name:

By: _____
Title: _____
Date: _____

**AFFADAVIT AND INFORMATION REQUIRED OF BIDDERS
(RFP SUBMITTERS)**

Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty of perjury:

- (1) That I am the proposer (if the proposer is an individual), a partner with the proposer (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);
- (2) That the attached proposal or proposals have been arrived at by the proposer, independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the request for proposals, designed to limit independent proposing or competition;
- (3) That the contents of the proposal or proposals have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal or official reviewing the proposal or proposals; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Firm Name: _____

Subscribed and sworn to before me this
_____ day of _____, 20____

Notary Public
My Commission expires _____, 20____

Attachment C

Project Capability Plan

This template must be used. The Project Capability Plan should identify the Contractor’s capability to meet the requirements for recycling service. The capability claims should be prioritized (list the most important claims first). The Contractor may add or delete Project Capability Claim table templates, but do not exceed the two-page limit. Do NOT include any identifying information in your Plan. Information listed under the “Documented Performance” line may describe where the Contractor has used the approach or solution previously, and what the results were in terms of verifiable metrics.

Project Capability 1 Claim: _____

Documented Performance: _____

Project Capability 2 Claim: _____

Documented Performance: _____

Project Capability 3 Claim: _____

Documented Performance: _____

Project Capability 4 Claim: _____

Documented Performance: _____

Project Capability 5 Claim: _____

Documented Performance: _____

Project Capability 6 Claim: _____

Documented Performance: _____

Attachment D

Project Community Values Capability

This template must be used. The Contractor must identify its capability to meet the Community Values:

- Collection Operations – which includes Clean and quiet; Impact on street (size and weight of trucks), Easy to participate, Flexibility to Comingle, More materials picked up – particularly plastics, Materials are efficiently recycled (local markets, highest and best use for material), Rewards for adding value, Multi-family dwelling recycling
- Resident and Community Engagement Efforts – which includes Voluntary expansion to businesses, Effective frequent education of residents – with measurement, Community involvement, Annual report that includes information on what happens to material, Outreach to low participating communities, Outreach using electronic communications
- Environmental– which includes Experience with Zero Waste events, Reduced carbon footprint, Education and Leadership on Environmentally Preferred Purchasing (EPP), Local vendor-terminal and MRF locations

The capability claims should be prioritized (list the most important claims first). The Contractor may add or delete Project Capability Claim table templates, but do not exceed the two-page limit. Do NOT include any identifying information in your Plan. Information listed under the “Documented Performance” line may describe where the Contractor has used the approach or solution previously, and what the results were in terms of verifiable metrics.

Community Values Capability 1 Claim: _____

Documented Performance: _____

Community Values Capability 2 Claim: _____

Documented Performance: _____

Community Values Capability 3 Claim: _____

Documented Performance: _____

Community Values Capability 4 Claim: _____

Documented Performance: _____

ATTACHMENT E

PRICE WORKSHEET

Instructions for Roseville RFP price worksheet

All proposers must fill out at least one proposal scenario price worksheet. Pages two and three may be filled out electronically using the attached Form version of this attachment. In addition, proposers also may complete the optional Additional alternate proposal scenario worksheet. Proposers may submit multiple scenarios.

Proposers may fill in the attached form or use their own in similar formats. However, the contents in the attached price worksheet must be included if alternative formats are submitted.

The basic revenue share formula outline within this RFP can be summarized as a portion of the Proposer's materials sales revenue from commodities less processing costs for these commodities. Alternative revenue sharing formula may be proposed. The City has a stated preference for using the specified published indexes as a means to simplify the accounting of proposed revenue share. Proposers can indicate from zero to 100 percent revenue share for percent of published price index. Thus, vendors can opt out of the revenue share component by simply inserting zero percent for the commodities for each scenario proposed. Alternate revenue sharing formula can be proposed, but these must be clear with examples for each alternate formula. Also, vendors proposing alternate revenue sharing formula must justify how the monitoring and accounting of the alternate formula will be at least as simple as the basic revenue share formula contained within this RFP.

The City will use the assumed tonnage and material splits in Exhibit C for calculating the net revenue share back to the City from all proposers. It is important to note that the City does not guarantee any minimum tonnage or any specific material splits. These are estimates only for purposes of this RFP and comparing the value of any revenue sharing proposals.

ATTACHMENT E – 1

CURBSIDE COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Curbside Collection Scenario – 3 Year Term

Contractor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Single Unit Dwelling per Month \$ _____ per SUD

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 2

CURBSIDE COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Curbside Collection Scenario – 3 Year Term

City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Single Unit Dwelling per Month \$ _____ per SUD

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 3

MULTI-UNIT DWELLING COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Multi-Unit Dwelling Collection Scenario – 3 Year Term Contractor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Multi-unit dwelling per Month \$_____ per MUD pull

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 4

MULTI-UNIT DWELLING COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Multi-Unit Dwelling Collection Scenario – 3 Year Term City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Multi-unit dwelling per Month \$_____ per MUD pull

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 5

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Adjacent to Parking Lots – 3 Year Term Contractor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per CART pull

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 6

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Adjacent to Parking Lots – 3 Year Term City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per CART pull

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 7

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Adjacent to Buildings (walk up) – 3 Year Term Contractor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per CART pull

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 8

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Adjacent to Buildings (walk up) – 3 Year Term City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per CART pull

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 9

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Trails & Pathways – 3 Year Term Contractor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per CART pull

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 10

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Trails & Pathways – 3 Year Term

City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per CART pull

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 11

CURBSIDE COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Curbside Collection Scenario – 5 Year Term

Contractor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Single Unit Dwelling per Month \$ _____ per SUD

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 12

CURBSIDE COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Curbside Collection Scenario – 5 Year Term

City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Single Unit Dwelling per Month \$ _____ per SUD

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 13

MULTI-UNIT DWELLING COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Multi-Unit Dwelling Collection Scenario – 5 Year Term Contractor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Multi-unit dwelling per Month

\$_____ per MUD pull

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 14

MULTI-UNIT DWELLING COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Multi-Unit Dwelling Collection Scenario – 5 Year Term City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Multi-unit dwelling per Month

\$_____ per MUD pull

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 15

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Adjacent to Parking Lots – 5 Year Term Contractor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per CART pull

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 16

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Adjacent to Parking Lots – 5 Year Term City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per CART pull

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 17

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Adjacent to Buildings (walk up) – 5 Year Term Contractor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per CART pull

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 18

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Adjacent to Buildings (walk up) – 5 Year Term City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per CART pull

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 19

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Trails & Pathways – 5 Year Term Contractor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per CART pull

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 20

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Trails & Pathways – 5 Year Term

City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per CART pull

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

Attachment F

Value Added Plan

Identify any options, ideas, alternatives, or suggestions to add value to this service. Include a short description of how it adds value to the project and identify if the items will increase or decrease cost or satisfaction. All cost impacts associated with these value added options must NOT be included in your base cost. You may add or delete rows if necessary, but do not exceed the two-page limit.

Item 1 Claim: _____
How will this add value? _____
Documented Performance: _____
Cost Impact: _____

Item 2 Claim: _____
How will this add value? _____
Documented Performance: _____
Cost Impact: _____

Item 3 Claim: _____
How will this add value? _____
Documented Performance: _____
Cost Impact: _____

Item 4 Claim: _____
How will this add value? _____
Documented Performance: _____
Cost Impact: _____

Item 5 Claim: _____
How will this add value? _____
Documented Performance: _____
Cost Impact: _____

Item 6 Claim: _____
How will this add value? _____
Documented Performance: _____
Cost Impact: _____

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 10-24-2016

Item No.: 14.e

Department Approval



City Manager Approval



Item Description: Roseville Deer Management

BACKGROUND

The City of Roseville, in conjunction with Ramsey County, has been completing aerial surveys of the deer population since 2004. The aerial surveys consist of a helicopter “fly over” after a fresh snowfall counting the number of deer seen. In addition to the deer tracking the Roseville Police Department, MN Highway Patrol and Roseville Public Works also track the number of cars hit by deer and carcass removal requests. Below are the results of the deer tracking in Roseville since 2004:

Year	Deer Survey	# of Car's Hit - Roseville PD	# of Cars Hit - MN Patrol	Deer Carcass Removal
2004	36	0	0	0
2005	N/A ¹	0	0	2
2006	15	0	0	3
2007	34	0	0	3
2008	44	3	0	5
2009	51	3	11*	6
2010	44	2	16*	3
2011	50	0	16*	5
2012	N/A ¹	0	15*	6
2013	57	3	9*	6
2014	61	1	0	10
2015	N/A ¹	5	9	11
2016	52	3	1	2

N/A¹ – No survey completed due to lack of snow

* – Includes all animals hit by vehicles, including deer

Based on the amount of habitat in Roseville it was determined by the Minnesota Department of Natural Resources (MNDNR) that our city can support a population of 15-19 deer.

In 2014, deer population concerns were raised, specifically in the Owasso area. The complaints have primarily been regarding:

- Damage to gardens and vegetation in resident's yards
- Tameness of deer
- Health concerns

In response to the growing concerns, Roseville adopted a Wildlife Management Ordinance in 2015. The ordinance included a feeding ban on wild animals typically found in Roseville. The feeding ban prohibits:

- Distributing one or more gallons of grains, vegetables, fruits, nuts, or hay within a 24-hour period is prohibited
- Having a salt lick at a location that regularly attracts wild animals is prohibited
 - o Note: The ordinance includes an exemption for small backyard bird feeders

Penalties for violating the feeding ban are a series of administrative fines, including \$100 for the first violation, \$200 for a second and \$300 for subsequent violations within a two-year period.

The Roseville Community Development Code Enforcement Officer enforces the feeding ban. Since the ordinance was enacted there have been six official complaints reported and followed up on.

The ordinance also allows for organized hunts to control the city's deer population, should the City Council determine a need based on deer population counts.

At the time the ordinance was adopted the Parks and Recreation Commission suggested to monitor the deer population for 2 years to understand the feeding ban's impact. However, there still appears to be community concern for the large numbers of deer in Roseville.

To help better understand potential control options, Parks and Recreation Staff worked with representatives from the; MNDNR, Ramsey County, Department of Agriculture (USDA) the Metro Bow Hunters Resource Base (MBRB) and Nuisance Animal Removal Service (NARS).

Based on the research the available options for deer control include:

1. Sharp Shooting

Specially-trained deer sharp shooters from the United States Department of Agriculture (USDA) are hired to come into a community with the purpose of removing a large amount of deer at one time. They are trained to shoot as efficiently and effectively as possible to minimize the possibility of the herd scattering, and to quickly dispatch deer and maintain safety to surrounding residents.

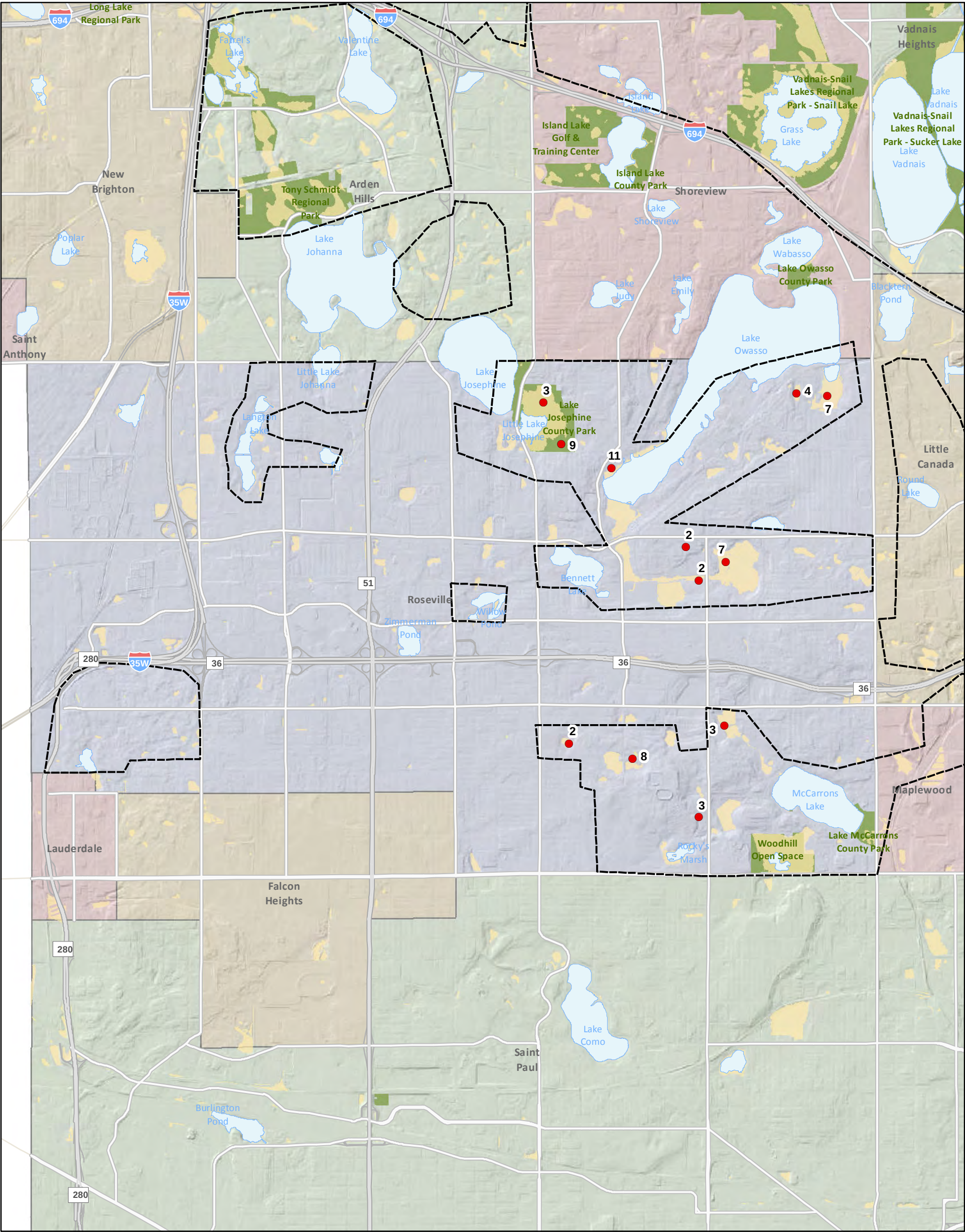
2. Bow Hunting

Through the Metro Bow Hunters Resource Base (MBRB) individual citizens can participate in urban archery hunts. During these hunts, hunters emphasize shooting antlerless deer in the hopes of reducing the number of does in the deer population.

59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80

81
82
83
84
85
86

Comparisons ▾	USDA - Sharpshooting ▾	MBRB - Bow Hunting ▾	NARS - Trapping ▾
Hunt Type	Gov. Agency. Deer Solution provided to Cities as a Govt. Service.	Sport	Bait and Cages used to Trap deer
Cost	20 Deer ~ \$6,600. Cost Recovery Only.	\$0	\$350.00/Deer
Population Reduction	Good - Not a sport. Effective Management Tool.	Fair - Sport	Fair - Removal Success Varies based on Trap Placement and Deer Tendencies
Reduction Rate	5 deer/night - Work until City identified removal number is reached.	Average 10+ Deer/Hunt	Varies Based on the Number of Traps
Deer Analysis	Yes - Blood Work (Disease & Overall Health), Fetus Tracking. Reports provided to City.	No	No
Potential Blood Trail	None. Deer fall immediately. Removed Humanely. Blood Clean-up provided by USDA.	100-300 Yards	Deer shot in trap. Removal provided by NARS.
Safety Incidents	0	0	0
Work Area	Car	Tree Stand	Cage & Car
Required Acreage	0	Varies by Topography	N/A
Time	Night Time - Tuesdays & Thursdays (Least Busy Hours)	Multiple Weekends	Varies
Require Parks Shutdown	No	Yes	No
Bait Used	Yes	No	Yes
Tools Used	223 Handgun (With Silencer), Thermal Imaging, Trail Cameras	Bow	22 Caliber (No Silencer)
Mark	1 Inch/100 Yards, Silencer on Gun	5 of 5 arrows in 4" target at 20 yards	No test needed due to close proximity of the animal
Meat Donation	Yes - City Decision	No - Bowhunter recovers and keeps meat	Yes - City Decision
Season	January 1 - March 31st	09/17/16 - 12/31/16	Depends on MNDNR Permit requests from City
Special Permit	Yes - MN DNR	No	Yes - MN DNR
Agreement Required	Yes	Yes	Yes
Police Dept.	USDA Creates Safety Plan with Police	MBRB Works with police to ensure safety.	Discharge permit issued from PD. PD Notified when traps are being checked via phone call.



Ramsey County Deer Survey 2014

Jan. 29, 2013 & Feb. 4 - 6, 2014

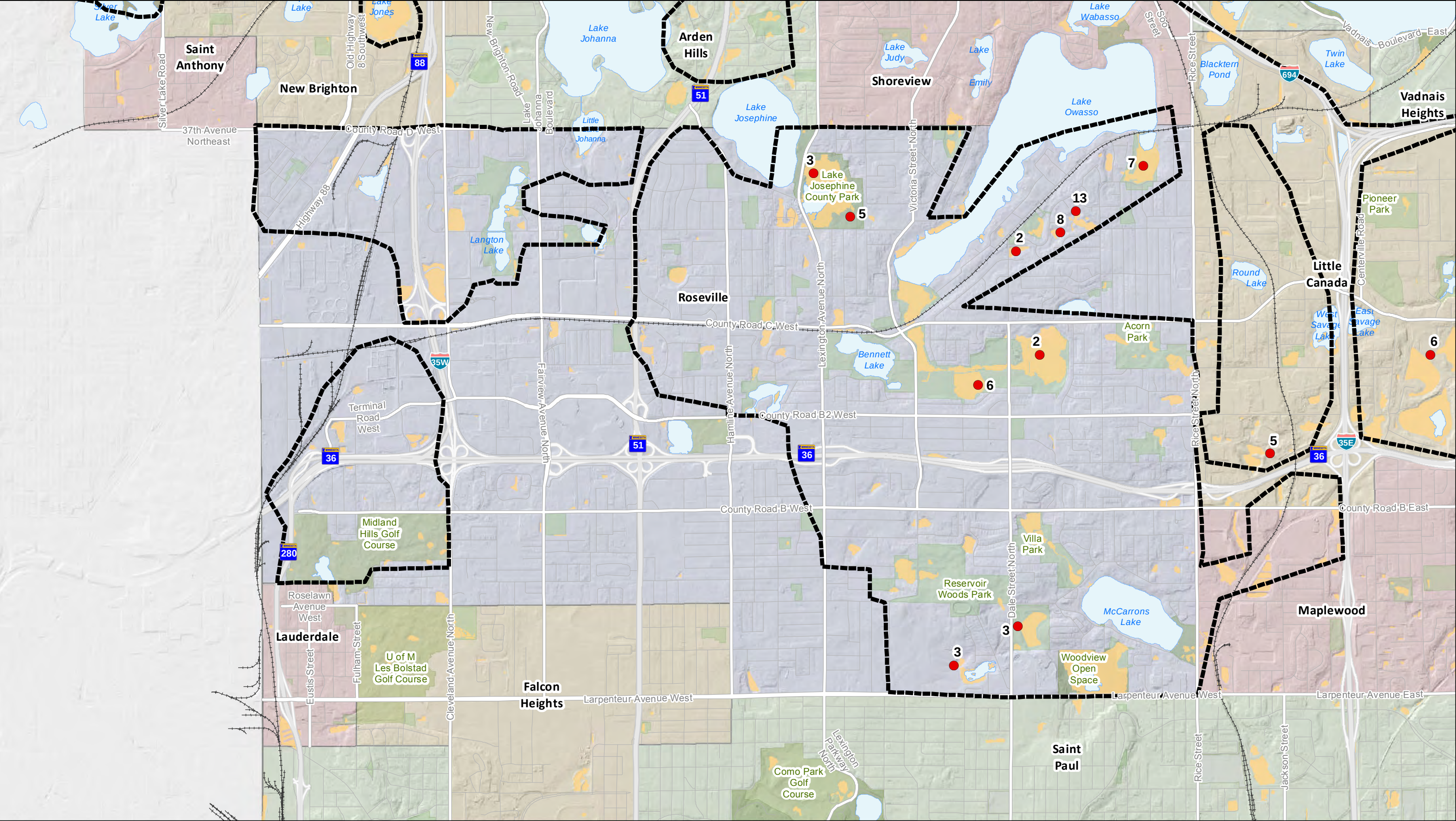
Survey Boundary

Wetlands

Ramsey County Parks Land



LOCATION	2014 DEER TOTALS
AAHATS	64
GEM LAKE	61
LITTLE CANADA	17
MAPLEWOOD	319
ROSEVILLE	61
SAINT PAUL	160
SHOREVIEW	96
VADNAIS HEIGHTS	105
WHITE BEAR LAKE	40
WHITE BEAR TOWNSHIP	60
TOTAL	983



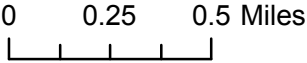
Deer Survey 2016 - Roseville
2-10-16

TOTAL - 52

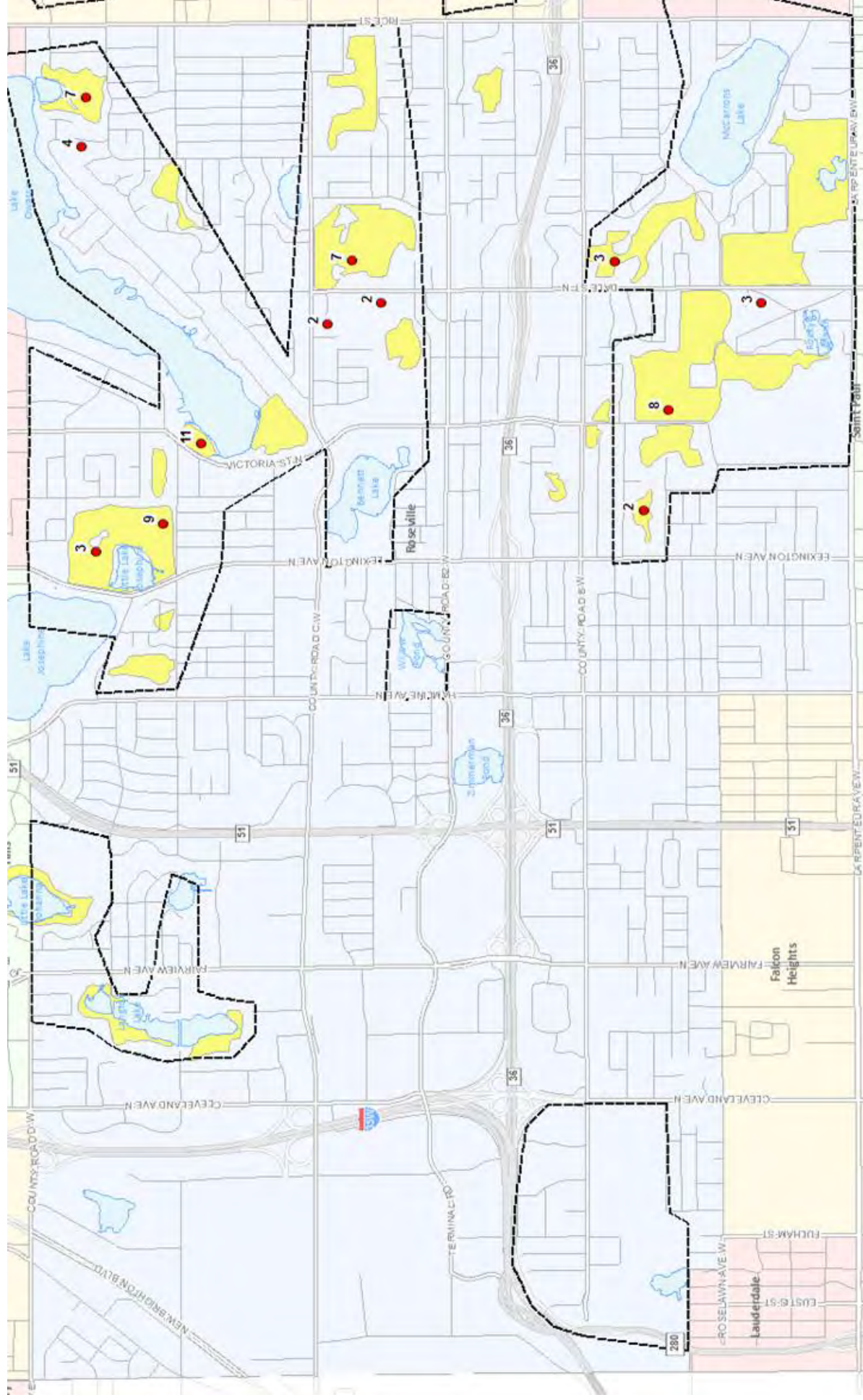
Deer

Survey Boundary

Wetlands



The yellow shaded areas are what make up the .77 square miles of Deer habitat in Roseville



City of Roseville
ORDINANCE NO. 1485

AN ORDINANCE CREATING

TITLE 4, CHAPTER 411

AN ORDINANCE RELATING TO THE MANAGEMENT OF WILDLIFE
IN THE CITY

THE CITY OF ROSEVILLE ORDAINS:

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

411.01: PURPOSE

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

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

411.02: DEFINITIONS

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

411.03: FEEDING OF WILD ANIMALS PROHIBITED

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

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

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

- 1. Persons maintaining incidental living food sources such as fruit trees and other live vegetation
- 2. Persons feeding common small backyard birds using self-enclosed feeding devices or containers at least 5 feet above the ground.
- 3. Persons that cannot physically place materials 5 feet or higher from the ground as long as they comply with the other standards contained in Chapter 411.03(B).

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

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

5. Persons bringing wildlife into Roseville for educational purposes.

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

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

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

411.04: DEER MANAGEMENT PLAN

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

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

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

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

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

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

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

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

411.05 SEVERABILITY

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

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

503.10 USE OF BOW AND ARROW

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

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

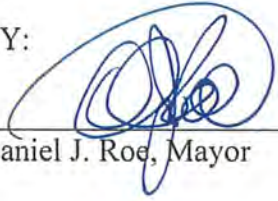
It is unlawful for any person to shoot a bow and arrow except: in a school program, on school grounds and supervised by a member of its faculty, a community class, a City Council authorized deer hunt pursuant to City Code Section 411.04, or on a bow and arrow range specifically authorized by the Chief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

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

Wildlife Management Ordinance

CITY OF ROSEVILLE

BY:



Daniel J. Roe, Mayor

ATTEST:



Patrick Trudgeon, City Manager

Seal

1
2
3 **City of Roseville**
4 **Deer Population Management Program and Policy**

5 **Purpose of Policy:**

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

12
13 **Scope**

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

16
17 **Deer Population Count**

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

21
22 **Suitable Deer Habitat**

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

28
29 **Removal of Deer**

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

34
35 The city must comply with DNR regulations regarding the removal of deer. This includes
36 receiving any applicable permits and removing deer during periods authorized by the DNR.
37 Removal methods must be approved by the DNR and must ensure the highest degree of
38 safety to residents.

39
40 **Vehicle/Deer Accidents**

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

43

44

45 **Educating Residents**

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

49
50 **Annual Report to City Council**

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

54
55
56
57 Approved by Roseville City Council: _____
58

Section 3 Wildlife Management

Introduction

There are several species of wildlife found within the RCPRD System that warrant population monitoring and, as appropriate, population management. For those species specific management plans will be developed. At this time White-tailed Deer have exceeded the available habitat and Canada Geese have exceeded the social tolerance. The RCPRD has developed specific plans for deer and goose management. Other species of wildlife, such as raccoon, beavers, turkeys and coyotes may occasionally become problems. The RCPRD will deal with these on an as needed basis. Control may include removal or harassment. The RCPRD will continue to research and use cost effective wildlife management control measures as they are developed

Deer Management

Background

In 1999, the RCPRD established a Cooperative Deer Management Program. Prior to that, the Cities of St. Paul and North Oaks, the Twin Cities Army Ammunition Plant and H.B. Fuller Company had been involved in deer management and reduction programs. These programs varied from occasional removal of a few deer to regular programs removing several hundred deer. Maplewood, St. Paul, Shoreview, and White Bear Township showed interest in receiving additional information and/or assistance on deer management issues.

The RCPRD properties are the main blocks of land within the county that can support deer populations. Moderate deer browse damage is noticeable in most properties. Moderate to severe rub damage on new plantings is common in Snail Lake Regional Park and Tamarack Nature Center. The Aerial Deer Surveys starting in 1999 (in RCPRD Natural Resources files), conducted by RCPRD, originally showed four areas with a potential need for some control. The areas included Turtle Creek Open Space, Poplar Lake Open Space, the Otter Lake and Tamarack portions of Bald Eagle - Otter Lake Regional Park, and Pigs Eye/Battle Creek (including Maplewood south of I-94). The density of deer in and around these sites exceeded 50 deer per square mile. The Vadnais - Snail Lakes Regional Park also approached that level. The Minnesota Department of Natural Resources normally recommends a density of less than 25 deer per square mile. Studies have shown that

RAMSEY COUNTY PARKS AND RECREATION DEPARTMENT

densities above that level leads to vegetation damage. The number of areas with high deer densities has increased over the years to include most parks with natural habitats.

The RCPRD has used archery as its main deer control tool. Hunts have been conducted at 11 locations. Records of these hunts are on file at the RCPRD. Sharpshooting was used once in the South Maplewood/Highwood area. This was a cooperative program with the Cities of St. Paul and Maplewood.

Objectives

The objectives of the Cooperative Deer Management Program are:

1. To maintain a deer herd at levels that will not affect the diversity of plants in the parks or alter the rate of natural succession.
2. To assist the municipalities in reducing deer/car collisions and other local deer complaints.
3. To maintain a deer herd at a level that minimizes damage to landscape plantings on County property.
4. To maintain a healthy deer herd on those sites large enough to sustain them.



White Tailed Deer in Battle Creek

Deer Management Options

There have been a number of deer management options offered over the years (McAninch, J.B. (ed). 1995). Some management options are not feasible in Ramsey County and have not been included in this plan. The following options give a range of techniques to address different population levels. The options outlined below will involve the full participation of the surrounding cities.

1. **Controlled Archery Hunts during Normal Season.** In areas with moderate browse and a record of complaints and or deer/car collisions, general archery hunting could be used. The Metro Bow Hunters Resource Base (MBRB) can provide qualified hunters to hunt specific park sites. Special restrictions can be imposed to limit the times of hunting and the taking of bucks. The hunting period would extend over a number of weeks with low numbers of hunters in the field at any one time. This kind of hunt is preferred because it is generally non-disruptive, low-cost and involves low-staff time. These hunts are also effective on small (<200 acres) parcels. Sites are posted with signs informing users that a hunt is in progress and the site may or may not be closed to other activities. The cities provide special permits or give standing authority to the RCPRD for these hunts. The cost of this type of hunt are minimal.
2. **Special Permit Archery Removal after the Normal Season.** This is a method where the deer are hunted at specific baited sites. This technique is used outside of the regular hunting season. Special permits from the Minnesota Department of Natural Resources are needed, as well as approval from the cities. The areas around the shooting sites need to be closed. Harvested deer would have to be turned over to the Minnesota Department of Natural Resources. This option needs sites with buffers of 100 yards or more.
3. **Firearm Sharpshooter Removal.** Sharpshooting is an expensive technique involving law enforcement personnel or contracting with a deer removal company. Special permits from the Minnesota Department of Natural Resources are required, as well as approval from the cities. The areas around the shooting sites need to be closed. Harvested deer would have to be turned over to the Minnesota Department of Natural Resources. Animal rights groups have accepted this technique as a humane method of removing deer. Sharpshooting can be safely done on small (<20 acres) parcels. Complaints about the safety and noise can arise, but using trained marksman and silencers can minimize these concerns. This is a high cost, potentially high staff and high profile removal option. Removal costs are a minimum of \$200.00 per deer, in 2005 dollars.

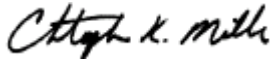
Deer Management Partners

Deer Management activities are conducted in partnership with numerous agencies and municipalities. Current contacts are maintained in the RCPRD Natural Resources files.

REQUEST FOR COUNCIL ACTION

Date: 10/24/2016
Item No.: 15.a

Department Approval



City Manager Approval



Item Description: Request to Amend City Code Chapter 304: Lawful Gambling

BACKGROUND

In a letter dated October 4, 2016, the Roseville Area Youth Hockey Association (RAYHA) issued a formal request for the City to consider amending City Code Chapter 304: Lawful Gambling; to allow local non-profit organizations to have up to three separate locations within city limits to conduct lawful gambling activities. The current Code allows for only two locations. A copy of the letter is included in *Attachment A*.

Currently, RAYHA conducts lawful gambling activities at the Bingo Hall (2525 Snelling Avenue) and Grumpy's Restaurant (2801 Snelling). They are interested in adding a third location at Joe Senser's Restaurant at 2350 Cleveland Avenue. Lawful gambling activities includes bingo, pulltabs, raffles, paddlewheels, and tipboards.

When Chapter 304 was originally conceived in 1992, the number of permitted locations for each non-profit organization was limited to one. The purpose of this limitation was to ensure that no single organization would receive a disproportionate share of the lawful gambling income that might be derived within the community. The prevailing theory was that if organizations were allowed multiple sites, they could effectively deny other Roseville based non-profits the opportunity to raise monies through lawful gambling. Especially considering that the Code further established a maximum of eight lawful gambling locations in the city.

The modern-day validity of this concern was discussed in 2011 when the City Council, at RAYHA's request, agreed to amend the Code to allow each organization up to two locations. Prior to enacting the change, the Council instructed Staff to solicit input from existing lawful gambling licensees regarding the proposed change. At that time there was no opposition.

Summary of Lawful Gambling Proceeds

In an effort to provide the Council with a broader perspective on the amount of lawful gambling monies being raised, Staff has prepared the following tables depicting the proceeds (income) from 2015 and 2011 respectively.

<u>Organization</u>	<u>Location</u>	2015 <u>Proceeds</u>	% of <u>Total</u>
B-Dale Club	B-Dale Club	\$ 240,815	1.7%
MN Brass	Joe Senser's	530,854	3.8%
Destination Education	Ol' Mexico	1,046,849	7.5%
VFW	VFW	1,309,777	9.4%
American Legion	American Legion	1,455,712	10.4%
Midway Speedskating	Bingo Hall	3,488,256	24.9%
RAYHA	Bingo Hall, Grumpy's	5,911,963	42.3%
		<u>\$ 13,984,226</u>	

<u>Organization</u>	<u>Location</u>	2011 <u>Proceeds</u>	% of <u>Total</u>
B-Dale Club	B-Dale Club	\$ 147,965	1.4%
NSYA	Ol' Mexico	238,512	2.3%
MN Brass	Joe Senser's	412,535	4.0%
VFW	VFW	1,069,502	10.4%
American Legion	American Legion	1,395,851	13.6%
Midway Speedskating	Bingo Hall	3,398,655	33.0%
RAYHA	Bingo Hall	3,638,250	35.3%
		<u>\$ 10,301,270</u>	

As shown in the tables, total lawful gambling proceeds rose from \$10.3 million in 2011 to \$14.0 million in 2015, an increase of 36%. It should be noted that the majority of these proceeds are used to pay for prizes, federal state and local taxes, rent, compensation, etc. On average, only about 6% of all proceeds are retained for organizational programs.

City Staff will be available during the meeting to address any Council inquiries.

POLICY OBJECTIVE

Not applicable.

FINANCIAL IMPACTS

Not applicable.

STAFF RECOMMENDATION

Not applicable.

REQUESTED COUNCIL ACTION

Staff is seeking guidance on whether the Council is supportive of amending City Code Chapter 304. If support exists, Staff will draft an ordinance for Council consideration at a subsequent meeting.

Prepared by: Chris Miller, Finance Director

Attachments: A: Letter from RAYHA Requesting an Amendment to Chapter 304: Lawful Gambling
B: City Code Chapter 304: Lawful Gambling

October 4, 2016

The Honorable Dan Roe, Mayor of Roseville
and Members of the Roseville City Council
Roseville City Hall
2660 Civic Center Drive
Roseville, MN 55113

Dear Mayor Roe and Members of the City Council:

We are writing to respectfully request a change to City Code Chapter 304, Section 304.02, Paragraph A. This paragraph currently reads:

No organization licensed pursuant to Minnesota Statutes Chapter 349 may conduct lawful gambling at more than two locations within the city, except any organization that does not conduct bingo and has prior to April 1, 1992, operated lawfully at more than one location, may continue to operate at the locations licensed as of that date. (Ord. 1138, 4-25-1994) (Ord. 1412, 7-11-2011)

We would like to request that the number of locations where an organization is allowed to conduct lawful gambling be changed to three.

As you are aware, The City of Roseville Rec department does not offer hockey as a rec sport opportunity for our youth. The Roseville Area Youth Hockey Association (RAYHA) directly benefits the City of Roseville. We are a true Roseville-based charity with the majority of our donations being spent directly in the City of Roseville.

As a result of our gambling operations RAYHA has been able to introduce many outstanding programs including the 1st Skate Program. <http://www.rosevillehockey.org/page/show/2047240-1st-skate-program> This program is specifically designed for kids & families who are unfamiliar with (or completely new to) hockey, and as we know the demographics of the City have changed dramatically in the past 5 years. In this program, RAYHA covers all the basics, and keeps the focus on FUN! The cost is only \$25 and each player is provided a set of equipment to use during the program. We have 60 kids signed up this year.

In addition, RAYHA provides an equipment loaner program to those in need of equipment and also provide scholarships where needed. In addition with the help of Matt Johnson, RAYHA started utilizing the outdoor rinks as a way of containing costs and introducing families to Roseville's great park system.

We feel this change would be a great benefit for all as it would help ensure that any money earned in Roseville would stay in our community and help the people of our community.

Sincerely,

April Borash, Gambling Manager
Roseville Area Youth Hockey Association

CHAPTER 304 LAWFUL GAMBLING

SECTION:

- 304.01: Lawful Gambling Permitted
- 304.02: Number of Licenses and Permits
- 304.03: Approval of Licenses
- 304.04: Contributions
- 304.05: Law Enforcement and Administrative Costs
- 304.06: Gambling Exempt from State Licensing Requirements
- 304.07: Video Games of Chance

304.01: LAWFUL GAMBLING PERMITTED:

Lawful gambling as regulated in Minnesota Statutes Chapter 349 is permitted in the City if the organization conducting such activities meets the following criteria:

- A. Is licensed by the Minnesota Gambling Control Board.
- B. Is a tax exempt organization pursuant to 501(c) of the Internal Revenue Code or has a 501(c) application pending with the Internal Revenue Service.
- C. Maintains an address within the City.
- D. Has been in existence at least three consecutive years prior to the date it begins its gambling operations.
- E. Complies with all of the provisions of this Chapter. (Ord. 1114, 8-24-1992)

304.02: NUMBER OF LICENSES AND PERMITS:

- A. No organization licensed pursuant to Minnesota Statutes Chapter 349 may conduct lawful gambling at more than two locations within the city, except any organization that does not conduct bingo and has prior to April 1, 1992, operated lawfully at more than one location, may continue to operate at the locations licensed as of that date. (Ord. 1138, 4-25-1994) (Ord. 1412, 7-11-2011)
- B. The maximum number of bingo hall licenses and locations issued pursuant to Minnesota Statutes Chapter 349 within the City shall be one. Once the bingo hall license is issued by the City, it shall be limited to the location and to the owner specified on the license. Any change of location or ownership without the approval of the City shall result in the termination of the license. (Ord. 1244, 12-18-2000) (Ord. 1412, 7-11-2011)
- C. The maximum number of licensees conducting gambling at the bingo hall license location described in subsection B of this section shall be five.
- D. The maximum number of premises permits issued pursuant to Minnesota Statutes Chapter 349 in addition to one bingo hall license described in subsection A of this section shall be eight. Except as provided in subsection E of this section the gambling allowed at those locations shall be confined to pull-tabs, paddlewheels, raffles, and tipboards as defined and

regulated under Minnesota Statutes Chapter 349. (Ord. 1412, 7-11-2011)

- E. An organization in existence and qualified under section 501(c)7 or section 501(c)19 of the internal revenue code and which had its principal place of business or place of conducting meetings in the City prior to and continuing since 1980 may be granted a premises permit to conduct all lawful gambling operations on their own premises.
Such organizations are not eligible for a bingo hall license as provided in Minnesota statutes section 349.164 and may conduct gambling activities or bingo only on their own property. (Ord. 1138, 4-25-1994) (Ord. 1412, 7-11-2011)

304.03: APPROVAL OF LICENSES:

- A. Required Documentation: Any organization applying to the Gambling Control Board for a premises permit, bingo hall license or for the renewal of the same to conduct lawful gambling in the city shall, within ten days of making such application, file the following with the City:
1. Application: A duplicate copy of the Gambling Control Board application along with all supporting documents submitted to the Gambling Control Board.
 2. Corporate Documents: A copy of the Articles of Incorporation and Bylaws of the organization.
 3. Officers and Directors: The names and addresses of all officers and directors of the organization.
 4. Written Procedures: A copy of the organization's written procedures and/or criteria for distribution of funds derived from lawful gambling, its standardized application form and its written fiscal control procedures.
 5. IRS Exempt Letter: A copy of the Internal Revenue Service's tax exempt letter.
 6. Felony Conviction: Confirmation that no employee or principal officer of the organization has been convicted of a felony. No employee or organization whose principal officers or employees have a felony conviction shall be employed or retained in a gambling-related activity by any permitted organization.
 7. Investigation Reports: A copy of all records, all testimony or other information submitted to the State of Minnesota or Federal Government as part of any previous or current investigation or inquiry on any matter related to gambling.
- B. Investigation: Upon receipt of the materials required by subsection A of this section, and not later than 60 days from receipt of notice from the Gambling Control Board, City staff shall investigate the applicant and based upon said investigation, the City Council shall act on the application.
- C. Resolution: The action of the City Council to approve an application for a premises permit or bingo hall license within the city shall be by resolution. Failure to receive a majority affirmative vote of the City Council shall constitute a denial of the application.
- D. Additional Documents: Copies of any other reports or documents which are required to be subsequently filed by such organization with the Gambling Control Board, including monthly financial statements, shall be filed with the City within ten days of filing such materials with the Gambling Control Board.
- E. Compliance: to assure compliance with this Chapter, the City may require a premises permit holder or bingo hall licensee to provide copies of records as allowed under Minnesota Statutes. (Ord. 1327, 10-10-05)

- F. Suspension: Approval of a premises permit issued by the City under any part of this Chapter may be suspended by the City for violation of Chapter or revoked or any renewal delayed, for failure to meet the qualifications set out in subsection A or a willful violation of any part of this Chapter or a failure to comply, for any reason, with any provision, guarantee or claim made in an applicant's original license application to either the City or the State of Minnesota.
- G. Liability of City: No license or permit issued by the City grants the licensee a property right or entitlement to the license or permit. The City may not issue, renew nor revoke the license or permit for any reason and will not incur liability for any damages including, but not limited to, direct, consequential or incidental damages, deprivation of property, loss of income, loss of profits or loss of livelihood.
- H. Employment of Certified Public Accountant: All organizations conducting Bingo at the Bingo hall in the City shall use a certified public accounting firm for all accounting, bookkeeping and tax preparation services related directly to lawful gambling and charged as an allowable expense of the gambling operation. All agreements providing for such services shall be in writing and shall be submitted to the City as part of the application for review by the City to determine compliance with local and State regulations and laws. Any such agreements entered into or modified after issuance of a license or permit shall be filed with the City prior to the new agreement or modification becoming effective. The initial approval and the continuance of a license or permit are contingent upon such agreements complying with this Chapter and State statutes and regulations. (Ord. 1412, 7-11-2011)
- I. Management: All licensees and permittees in the City will assure continuous and active management of the gambling operation and will not delegate managerial responsibilities, will work continuously to operate in the most efficient manner to increase the amount of available lawful proceeds, will maintain the lowest possible costs and will encourage and use volunteers to the fullest extent possible. (Ord. 1114, 9-24-92)

304.04: CONTRIBUTIONS:

- A. Each organization conducting lawful gambling within the City shall contribute at least 10% of its net profits derived from lawful gambling in the City to a fund administered and regulated by the City. The City then shall make disbursements to the Roseville Community Fund, administered by the North Suburban Community Foundation, a Minnesota nonprofit corporation. This contribution shall be for the purposes defined in Minnesota Statutes Chapter 349. The City's directive to the Roseville Community Fund, administered by the North Suburban Community Foundation, as to the use of the funds shall be made at the time of the City's adoption of its annual budget or any amendments thereto. (Ord. 1327, 10-10-05) (Ord. 1412, 7-11-2011)
- B. Each organization conducting lawful gambling shall expend or contribute a minimum of 75% of its net profits from Roseville gambling sites by the end of each premises permit year. The remaining percentage may be carried over to the subsequent permit or license year. The City Council may grant a variance authorizing the organization to carry over more than 25% of all its net profits for expenditure in the subsequent permit or license year.
- C. In the event any organization contributes to the City any sum in excess of the 10% as required in subsection A above, said funds will be deposited and allocated to the Roseville Community Fund, as administered by the North Suburban Community Foundation. In the event the Roseville Community Fund, as administered by the North Suburban Community

Foundation is in any way unable to receive the allocated funds as set forth in subsection A above, the funds will be deposited in an interest bearing escrow account in a bank located in the City and allocated to uses by further order of the City Council. (Ord. 1114, 9-24-92) (Ord. 1412, 7-11-2011)

304.05: LAW ENFORCEMENT AND ADMINISTRATIVE COSTS:

All organizations conducting lawful gambling within the City shall, within 30 days of the end of each month, pay to the City an amount equal to 3% of the gross receipts from lawful gambling conducted in the City in such month, less amounts actually paid for prizes, to cover the City's law enforcement and administrative costs in regulating lawful gambling. (Ord. 1114, 9-24-92)

304.06: GAMBLING EXEMPT FROM STATE LICENSING REQUIREMENTS:

- A. Organizations which conduct lawful gambling which is exempt from State gambling licensing requirements may conduct such gambling within the City upon receipt of a permit from the City, except this requirement does not apply to door prizes or raffles and bingo where total prizes are less than \$1,500 in a calendar year. (Ord. 1327, 10-10-05)
- B. An application for such a permit, along with a fee as prescribed by the Fee Schedule, shall be made at least 30 days prior to the date such gambling is to be conducted. The application shall contain the following:
 - 1. The name of the organization.
 - 2. The address of the organization.
 - 3. The place where such gambling will occur.
 - 4. The total prizes to be awarded.(Ord. 1327, 10-10-05)
- C. Within 30 days of filing any reports with the Gambling Control Board, the organization shall file a copy of such reports with the City.
- D. The provisions relating to law enforcement and administrative costs set forth in Section 304.05 shall not apply to gambling permitted pursuant to this Section. All other provisions of this Chapter apply to such organizations. (Ord. 1114, 9-24-92)

304.07: VIDEO GAMES OF CHANCE:

"Video games of chance", as defined by Minnesota Statutes, are prohibited in the City. (Ord. 1114, 9-24-92)