

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 9/24/2012

Item No.: 12.c

Department Approval



City Manager Approval



Item Description: Accept Wal-Mart Security Agreement

BACKGROUND

At its July 9, 2012, regularly scheduled meeting the Roseville City Council approved the preliminary plat of Twin Lakes 2nd Addition with the following condition (among others):

CONDITION #12 (REVISED)

Amendment to the original motion by the addition of Condition #12 that: "Wal-Mart Real Estate Business Trust shall agree to enter into a Development Agreement satisfactory to the City, which includes a provision that for one (1) year, Wal-Mart will pay for any law enforcement costs associated with services provided to their operations in excess of a base line of three hundred (300) calls per annum; with a review of that data after one (1) year for any potential adjustment.

At its July 23, 2012, regularly scheduled meeting the Roseville City Council approved the final plat and development agreement of Twin Lakes 2nd Addition with the following amendment to Attachment B of the Development Agreement (line 180 of Subpart a.):

"...communicate with the Police Department- [, and which also includes a cost-sharing proposal relevant to law enforcement costs associated with the development, which proposal is acceptable to the City Council.]"; with the remainder of the language to remain ensuring that the City Council majority determines if the Plan remains in place and is serving its intent.

Since the conditions have been added to the development agreement the Police Department has met with Wal-Mart officials on several occasions. The attached "Security Plan for the Roseville Wal-Mart Store", Attachment A to this RCA explains the end result of the meetings. The security plan has been reviewed by the City Attorney.

The off-duty officer presence required as part of the Security Plan will add to the level of public safety at Wal-Mart and not deter Wal-Mart officials from calling the Police Department because of a fear of monetary penalties. The off-duty officer will be in a position to process many crimes and other public safety tasks that take place at Wal-Mart and not burden the on-duty officers.

Police staff feels the Security Plan, along with Wal-Mart's current building and staffing practices related to parking lot lighting and security, on-site asset protection, etc., allow for public safety concerns to be met.

30 Police staff has consulted with the city attorney and research of current applicable state laws allow for
31 three options to fund increased public safety costs related to redevelopment or commercial areas:

32 1. Increase the city tax levy to support the costs

33 2. Special Service District- MN Statute 428A- this option requires the consent of at least 25
34 percent of the owners of the land *and* owners of 25 percent or more of the net tax capacity of
35 property subject to the district. This option was attempted in Burnsville along County Road 42
36 several years ago and did not reach success.

37 3. Voluntary agreement by the property in question as in this case before the Council

38 **POLICY OBJECTIVE**

39 The Security Plan Agreement has been written to fulfill the development agreement condition
40 regarding law enforcement costs. The proposed security plan along with Wal-Mart's current building
41 and staffing practices related to parking lot lighting and security, on-site asset protection, etc., will
42 meet public safety concerns and provide partial funding of law enforcement costs.

43
44 **FINANCIAL IMPACTS**

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46 There is no cost to the city at this time.

47 **STAFF RECOMMENDATION**

48
49 Authorize the City Manager, Mayor and Chief of Police to enter into an agreement entitled "Security
50 Plan for the Roseville Wal-Mart Store" between the City of Roseville and Wal-Mart Stores, Inc. as
51 contained in Attachment A of this report.

52
53 **REQUESTED COUNCIL ACTION**

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55 Motion to authorize the City Manager, Mayor and Chief of Police to enter into an agreement entitled
56 "Security Plan for the Roseville Wal-Mart Store" between the City of Roseville and Wal-Mart Stores,
57 Inc. as contained in Attachment A of this report.

58
59 Prepared by: Rick Mathwig, Chief of Police

Attachments: A. Security Plan for the Roseville Wal-Mart Store

SECURITY PLAN FOR THE ROSEVILLE WAL-MART STORE

This Memorandum of Understanding is entered into by and between Wal-Mart Stores, Inc. ("Wal-Mart") and the City of Roseville, a Minnesota municipal corporation ("City"), as of the latest of the dates of the signatures of the parties below.

On July 23, 2012, the Roseville City Council approved the final plat of Twin Lakes Second Addition in the City of Roseville (the "Property"). One of the conditions of approval requires Wal-Mart and the City enter into a Security Plan approved by the Roseville Police Chief that identifies and incorporates on-site technology, personnel, and practices to improve security, minimize losses, and better communicate with the Police Department, and includes a cost sharing arrangement acceptable to the Roseville City Council pertaining to law enforcement costs associated with the Property (the "Store").

Representatives of Wal-Mart and the Roseville Police Department have met on several occasions to discuss Wal-Mart's standard facility protection plans and procedures. Police Chief Rick Mathwig has had an opportunity to tour other Wal-Mart Stores in the metropolitan area. On the basis of these discussions, Wal-Mart and the City agree to the following Security Plan:

1. Term; Early Termination. For purposes of Paragraphs 2 and 3, the term shall commence on the day the Store first opens to the general public and shall terminate on the three-year anniversary of the said opening (the "Term"). Notwithstanding the foregoing, if the City of Roseville Police Department hires one or more additional police officers to be assigned to specialize in commercial or retail areas of the City, Wal-Mart's obligation under Paragraphs 2 and 3 shall terminate on the date when the commercial/retail officer finishes training and begins providing services. The City shall provide Wal-Mart with at least 30 days' notice of the date when the new commercial/retail police officer is due to begin providing police services.
2. Off-Duty Officer. During the Term, Wal-Mart shall retain, at its sole cost from its customary security service providers, at least one off-duty police officer to provide police and security services at the Store. At minimum, an off-duty officer shall provide security services to the Store not less than 1,248 hours per year during the Term. To the maximum extent possible, the off-duty officer's hours shall be scheduled to provide continuity of off-duty coverage at the Store throughout the year.
3. Computer; IT Specifications. Prior to the commencement of the Term, Wal-Mart shall reimburse the Roseville Police Department for the City's actual costs of purchasing a laptop computer to be dedicated for Roseville Police use at the Store; at a cost not to exceed \$1,200.00. Wal-Mart shall provide a locked, secure area for the storage of the laptop computer when not in use. The Roseville Police Department, including the off-duty officer described in Paragraph 2 above, shall retain exclusive use and ownership of the laptop computer. While at the Store, the Police Department shall have non-exclusive access to use a laser printer and a scanner at all times at no charge. Wal-Mart shall

reimburse the City for all necessary and actual law enforcement-related mobile data access fees as follows: prior to the commencement of the Term, Wal-Mart shall pay the City a total of \$1,500.00 as full and final payment for the Term to cover all City out-of-pocket fees for mobile data access and secondary authentication from the Store for the entire Term.

4. Digital Images. Wal-Mart shall use its best efforts to preserve digital imagery recorded by security and surveillance cameras and videos at the Store for at least 30 days, and shall provide the images to the Roseville Police Department at no charge upon request.
5. No Overnight Camping. Wal-Mart shall not permit overnight parking or overnight recreational vehicle parking or camping in its parking lot at the Property at any time.
6. Quarterly Meetings. At the request of the Roseville Police Department, representatives of Wal-Mart's asset protection (i.e., security personnel) shall meet with Police Department managerial personnel to discuss security issues relating to the Store. The parties agree to work in good faith to implement reasonable security measures and to update and implement Wal-Mart's facility protection plan for the Store.

SO AGREED:

CITY OF ROSEVILLE, MINNESOTA

By: _____
Daniel J. Roe
Mayor
Date: _____

By: _____
William J. Malinen
City Manager
Date: _____

By: _____
Rick Mathwig
Police Chief
Date: _____

WAL-MART STORES, INC.

By: _____

Its: _____

Date: _____

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