# City Council Agenda

**Monday, December 9, 2013**

**6:00 p.m.**

**City Council Chambers**

*(Times are Approximate – please note that items may be earlier or later than listed on the agenda)*

| | | |
|---|---|---|
| 6:00 p.m. | **1.** | **Closed Session** |
| | | Consider Property Acquisition of:<br>2169 St. Stephens St and 2168 St. Croix St<br>2650 Fry Street |
| 6:30 p.m. | **1.** | **Roll Call** |
| | | Voting & Seating Order: Willmus, Laliberte, Etten, McGehee, Roe |
| 6:32 p.m. | **2.** | **Approve Agenda** |
| 6:35 p.m. | **3.** | **Public Comment** |
| 6:40 p.m. | **4.** | **Council Communications, Reports and Announcements** |
| 6:55 p.m. | **5.** | **Recognitions, Donations and Communications** |
| | | a. Recognize Police Explorers |
| 7:00 p.m. | **6.** | **Approve Minutes** |
| | | a. Approve Minutes of November 25, 2013 Meeting |
| | | b. Approve Minutes of December 2, 2013 Meeting |
| 7:10 p.m. | **7.** | **Approve Consent Agenda** |
| | | a. Approve Payments |
| | | b. Approve Business & Other Licenses & Permits |
| | | c. Approve General Purchases and Sale of Surplus items in excess of $5000 |
| | | d. Police 2014-2015 LELS Contract |
| | | e. Contract with North Suburban Access Corporation for Video Services |
| | | f. Preliminary Plat- Meritex Property on Walnut St. |
| | | g. Vacation of Terminal Road R-O-W |

h. Ramsey County CAD Agreement

i. Lease Agreement Cingular Wireless

j. Delegate Ramsey Washington Metro Watershed District as Local Government Unit administering Wetland Conservation Act in Roseville

k. Joint Powers Agreement for IT Services - City of Blaine

7:20 p.m. **8. Consider Items Removed from Consent**

**9. General Ordinances for Adoption**

**10. Presentations**

**11. Public Hearings**

**12. Budget Items**

7:25 p.m. a. Adopt Final 2014 Budget and Tax Levy

7:55 p.m. b. Adopt Final 2014 HRA Budget and Tax Levy

8:05 p.m. **Break**

**13. Business Items (Action Items)**

8:10 p.m. a. Consider Suspension of New Registrations for Utility Rate Discount Program

8:20 p.m. b. Adopt 2014 Utility Rates

**14. Business Items – Presentations/Discussions**

8:30 p.m. a. Merit Pay Policy Discussion

8:50 p.m. b. Twin Lakes

9:40 p.m. **15. City Manager Future Agenda Review**

9:45 p.m. **16. Councilmember Initiated Items for Future Meetings**

9:50 p.m. **17. Adjourn**

*Some Upcoming Public Meetings………*

| | | | |
|---|---|---|---|
| Monday | Dec 9 | 6:00 p.m. | City Council Meeting |
| No Meeting in December | | | Housing & Redevelopment Authority |
| No Meeting in December | | | Human Rights Commission |
| No Meeting in December | | | Public Works, Environment and Transportation Commission |
| *Tuesday*<br>*Wednesday* | *Dec 24*<br>*Dec 25* | | *City Offices Closed – Christmas Eve & Christmas Day* |
| *Wednesday* | *Jan 1* | | *City Offices Closed – New Year's Day* |
| Monday | Jan 6 | 6:00 p.m. | City Council Meeting |

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

# MEMORANDUM

**DATE:** December 9, 2013

**TO:** Interim City Manager Patrick Trudgeon

**FROM:** Chief Rick Mathwig

**SUBJECT:** Roseville Police Explorer Post, recognition of unit and accomplishments at recent competition

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Police Explorer Posts are part of the Boy Scouts of America. Open to young people ages 14 to 21. Exploring offers an opportunity for youth interested in helping their community or young people interested in law enforcement as a career.

Officers in the police department serve as Explorer advisors. They work with Explorers to teach basic law enforcement concepts and techniques. Officers also serve as mentors.

Roseville Law Enforcement Explorers traveled to Duluth, October 18th – 20th to compete against approximately 60 teams from around the state in 10 different events. For many of our Explorers this was their first year of competing in our Explorer Post. Each team reported to a judge and had 15 minutes to prepare for the events they drew. Our teams placed 1st in Hostage Negotiations, 1st in Employment Interview and 3rd in Domestic Crisis Intervention. We are very proud of all the hard work and discipline our Explorers showed at competition.

Most members and advisors of the Explorer Post will be in attendance at the December 9, 2013, meeting.

Chief Mathwig will recognize the Explorer Post for their accomplishments, to the City Council and community.

Date: December 9, 2013
Item: 6.a
Approve minutes of November 25, 2013

Date: December 9, 2013
Item: 6.b
Approve minutes of December 2, 2013

ROSEVILLE

# REQUEST FOR COUNCIL ACTION

Date: 12/07/2013
Item No.: 7.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 | $243,454.36 |
| 72195-72251 | $78,372.88 |
| Total | 321,827.24 |

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

Attachment A

## Checks for Approval

User: mary.jenson
Printed: 12/4/2013 - 8:06 AM

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Invoice Desc. | Amount |
|---|---|---|---|---|---|---|
| 0 | 11/26/2013 | Charitable Gambling | Federal Income Tax | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Federal Inco | 6.95 |
| | | | | Federal Income Tax Total: | | 6.95 |
| 0 | 11/26/2013 | Charitable Gambling | FICA Employee Ded. | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 FICA Emplo | 6.63 |
| 0 | 11/26/2013 | Charitable Gambling | FICA Employee Ded. | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare Er | 1.56 |
| | | | | FICA Employee Ded. Total: | | 8.19 |
| 0 | 11/26/2013 | Charitable Gambling | FICA Employers Share | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 FICA Emplo | 6.63 |
| 0 | 11/26/2013 | Charitable Gambling | FICA Employers Share | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare Er | 1.56 |
| | | | | FICA Employers Share Total: | | 8.19 |
| 0 | 11/26/2013 | Charitable Gambling | MN State Retirement | MSRS-Non Bank | PR Batch 00002.11.2013 Post Employ | 0.97 |
| | | | | MN State Retirement Total: | | 0.97 |
| 0 | 11/26/2013 | Charitable Gambling | PERA Employee Ded | PERA-Non Bank | PR Batch 00002.11.2013 Pera Employ | 6.06 |
| | | | | PERA Employee Ded Total: | | 6.06 |
| 0 | 11/26/2013 | Charitable Gambling | PERA Employer Share | PERA-Non Bank | PR Batch 00002.11.2013 Pera Employ | 6.06 |
| 0 | 11/26/2013 | Charitable Gambling | PERA Employer Share | PERA-Non Bank | PR Batch 00002.11.2013 Pera additio | 0.97 |
| | | | | PERA Employer Share Total: | | 7.03 |
| 0 | 11/26/2013 | Charitable Gambling | State Income Tax | MN Dept of Revenue-Non Bank | PR Batch 00002.11.2013 State Incom | 4.13 |
| | | | | State Income Tax Total: | | 4.13 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Invoice Desc. | Amount |
|---|---|---|---|---|---|---|
| | | | | | Fund Total: | 41.52 |
| 72201 | 11/27/2013 | Community Development | Building Permits | Bear Roofing | Building Permit Refund | 159.48 |
| | | | | | Building Permits Total: | 159.48 |
| 0 | 11/26/2013 | Community Development | Federal Income Tax | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Federal Inco | 3,904.00 |
| | | | | | Federal Income Tax Total: | 3,904.00 |
| 0 | 11/26/2013 | Community Development | FICA Employee Ded. | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 FICA Emplo | 1,796.09 |
| 0 | 11/26/2013 | Community Development | FICA Employee Ded. | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare Er | 451.97 |
| | | | | | FICA Employee Ded. Total: | 2,248.06 |
| 0 | 11/26/2013 | Community Development | FICA Employers Share | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare Er | 451.97 |
| 0 | 11/26/2013 | Community Development | FICA Employers Share | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 FICA Emplo | 1,796.09 |
| | | | | | FICA Employers Share Total: | 2,248.06 |
| 72235 | 11/27/2013 | Community Development | HSA Employee | Premier Bank | PR Batch 00002.11.2013 HSA Emplo | 96.15 |
| | | | | | HSA Employee Total: | 96.15 |
| 0 | 11/27/2013 | Community Development | ICMA Def Comp | ICMA Retirement Trust 457-30022 | PR Batch 00002.11.2013 ICMA Defe | 384.99 |
| | | | | | ICMA Def Comp Total: | 384.99 |
| 0 | 11/26/2013 | Community Development | MN State Retirement | MSRS-Non Bank | PR Batch 00002.11.2013 Post Employ | 293.39 |
| | | | | | MN State Retirement Total: | 293.39 |
| 0 | 11/26/2013 | Community Development | MNDCP Def Comp | Great West- Non Bank | PR Batch 00002.11.2013 MNDCP De | 545.00 |
| | | | | | MNDCP Def Comp Total: | 545.00 |
| 0 | 11/26/2013 | Community Development | PERA Employee Ded | PERA-Non Bank | PR Batch 00002.11.2013 Pera Employ | 1,914.70 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Invoice Desc. | Amount |
|---|---|---|---|---|---|---|
| | | | | | PERA Employee Ded Total: | 1,914.70 |
| 0 | 11/26/2013 | Community Development | PERA Employer Share | PERA-Non Bank | PR Batch 00002.11.2013 Pera Emplo | 1,914.70 |
| 0 | 11/26/2013 | Community Development | PERA Employer Share | PERA-Non Bank | PR Batch 00002.11.2013 Pera additio | 306.35 |
| | | | | | PERA Employer Share Total: | 2,221.05 |
| 0 | 11/26/2013 | Community Development | State Income Tax | MN Dept of Revenue-Non Bank | PR Batch 00002.11.2013 State Incom | 1,487.46 |
| | | | | | State Income Tax Total: | 1,487.46 |
| 72241 | 11/27/2013 | Community Development | Telephone | Sprint | Cell Phones | 132.60 |
| | | | | | Telephone Total: | 132.60 |
| | | | | | Fund Total: | 15,634.94 |
| 72233 | 11/27/2013 | Contracted Engineering Svcs | Deposits | Paragon Paving, Inc. | Escrow Return-2288 County Road C | 3,000.00 |
| | | | | | Deposits Total: | 3,000.00 |
| 0 | 11/26/2013 | Contracted Engineering Svcs | Federal Income Tax | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Federal Inco | 528.10 |
| | | | | | Federal Income Tax Total: | 528.10 |
| 0 | 11/26/2013 | Contracted Engineering Svcs | FICA Employee Ded. | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 FICA Empl | 206.51 |
| 0 | 11/26/2013 | Contracted Engineering Svcs | FICA Employee Ded. | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare E | 48.30 |
| | | | | | FICA Employee Ded. Total: | 254.81 |
| 0 | 11/26/2013 | Contracted Engineering Svcs | FICA Employers Share | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 FICA Empl | 206.51 |
| 0 | 11/26/2013 | Contracted Engineering Svcs | FICA Employers Share | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare E | 48.30 |
| | | | | | FICA Employers Share Total: | 254.81 |
| 72235 | 11/27/2013 | Contracted Engineering Svcs | HSA Employee | Premier Bank | PR Batch 00002.11.2013 HSA Empl | 18.46 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Invoice Desc. | Amount |
|---|---|---|---|---|---|---|
| | | | | | HSA Employee Total: | 18.46 |
| 0 | 11/26/2013 | Contracted Engineering Svcs | MN State Retirement | MSRS-Non Bank | PR Batch 00002.11.2013 Post Emplo | 33.19 |
| | | | | | MN State Retirement Total: | 33.19 |
| 0 | 11/26/2013 | Contracted Engineering Svcs | PERA Employee Ded | PERA-Non Bank | PR Batch 00002.11.2013 Pera Emplo | 207.45 |
| | | | | | PERA Employee Ded Total: | 207.45 |
| 0 | 11/26/2013 | Contracted Engineering Svcs | PERA Employer Share | PERA-Non Bank | PR Batch 00002.11.2013 Pera Emplo | 207.45 |
| 0 | 11/26/2013 | Contracted Engineering Svcs | PERA Employer Share | PERA-Non Bank | PR Batch 00002.11.2013 Pera additio | 33.19 |
| | | | | | PERA Employer Share Total: | 240.64 |
| 72220 | 11/27/2013 | Contracted Engineering Svcs | Professional Services | Hydromethods, LLC | Development Design Review | 875.00 |
| | | | | | Professional Services Total: | 875.00 |
| 0 | 11/26/2013 | Contracted Engineering Svcs | State Income Tax | MN Dept of Revenue-Non Bank | PR Batch 00002.11.2013 State Incom | 177.21 |
| | | | | | State Income Tax Total: | 177.21 |
| | | | | | Fund Total: | 5,589.67 |
| 72196 | 11/27/2013 | East Metro SWAT | Professional Services | American Messaging | Interpreter Service | 185.07 |
| | | | | | Professional Services Total: | 185.07 |
| | | | | | Fund Total: | 185.07 |
| 72211 | 11/27/2013 | Fire Vehicles Revolving | SCBA Equipment | Emergency Response Solutions, LL | Helmets | 2,932.01 |
| | | | | | SCBA Equipment Total: | 2,932.01 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Invoice Desc. | Amount |
|---|---|---|---|---|---|---|
| | | | | | Fund Total: | 2,932.01 |
| 72210 | 11/27/2013 | General Fund | 209001 - Use Tax Payable | Emblem Enterprises, Inc | Sales/Use Tax | -41.09 |
| | | | | | 209001 - Use Tax Payable Total: | -41.09 |
| 0 | 11/27/2013 | General Fund | 211402 - Flex Spending Health | [redacted] | Flexible Benefit Reimbursement | 2,142.81 |
| | | | | | 211402 - Flex Spending Health Total: | 2,142.81 |
| 0 | 11/27/2013 | General Fund | 211403 - Flex Spend Day Care | [redacted] | Dependent Care Reimbursement | 384.00 |
| 0 | 11/27/2013 | General Fund | 211403 - Flex Spend Day Care | [redacted] | Dependent Care Reimbursement | 789.60 |
| 0 | 11/27/2013 | General Fund | 211403 - Flex Spend Day Care | [redacted] | Dependent Care Reimbursement | 718.00 |
| | | | | | 211403 - Flex Spend Day Care Total: | 1,891.60 |
| 0 | 11/27/2013 | General Fund | Clothing | Ken Hopkins | Reimbursement for Work Boots | 116.99 |
| 0 | 11/27/2013 | General Fund | Clothing | Dan Turner | Safety Jacket Reimbursement | 49.99 |
| 72247 | 11/27/2013 | General Fund | Clothing | Uniforms Unlimited, Inc. | Uniform Supplies | 261.84 |
| 72247 | 11/27/2013 | General Fund | Clothing | Uniforms Unlimited, Inc. | Uniform Supplies | 518.93 |
| 72247 | 11/27/2013 | General Fund | Clothing | Uniforms Unlimited, Inc. | Uniform Supplies | 120.23 |
| 72247 | 11/27/2013 | General Fund | Clothing | Uniforms Unlimited, Inc. | Uniform Supplies | 518.93 |
| | | | | | Clothing Total: | 1,586.91 |
| 0 | 11/27/2013 | General Fund | Contract Maint. - City Hall | Collins Electrical Construction Co. | Time Clock Installation | 595.00 |
| 0 | 11/27/2013 | General Fund | Contract Maint. - City Hall | Jeff's S.O.S. Drain Cleaning, Corp. | High Pressure Water Jetting | 343.75 |
| | | | | | Contract Maint. - City Hall Total: | 938.75 |
| 72227 | 11/27/2013 | General Fund | Contract Maint. - City Garage | Mn Dept of Labor & Industry | Pressure Vessels | 30.00 |
| | | | | | Contract Maint. - City Garage Total: | 30.00 |
| 0 | 11/27/2013 | General Fund | Contract Maintenance | City of St. Paul | Radio Service & Maintenance-Oct 20 | 178.76 |
| 0 | 11/27/2013 | General Fund | Contract Maintenance | City of St. Paul | Radio Service & Maintenance-Oct 20 | 580.81 |
| 72236 | 11/27/2013 | General Fund | Contract Maintenance | Ramsey County | Fleet Support-Nov 2013 | 15.60 |
| 72236 | 11/27/2013 | General Fund | Contract Maintenance | Ramsey County | Fleet Support-Nov 2013 | 209.04 |
| 72236 | 11/27/2013 | General Fund | Contract Maintenance | Ramsey County | Fleet Support-Nov 2013 | 371.28 |
| 72248 | 11/27/2013 | General Fund | Contract Maintenance | Upper Cut Tree Service | Blanket PO for tree removal | 2,656.38 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Invoice Desc. | Amount |
|---|---|---|---|---|---|---|
| 72248 | 11/27/2013 | General Fund | Contract Maintenance | Upper Cut Tree Service | Blanket PO for tree removal | 189.70 |
| | | | | | Contract Maintenance Total: | 4,201.57 |
| 0 | 11/27/2013 | General Fund | Contract Maintenance Vehicles | Wingfoot Commercial Tire, LLC | 2013 Blanket PO for Vehicle Repairs | 786.50 |
| 0 | 11/27/2013 | General Fund | Contract Maintenance Vehicles | Wingfoot Commercial Tire, LLC | 2013 Blanket PO for Vehicle Repairs | 3,453.80 |
| 0 | 11/27/2013 | General Fund | Contract Maintenance Vehicles | Wingfoot Commercial Tire, LLC | 2013 Blanket PO for Vehicle Repairs | 2,248.24 |
| | | | | | Contract Maintenance Vehicles Total: | 6,488.54 |
| 72236 | 11/27/2013 | General Fund | Dispatching Services | Ramsey County | 911 Dispatch Service-Nov 2013 | 26,637.60 |
| | | | | | Dispatching Services Total: | 26,637.60 |
| 0 | 11/26/2013 | General Fund | Federal Income Tax | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Federal Inco | 29,411.79 |
| | | | | | Federal Income Tax Total: | 29,411.79 |
| 0 | 11/26/2013 | General Fund | FICA Employee Ded. | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 FICA Emplo | 6,392.18 |
| 0 | 11/26/2013 | General Fund | FICA Employee Ded. | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare Em | 3,859.08 |
| | | | | | FICA Employee Ded. Total: | 10,251.26 |
| 0 | 11/26/2013 | General Fund | FICA Employers Share | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 FICA Emplo | 6,392.18 |
| 0 | 11/26/2013 | General Fund | FICA Employers Share | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare Em | 3,859.08 |
| | | | | | FICA Employers Share Total: | 10,251.26 |
| 72235 | 11/27/2013 | General Fund | HSA Employee | Premier Bank | PR Batch 00002.11.2013 HSA Emplo | 2,002.18 |
| | | | | | HSA Employee Total: | 2,002.18 |
| 0 | 11/27/2013 | General Fund | ICMA Def Comp | ICMA Retirement Trust 457-30022 | PR Batch 00002.11.2013 ICMA Defe | 2,879.89 |
| | | | | | ICMA Def Comp Total: | 2,879.89 |
| 72226 | 11/27/2013 | General Fund | Memberships & Subscriptions | MN Chiefs of Police Assoc | 2014 Membership Dues | 550.00 |
| | | | | | Memberships & Subscriptions Total: | 550.00 |
| 0 | 11/27/2013 | General Fund | Minnesota Benefit Ded | MN Benefit Association | PR Batch 00002.11.2013 Minnesota E | 800.61 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Invoice Desc. | Amount |
|---|---|---|---|---|---|---|
| | | | | | Minnesota Benefit Ded Total: | 800.61 |
| 0 | 11/26/2013 | General Fund | MN State Retirement | MSRS-Non Bank | PR Batch 00002.11.2013 Post Emplo | 2,657.18 |
| | | | | | MN State Retirement Total: | 2,657.18 |
| 0 | 11/26/2013 | General Fund | MNDCP Def Comp | Great West- Non Bank | PR Batch 00002.11.2013 MNDCP De | 6,339.29 |
| | | | | | MNDCP Def Comp Total: | 6,339.29 |
| 72206 | 11/27/2013 | General Fund | Non Business Licenses - Pawn | City of Minneapolis Receivables | Pawn Transaction Fees | 1,643.40 |
| | | | | | Non Business Licenses - Pawn Total: | 1,643.40 |
| 72246 | 11/27/2013 | General Fund | Op Supplies - City Hall | Trugreen L.P. | Ice Melt | 519.14 |
| | | | | | Op Supplies - City Hall Total: | 519.14 |
| 0 | 11/27/2013 | General Fund | Operating Supplies | Ancom Communications, Inc. | Radio Service | 12.00 |
| 0 | 11/27/2013 | General Fund | Operating Supplies | ARAMARK Services | Coffee Supplies | 324.47 |
| 72210 | 11/27/2013 | General Fund | Operating Supplies | Emblem Enterprises, Inc | Patches | 638.81 |
| 0 | 11/27/2013 | General Fund | Operating Supplies | General Industrial Supply Co. | Safety Vests | 83.49 |
| 72225 | 11/27/2013 | General Fund | Operating Supplies | MN Board Peace Ofc Stds & Trng | POST Licenses-Sturm, Weber | 180.00 |
| 72228 | 11/27/2013 | General Fund | Operating Supplies | National Camera Exchange | Camera Supplies | 278.50 |
| 72234 | 11/27/2013 | General Fund | Operating Supplies | Precise MRM, LLC | Pooled Data | 11.27 |
| | | | | | Operating Supplies Total: | 1,528.54 |
| 0 | 11/26/2013 | General Fund | PERA Employee Ded | PERA-Non Bank | PR Batch 00002.11.2013 Pera Emplo | 21,377.24 |
| | | | | | PERA Employee Ded Total: | 21,377.24 |
| 0 | 11/26/2013 | General Fund | PERA Employer Share | PERA-Non Bank | PR Batch 00002.11.2013 Pera Emplo | 29,382.32 |
| 0 | 11/26/2013 | General Fund | PERA Employer Share | PERA-Non Bank | PR Batch 00002.11.2013 Pera additio | 847.83 |
| | | | | | PERA Employer Share Total: | 30,230.15 |
| 0 | 11/27/2013 | General Fund | PERA Life Ins. Ded. | NCPERS Life Ins#7258500 | PR Batch 00002.11.2013 PERA Life | 32.00 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Invoice Desc. | Amount |
|---|---|---|---|---|---|---|
| | | | | | PERA Life Ins. Ded. Total: | 32.00 |
| 0 | 11/27/2013 | General Fund | Professional Services | Ancom Communications, Inc. | Radio Service | 270.03 |
| 72231 | 11/27/2013 | General Fund | Professional Services | Office Team | Administration Labor | 793.88 |
| 72231 | 11/27/2013 | General Fund | Professional Services | Office Team | Administration Labor | 635.10 |
| 72248 | 11/27/2013 | General Fund | Professional Services | Upper Cut Tree Service | Blanket PO for tree removal | 6,946.88 |
| | | | | | Professional Services Total: | 8,645.89 |
| 0 | 11/26/2013 | General Fund | State Income Tax | MN Dept of Revenue-Non Bank | PR Batch 00002.11.2013 State Incom | 11,923.34 |
| | | | | | State Income Tax Total: | 11,923.34 |
| 72241 | 11/27/2013 | General Fund | Telephone | Sprint | Cell Phones | 20.54 |
| 72241 | 11/27/2013 | General Fund | Telephone | Sprint | Cell Phones | 290.47 |
| 72241 | 11/27/2013 | General Fund | Telephone | Sprint | Cell Phones | 172.84 |
| 72241 | 11/27/2013 | General Fund | Telephone | Sprint | Cell Phones | 43.24 |
| | | | | | Telephone Total: | 527.09 |
| 72200 | 11/27/2013 | General Fund | Training | BCA/Criminal Justice Training & E | Adversary Targets & Command Cons | 250.00 |
| 72200 | 11/27/2013 | General Fund | Training | BCA/Criminal Justice Training & E | Search Warrant Class-Williams | 50.00 |
| 0 | 11/27/2013 | General Fund | Training | David Doucot | EMT Test Reimbursement | 70.00 |
| 0 | 11/27/2013 | General Fund | Training | Brooke Jennings | K9 Certification Reimbursement | 60.00 |
| 0 | 11/27/2013 | General Fund | Training | John Jorgensen | K9 Certification Fee Reimbursement | 60.00 |
| | | | | | Training Total: | 490.00 |
| 0 | 11/27/2013 | General Fund | Vehicle Supplies | CCP Industries Inc | Shop Towels | 621.17 |
| 72209 | 11/27/2013 | General Fund | Vehicle Supplies | Dueco, Inc. | Rubber Broomrest Pad | 98.59 |
| 0 | 11/27/2013 | General Fund | Vehicle Supplies | Factory Motor Parts, Co. | 2013 Blanket PO for vehicle repairs | 160.40 |
| 0 | 11/27/2013 | General Fund | Vehicle Supplies | Fastenal Company Inc. | 2013 Blanket PO for Vehicle Repairs | 89.05 |
| 0 | 11/27/2013 | General Fund | Vehicle Supplies | FleetPride Truck & Trailer Parts | 2013 Blanket PO for vehicle repairs | 27.62 |
| 0 | 11/27/2013 | General Fund | Vehicle Supplies | FleetPride Truck & Trailer Parts | 2013 Blanket PO for vehicle repairs | 51.17 |
| 72222 | 11/27/2013 | General Fund | Vehicle Supplies | Keeprs Inc | Silent Key Holder | 25.32 |
| 72239 | 11/27/2013 | General Fund | Vehicle Supplies | Roseville Chrysler Jeep Dodge | 2013 Blanket PO for vehicle repairs | 221.79 |
| 72245 | 11/27/2013 | General Fund | Vehicle Supplies | Truck Utilities, Inc. | Cutting Edge Half, Bolt | 282.51 |
| | | | | | Vehicle Supplies Total: | 1,577.62 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Invoice Desc. | Amount |
|---|---|---|---|---|---|---|
| | | | | | Fund Total: | 187,514.56 |
| 72251 | 12/03/2013 | General Fund Donations | Supplies - Target Corp Grant | Target | Gift Cards for Hero's & Helpers (Sho | 3,000.00 |
| | | | | | Supplies - Target Corp Grant Total: | 3,000.00 |
| | | | | | Fund Total: | 3,000.00 |
| 0 | 11/26/2013 | Golf Course | Federal Income Tax | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Federal Inco | 494.06 |
| | | | | | Federal Income Tax Total: | 494.06 |
| 0 | 11/26/2013 | Golf Course | FICA Employee Ded. | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 FICA Emplo | 360.50 |
| 0 | 11/26/2013 | Golf Course | FICA Employee Ded. | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare Em | 84.31 |
| | | | | | FICA Employee Ded. Total: | 444.81 |
| 0 | 11/26/2013 | Golf Course | FICA Employers Share | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 FICA Emplo | 360.50 |
| 0 | 11/26/2013 | Golf Course | FICA Employers Share | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare Em | 84.31 |
| | | | | | FICA Employers Share Total: | 444.81 |
| 0 | 11/27/2013 | Golf Course | ICMA Def Comp | ICMA Retirement Trust 457-30022 | PR Batch 00002.11.2013 ICMA Defe | 50.00 |
| | | | | | ICMA Def Comp Total: | 50.00 |
| 0 | 11/26/2013 | Golf Course | MN State Retirement | MSRS-Non Bank | PR Batch 00002.11.2013 Post Employ | 55.34 |
| | | | | | MN State Retirement Total: | 55.34 |
| 0 | 11/26/2013 | Golf Course | PERA Employee Ded | PERA-Non Bank | PR Batch 00002.11.2013 Pera Employ | 369.76 |
| | | | | | PERA Employee Ded Total: | 369.76 |
| 0 | 11/26/2013 | Golf Course | PERA Employer Share | PERA-Non Bank | PR Batch 00002.11.2013 Pera Employ | 369.76 |
| 0 | 11/26/2013 | Golf Course | PERA Employer Share | PERA-Non Bank | PR Batch 00002.11.2013 Pera additio | 59.16 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Invoice Desc. | Amount |
|---|---|---|---|---|---|---|
| | | | | | PERA Employer Share Total: | 428.92 |
| 72205 | 11/27/2013 | Golf Course | Rental | City of Little Canada | Shared Cost of Air Compressor Renta | 187.50 |
| | | | | | Rental Total: | 187.50 |
| 0 | 11/26/2013 | Golf Course | State Income Tax | MN Dept of Revenue-Non Bank | PR Batch 00002.11.2013 State Incom | 251.83 |
| | | | | | State Income Tax Total: | 251.83 |
| | | | | | Fund Total: | 2,727.03 |
| 0 | 11/26/2013 | Information Technology | Federal Income Tax | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Federal Inco | 2,811.60 |
| | | | | | Federal Income Tax Total: | 2,811.60 |
| 0 | 11/26/2013 | Information Technology | FICA Employee Ded. | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 FICA Emplo | 1,743.43 |
| 0 | 11/26/2013 | Information Technology | FICA Employee Ded. | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare Em | 407.74 |
| | | | | | FICA Employee Ded. Total: | 2,151.17 |
| 0 | 11/26/2013 | Information Technology | FICA Employers Share | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 FICA Emplo | 1,743.43 |
| 0 | 11/26/2013 | Information Technology | FICA Employers Share | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare Em | 407.74 |
| | | | | | FICA Employers Share Total: | 2,151.17 |
| 72208 | 11/27/2013 | Information Technology | Financial Support | Diversified Collection Services, Inc | PR Batch 00002.11.2013 Financial Su | 267.61 |
| 72237 | 11/27/2013 | Information Technology | Financial Support | Riverview Law Offices, PLLC | PR Batch 00002.11.2013 Financial Su | 178.41 |
| | | | | | Financial Support Total: | 446.02 |
| 72235 | 11/27/2013 | Information Technology | HSA Employee | Premier Bank | PR Batch 00002.11.2013 HSA Emplo | 119.23 |
| | | | | | HSA Employee Total: | 119.23 |
| 0 | 11/27/2013 | Information Technology | ICMA Def Comp | ICMA Retirement Trust 457-30022 | PR Batch 00002.11.2013 ICMA Defe | 325.00 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Invoice Desc. | Amount |
|---|---|---|---|---|---|---|
| | | | | | ICMA Def Comp Total: | 325.00 |
| 0 | 11/26/2013 | Information Technology | MN State Retirement | MSRS-Non Bank | PR Batch 00002.11.2013 Post Emplo | 290.33 |
| | | | | | MN State Retirement Total: | 290.33 |
| 0 | 11/26/2013 | Information Technology | PERA Employee Ded | PERA-Non Bank | PR Batch 00002.11.2013 Pera Emplo | 1,847.12 |
| | | | | | PERA Employee Ded Total: | 1,847.12 |
| 0 | 11/26/2013 | Information Technology | PERA Employer Share | PERA-Non Bank | PR Batch 00002.11.2013 Pera Emplo | 1,847.12 |
| 0 | 11/26/2013 | Information Technology | PERA Employer Share | PERA-Non Bank | PR Batch 00002.11.2013 Pera additio | 295.53 |
| | | | | | PERA Employer Share Total: | 2,142.65 |
| 0 | 11/26/2013 | Information Technology | State Income Tax | MN Dept of Revenue-Non Bank | PR Batch 00002.11.2013 State Incom | 1,111.05 |
| | | | | | State Income Tax Total: | 1,111.05 |
| | | | | | Fund Total: | 13,395.34 |
| 0 | 11/26/2013 | License Center | Federal Income Tax | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Federal Inco | 2,649.62 |
| | | | | | Federal Income Tax Total: | 2,649.62 |
| 0 | 11/26/2013 | License Center | FICA Employee Ded. | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 FICA Empl | 1,642.87 |
| 0 | 11/26/2013 | License Center | FICA Employee Ded. | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare E | 384.23 |
| | | | | | FICA Employee Ded. Total: | 2,027.10 |
| 0 | 11/26/2013 | License Center | FICA Employers Share | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare E | 384.23 |
| 0 | 11/26/2013 | License Center | FICA Employers Share | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 FICA Empl | 1,642.87 |
| | | | | | FICA Employers Share Total: | 2,027.10 |
| 72235 | 11/27/2013 | License Center | HSA Employee | Premier Bank | PR Batch 00002.11.2013 HSA Empl | 38.46 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Invoice Desc. | Amount |
|---|---|---|---|---|---|---|
| | | | | | HSA Employee Total: | 38.46 |
| 0 | 11/27/2013 | License Center | Minnesota Benefit Ded | MN Benefit Association | PR Batch 00002.11.2013 Minnesota I | 103.84 |
| | | | | | Minnesota Benefit Ded Total: | 103.84 |
| 0 | 11/26/2013 | License Center | MN State Retirement | MSRS-Non Bank | PR Batch 00002.11.2013 Post Employ | 277.16 |
| | | | | | MN State Retirement Total: | 277.16 |
| 0 | 11/26/2013 | License Center | MNDCP Def Comp | Great West- Non Bank | PR Batch 00002.11.2013 MNDCP De | 50.00 |
| | | | | | MNDCP Def Comp Total: | 50.00 |
| 72232 | 11/27/2013 | License Center | Office Supplies | Pakor, Inc. | Passport Folders | 1,146.46 |
| | | | | | Office Supplies Total: | 1,146.46 |
| 0 | 11/26/2013 | License Center | PERA Employee Ded | PERA-Non Bank | PR Batch 00002.11.2013 Pera Employ | 1,675.63 |
| | | | | | PERA Employee Ded Total: | 1,675.63 |
| 0 | 11/26/2013 | License Center | PERA Employer Share | PERA-Non Bank | PR Batch 00002.11.2013 Pera Employ | 1,675.63 |
| 0 | 11/26/2013 | License Center | PERA Employer Share | PERA-Non Bank | PR Batch 00002.11.2013 Pera additio | 268.09 |
| | | | | | PERA Employer Share Total: | 1,943.72 |
| 0 | 11/26/2013 | License Center | State Income Tax | MN Dept of Revenue-Non Bank | PR Batch 00002.11.2013 State Incom | 1,148.39 |
| | | | | | State Income Tax Total: | 1,148.39 |
| 0 | 11/27/2013 | License Center | Transportation | Mary Dracy | Mileage Reimbursement | 158.20 |
| | | | | | Transportation Total: | 158.20 |
| 72232 | 11/27/2013 | License Center | Use Tax Payable | Pakor, Inc. | Sales/Use Tax | -73.75 |
| | | | | | Use Tax Payable Total: | -73.75 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Invoice Desc. | Amount |
|---|---|---|---|---|---|---|
| | | | | | Fund Total: | 13,171.93 |
| 0 | 11/26/2013 | P & R Contract Mantenance | Federal Income Tax | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Federal Inco | 1,580.68 |
| | | | | | Federal Income Tax Total: | 1,580.68 |
| 0 | 11/26/2013 | P & R Contract Mantenance | FICA Employee Ded. | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 FICA Emplo | 950.42 |
| 0 | 11/26/2013 | P & R Contract Mantenance | FICA Employee Ded. | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare Er | 222.25 |
| | | | | | FICA Employee Ded. Total: | 1,172.67 |
| 0 | 11/26/2013 | P & R Contract Mantenance | FICA Employers Share | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare Er | 222.25 |
| 0 | 11/26/2013 | P & R Contract Mantenance | FICA Employers Share | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 FICA Emplo | 950.42 |
| | | | | | FICA Employers Share Total: | 1,172.67 |
| 72235 | 11/27/2013 | P & R Contract Mantenance | HSA Employee | Premier Bank | PR Batch 00002.11.2013 HSA Emplo | 196.15 |
| 72235 | 11/27/2013 | P & R Contract Mantenance | HSA Employee | Premier Bank | PR Batch 00002.11.2013 HSA WI Em | 46.15 |
| | | | | | HSA Employee Total: | 242.30 |
| 0 | 11/26/2013 | P & R Contract Mantenance | MN State Retirement | MSRS-Non Bank | PR Batch 00002.11.2013 Post Employ | 154.99 |
| | | | | | MN State Retirement Total: | 154.99 |
| 0 | 11/26/2013 | P & R Contract Mantenance | MNDCP Def Comp | Great West- Non Bank | PR Batch 00002.11.2013 MNDCP De | 80.00 |
| | | | | | MNDCP Def Comp Total: | 80.00 |
| 0 | 11/26/2013 | P & R Contract Mantenance | PERA Employee Ded | PERA-Non Bank | PR Batch 00002.11.2013 Pera Employ | 1,009.53 |
| | | | | | PERA Employee Ded Total: | 1,009.53 |
| 0 | 11/26/2013 | P & R Contract Mantenance | PERA Employer Share | PERA-Non Bank | PR Batch 00002.11.2013 Pera Employ | 1,009.53 |
| 0 | 11/26/2013 | P & R Contract Mantenance | PERA Employer Share | PERA-Non Bank | PR Batch 00002.11.2013 Pera additio | 161.53 |
| | | | | | PERA Employer Share Total: | 1,171.06 |
| 0 | 11/27/2013 | P & R Contract Mantenance | Rental | Jimmys Johnnys, Inc | Regular Service | 79.28 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Invoice Desc. | Amount |
|---|---|---|---|---|---|---|
| | | | | | Rental Total: | 79.28 |
| 0 | 11/26/2013 | P & R Contract Mantenance | State Income Tax | MN Dept of Revenue-Non Bank | PR Batch 00002.11.2013 State Incom | 753.75 |
| | | | | | State Income Tax Total: | 753.75 |
| 72241 | 11/27/2013 | P & R Contract Mantenance | Telephone | Sprint | Cell Phones | 206.77 |
| | | | | | Telephone Total: | 206.77 |
| | | | | | Fund Total: | 7,623.70 |
| 72223 | 11/27/2013 | Park Dedication Fund | Miscellaneous Expense | Land Title, Inc. | Deed Report | 25.00 |
| | | | | | Miscellaneous Expense Total: | 25.00 |
| | | | | | Fund Total: | 25.00 |
| 72215 | 11/27/2013 | Pathway Maintenance Fund | Operating Supplies | Goodpointe Technology, Inc. (c/o Z | To rate sidewalks - 34.36 miles | 1,636.00 |
| | | | | | Operating Supplies Total: | 1,636.00 |
| | | | | | Fund Total: | 1,636.00 |
| 0 | 11/26/2013 | Police Grants | Federal Income Tax | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Federal Inco | 228.60 |
| | | | | | Federal Income Tax Total: | 228.60 |
| 0 | 11/26/2013 | Police Grants | FICA Employee Ded. | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare Er | 24.08 |
| | | | | | FICA Employee Ded. Total: | 24.08 |
| 0 | 11/26/2013 | Police Grants | FICA Employers Share | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare Er | 24.08 |
| | | | | | FICA Employers Share Total: | 24.08 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Invoice Desc. | Amount |
|---|---|---|---|---|---|---|
| 72235 | 11/27/2013 | Police Grants | HSA Employee | Premier Bank | PR Batch 00002.11.2013 HSA Emplo | 16.39 |
| | | | | | HSA Employee Total: | 16.39 |
| 0 | 11/26/2013 | Police Grants | MN State Retirement | MSRS-Non Bank | PR Batch 00002.11.2013 Post Employ | 17.00 |
| | | | | | MN State Retirement Total: | 17.00 |
| 0 | 11/26/2013 | Police Grants | MNDCP Def Comp | Great West- Non Bank | PR Batch 00002.11.2013 MNDCP De | 50.79 |
| | | | | | MNDCP Def Comp Total: | 50.79 |
| 0 | 11/26/2013 | Police Grants | PERA Employee Ded | PERA-Non Bank | PR Batch 00002.11.2013 Pera Employ | 163.28 |
| | | | | | PERA Employee Ded Total: | 163.28 |
| 0 | 11/26/2013 | Police Grants | PERA Employer Share | PERA-Non Bank | PR Batch 00002.11.2013 Pera Employ | 244.93 |
| | | | | | PERA Employer Share Total: | 244.93 |
| 0 | 11/26/2013 | Police Grants | State Income Tax | MN Dept of Revenue-Non Bank | PR Batch 00002.11.2013 State Incom | 83.19 |
| | | | | | State Income Tax Total: | 83.19 |
| | | | | | Fund Total: | 852.34 |
| 72244 | 11/27/2013 | Police Vehicle Revolving | Capital Outlay | Tactical | Double Headed Break & Rake Tool | 452.24 |
| | | | | | Capital Outlay Total: | 452.24 |
| | | | | | Fund Total: | 452.24 |
| 0 | 11/26/2013 | Recreation Fund | Federal Income Tax | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Federal Inco | 4,312.52 |
| | | | | | Federal Income Tax Total: | 4,312.52 |
| 0 | 11/26/2013 | Recreation Fund | FICA Employee Ded. | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 FICA Emplo | 3,281.33 |
| 0 | 11/26/2013 | Recreation Fund | FICA Employee Ded. | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare Em | 767.38 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Invoice Desc. | Amount |
|---|---|---|---|---|---|---|
| | | | | | FICA Employee Ded. Total: | 4,048.71 |
| 0 | 11/26/2013 | Recreation Fund | FICA Employers Share | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 FICA Emplo | 3,281.33 |
| 0 | 11/26/2013 | Recreation Fund | FICA Employers Share | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare Er | 767.38 |
| | | | | | FICA Employers Share Total: | 4,048.71 |
| 72235 | 11/27/2013 | Recreation Fund | HSA Employee | Premier Bank | PR Batch 00002.11.2013 HSA Emplo | 192.70 |
| | | | | | HSA Employee Total: | 192.70 |
| 0 | 11/27/2013 | Recreation Fund | ICMA Def Comp | ICMA Retirement Trust 457-30022' | PR Batch 00002.11.2013 ICMA Defe | 525.00 |
| | | | | | ICMA Def Comp Total: | 525.00 |
| 0 | 11/27/2013 | Recreation Fund | Minnesota Benefit Ded | MN Benefit Association | PR Batch 00002.11.2013 Minnesota E | 461.33 |
| | | | | | Minnesota Benefit Ded Total: | 461.33 |
| 0 | 11/26/2013 | Recreation Fund | MN State Retirement | MSRS-Non Bank | PR Batch 00002.11.2013 Post Employ | 392.13 |
| | | | | | MN State Retirement Total: | 392.13 |
| 0 | 11/26/2013 | Recreation Fund | MNDCP Def Comp | Great West- Non Bank | PR Batch 00002.11.2013 MNDCP De | 1,270.00 |
| | | | | | MNDCP Def Comp Total: | 1,270.00 |
| 72212 | 11/27/2013 | Recreation Fund | Non Fee Program Revenue | Friends of Harriet Alexander NC | Silent Auction Credit Card Payment | 325.00 |
| | | | | | Non Fee Program Revenue Total: | 325.00 |
| 72218 | 11/27/2013 | Recreation Fund | Operating Supplies | Roger Hoglund | Polaris Snowmobile | 1,300.00 |
| 72221 | 11/27/2013 | Recreation Fund | Operating Supplies | Impressive Print | Business Cards-Maxey | 48.09 |
| | | | | | Operating Supplies Total: | 1,348.09 |
| 0 | 11/26/2013 | Recreation Fund | PERA Employee Ded | PERA-Non Bank | PR Batch 00002.11.2013 Pera Employ | 2,847.27 |
| | | | | | PERA Employee Ded Total: | 2,847.27 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Invoice Desc. | Amount |
|---|---|---|---|---|---|---|
| 0 | 11/26/2013 | Recreation Fund | PERA Employer Share | PERA-Non Bank | PR Batch 00002.11.2013 Pera Emplo | 2,847.27 |
| 0 | 11/26/2013 | Recreation Fund | PERA Employer Share | PERA-Non Bank | PR Batch 00002.11.2013 Pera additio | 455.58 |
| | | | | | PERA Employer Share Total: | 3,302.85 |
| 72238 | 11/27/2013 | Recreation Fund | Printing | Roseville Area Schools | Brochure Printing-Acct: 407 | 305.30 |
| 72238 | 11/27/2013 | Recreation Fund | Printing | Roseville Area Schools | Brochure Printing-Acct: 407 | 305.31 |
| 72238 | 11/27/2013 | Recreation Fund | Printing | Roseville Area Schools | Brochure Printing-Acct: 407 | 417.25 |
| 72238 | 11/27/2013 | Recreation Fund | Printing | Roseville Area Schools | Brochure Printing-Acct: 407 | 407.08 |
| | | | | | Printing Total: | 1,434.94 |
| 72213 | 11/27/2013 | Recreation Fund | Professional Services | Anna Marie Galush | Soccer Officiating | 48.00 |
| 72214 | 11/27/2013 | Recreation Fund | Professional Services | Joseph Galush | Soccer Officiating | 112.00 |
| 0 | 11/27/2013 | Recreation Fund | Professional Services | Metro Volleyball Officials | Volleyball Officiating | 1,168.50 |
| 0 | 11/27/2013 | Recreation Fund | Professional Services | Metro Volleyball Officials | Volleyball Officiating | 1,140.00 |
| | | | | | Professional Services Total: | 2,468.50 |
| 72238 | 11/27/2013 | Recreation Fund | Services | Roseville Area Schools | Brochure Printing-Acct: 407 | 224.13 |
| | | | | | Services Total: | 224.13 |
| 0 | 11/26/2013 | Recreation Fund | State Income Tax | MN Dept of Revenue-Non Bank | PR Batch 00002.11.2013 State Incom | 1,860.37 |
| | | | | | State Income Tax Total: | 1,860.37 |
| 72241 | 11/27/2013 | Recreation Fund | Telephone | Sprint | Cell Phones | 102.70 |
| | | | | | Telephone Total: | 102.70 |
| | | | | | Fund Total: | 29,164.95 |
| 72195 | 11/27/2013 | Sanitary Sewer | Accounts Payable | BETTY AHN | Refund Check | 5.93 |
| 72204 | 11/27/2013 | Sanitary Sewer | Accounts Payable | M CHRISTOFORE | Refund Check | 17.53 |
| | | | | | Accounts Payable Total: | 23.46 |
| 0 | 11/26/2013 | Sanitary Sewer | Federal Income Tax | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Federal Inco | 1,545.85 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Invoice Desc. | Amount |
|---|---|---|---|---|---|---|
| | | | | | Federal Income Tax Total: | 1,545.85 |
| 0 | 11/26/2013 | Sanitary Sewer | FICA Employee Ded. | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 FICA Emplo | 757.35 |
| 0 | 11/26/2013 | Sanitary Sewer | FICA Employee Ded. | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare Er | 177.09 |
| | | | | | FICA Employee Ded. Total: | 934.44 |
| 0 | 11/26/2013 | Sanitary Sewer | FICA Employers Share | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 FICA Emplo | 757.35 |
| 0 | 11/26/2013 | Sanitary Sewer | FICA Employers Share | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare Er | 177.09 |
| | | | | | FICA Employers Share Total: | 934.44 |
| 0 | 11/27/2013 | Sanitary Sewer | ICMA Def Comp | ICMA Retirement Trust 457-30022' | PR Batch 00002.11.2013 ICMA Defe | 34.98 |
| | | | | | ICMA Def Comp Total: | 34.98 |
| 0 | 11/27/2013 | Sanitary Sewer | Minnesota Benefit Ded | MN Benefit Association | PR Batch 00002.11.2013 Minnesota B | 9.70 |
| | | | | | Minnesota Benefit Ded Total: | 9.70 |
| 0 | 11/26/2013 | Sanitary Sewer | MN State Retirement | MSRS-Non Bank | PR Batch 00002.11.2013 Post Employ | 122.40 |
| | | | | | MN State Retirement Total: | 122.40 |
| 0 | 11/26/2013 | Sanitary Sewer | MNDCP Def Comp | Great West- Non Bank | PR Batch 00002.11.2013 MNDCP De | 222.16 |
| | | | | | MNDCP Def Comp Total: | 222.16 |
| 0 | 11/26/2013 | Sanitary Sewer | PERA Employee Ded | PERA-Non Bank | PR Batch 00002.11.2013 Pera Employ | 765.06 |
| | | | | | PERA Employee Ded Total: | 765.06 |
| 0 | 11/26/2013 | Sanitary Sewer | PERA Employer Share | PERA-Non Bank | PR Batch 00002.11.2013 Pera Employ | 765.06 |
| 0 | 11/26/2013 | Sanitary Sewer | PERA Employer Share | PERA-Non Bank | PR Batch 00002.11.2013 Pera additio | 122.40 |
| | | | | | PERA Employer Share Total: | 887.46 |
| 0 | 11/26/2013 | Sanitary Sewer | State Income Tax | MN Dept of Revenue-Non Bank | PR Batch 00002.11.2013 State Incom | 601.86 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Invoice Desc. | Amount |
|---|---|---|---|---|---|---|
| | | | | | State Income Tax Total: | 601.86 |
| 72241 | 11/27/2013 | Sanitary Sewer | Telephone | Sprint | Cell Phones | 150.79 |
| | | | | | Telephone Total: | 150.79 |
| | | | | | Fund Total: | 6,232.60 |
| 72220 | 11/27/2013 | Storm Drainage | 2013 Drainage Improvements | Hydromethods, LLC | Sherren-Dellwood Drainage Project | 210.00 |
| | | | | | 2013 Drainage Improvements Total: | 210.00 |
| 72230 | 11/27/2013 | Storm Drainage | Accounts Payable | NLD HOLDING 2 LLC. | Refund Check | 9.07 |
| | | | | | Accounts Payable Total: | 9.07 |
| 72248 | 11/27/2013 | Storm Drainage | Contract Maintenance | Upper Cut Tree Service | Blanket PO for tree removal | 6,733.12 |
| | | | | | Contract Maintenance Total: | 6,733.12 |
| 0 | 11/26/2013 | Storm Drainage | Federal Income Tax | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Federal Inco | 790.08 |
| | | | | | Federal Income Tax Total: | 790.08 |
| 0 | 11/26/2013 | Storm Drainage | FICA Employee Ded. | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 FICA Emplo | 547.87 |
| 0 | 11/26/2013 | Storm Drainage | FICA Employee Ded. | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare Em | 128.14 |
| | | | | | FICA Employee Ded. Total: | 676.01 |
| 0 | 11/26/2013 | Storm Drainage | FICA Employers Share | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 FICA Emplo | 547.87 |
| 0 | 11/26/2013 | Storm Drainage | FICA Employers Share | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare Em | 128.14 |
| | | | | | FICA Employers Share Total: | 676.01 |
| 0 | 11/26/2013 | Storm Drainage | MN State Retirement | MSRS-Non Bank | PR Batch 00002.11.2013 Post Employ | 84.14 |
| | | | | | MN State Retirement Total: | 84.14 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Invoice Desc. | Amount |
|---|---|---|---|---|---|---|
| 0 | 11/26/2013 | Storm Drainage | MNDCP Def Comp | Great West- Non Bank | PR Batch 00002.11.2013 MNDCP De | 10.00 |
| | | | | | MNDCP Def Comp Total: | 10.00 |
| 0 | 11/26/2013 | Storm Drainage | PERA Employee Ded | PERA-Non Bank | PR Batch 00002.11.2013 Pera Emplo | 525.94 |
| | | | | | PERA Employee Ded Total: | 525.94 |
| 0 | 11/26/2013 | Storm Drainage | PERA Employer Share | PERA-Non Bank | PR Batch 00002.11.2013 Pera Emplo | 525.94 |
| 0 | 11/26/2013 | Storm Drainage | PERA Employer Share | PERA-Non Bank | PR Batch 00002.11.2013 Pera additio | 84.14 |
| | | | | | PERA Employer Share Total: | 610.08 |
| 72220 | 11/27/2013 | Storm Drainage | Professional Services | Hydromethods, LLC | County Road C2 Drainage Analysis | 490.00 |
| 72242 | 11/27/2013 | Storm Drainage | Professional Services | St. Paul Staffing | Seasonal Labor for 2013 Leaf Pickup | 2,126.25 |
| 72242 | 11/27/2013 | Storm Drainage | Professional Services | St. Paul Staffing | Seasonal Labor for 2013 Leaf Pickup | 648.00 |
| | | | | | Professional Services Total: | 3,264.25 |
| 0 | 11/26/2013 | Storm Drainage | State Income Tax | MN Dept of Revenue-Non Bank | PR Batch 00002.11.2013 State Incom | 365.07 |
| | | | | | State Income Tax Total: | 365.07 |
| 72241 | 11/27/2013 | Storm Drainage | Telephone | Sprint | Cell Phones | 127.30 |
| | | | | | Telephone Total: | 127.30 |
| | | | | | Fund Total: | 14,081.07 |
| 0 | 11/26/2013 | Telecommunications | Federal Income Tax | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Federal Inco | 172.00 |
| | | | | | Federal Income Tax Total: | 172.00 |
| 0 | 11/26/2013 | Telecommunications | FICA Employee Ded. | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 FICA Emplo | 158.73 |
| 0 | 11/26/2013 | Telecommunications | FICA Employee Ded. | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare Em | 37.12 |
| | | | | | FICA Employee Ded. Total: | 195.85 |
| 0 | 11/26/2013 | Telecommunications | FICA Employers Share | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 FICA Emplo | 158.73 |
| 0 | 11/26/2013 | Telecommunications | FICA Employers Share | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare Em | 37.12 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Invoice Desc. | Amount |
|---|---|---|---|---|---|---|
| | | | | | FICA Employers Share Total: | 195.85 |
| 0 | 11/26/2013 | Telecommunications | MN State Retirement | MSRS-Non Bank | PR Batch 00002.11.2013 Post Emplo | 28.72 |
| | | | | | MN State Retirement Total: | 28.72 |
| 0 | 11/26/2013 | Telecommunications | MNDCP Def Comp | Great West- Non Bank | PR Batch 00002.11.2013 MNDCP De | 332.50 |
| | | | | | MNDCP Def Comp Total: | 332.50 |
| 0 | 11/26/2013 | Telecommunications | PERA Employee Ded | PERA-Non Bank | PR Batch 00002.11.2013 Pera Emplo | 179.51 |
| | | | | | PERA Employee Ded Total: | 179.51 |
| 0 | 11/26/2013 | Telecommunications | PERA Employer Share | PERA-Non Bank | PR Batch 00002.11.2013 Pera Emplo | 179.51 |
| 0 | 11/26/2013 | Telecommunications | PERA Employer Share | PERA-Non Bank | PR Batch 00002.11.2013 Pera additio | 28.72 |
| | | | | | PERA Employer Share Total: | 208.23 |
| 0 | 11/27/2013 | Telecommunications | Printing | Greenhaven Printing | Nov/Dec Newsletter Printing | 5,940.00 |
| | | | | | Printing Total: | 5,940.00 |
| 0 | 11/26/2013 | Telecommunications | State Income Tax | MN Dept of Revenue-Non Bank | PR Batch 00002.11.2013 State Incom | 82.93 |
| | | | | | State Income Tax Total: | 82.93 |
| | | | | | Fund Total: | 7,335.59 |
| 0 | 11/27/2013 | TIF #19 Applewood Point II | Professional Services | Ratwik, Roszak & Maloney, PA | Twin Lakes Pkwy & Mt. Ridge Road | 931.26 |
| | | | | | Professional Services Total: | 931.26 |
| | | | | | Fund Total: | 931.26 |
| 72195 | 11/27/2013 | Water Fund | Accounts Payable | BETTY AHN | Refund Check | 182.28 |
| 72197 | 11/27/2013 | Water Fund | Accounts Payable | RICHARD AZZOUZI | Refund Check | 52.12 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Invoice Desc. | Amount |
|---|---|---|---|---|---|---|
| 72198 | 11/27/2013 | Water Fund | Accounts Payable | MAZEN BALSHEH | Refund Check | 141.05 |
| 72199 | 11/27/2013 | Water Fund | Accounts Payable | Bank of America | Refund Check | 161.91 |
| 72202 | 11/27/2013 | Water Fund | Accounts Payable | WM BENNETT | Refund Check | 122.24 |
| 72203 | 11/27/2013 | Water Fund | Accounts Payable | CHARLES BOURKE | Refund Check | 92.19 |
| 72216 | 11/27/2013 | Water Fund | Accounts Payable | HIGHPOINTE REALTY | Refund Check | 5.92 |
| 72217 | 11/27/2013 | Water Fund | Accounts Payable | DALE HIVELEY | Refund Check | 12.50 |
| 72219 | 11/27/2013 | Water Fund | Accounts Payable | John & Carol Holmblad | Reissue of Lost Check 71870 | 131.04 |
| 72224 | 11/27/2013 | Water Fund | Accounts Payable | LINDA MAGDSICK | Refund Check | 6.68 |
| 72229 | 11/27/2013 | Water Fund | Accounts Payable | QUEN LIEN NGUYEN | Refund Check | 178.12 |
| 72240 | 11/27/2013 | Water Fund | Accounts Payable | SOFT LANDING REAL ESTATE | Refund Check | 55.71 |
| 72243 | 11/27/2013 | Water Fund | Accounts Payable | ERICK & JOELLE STOECKELER | Refund Check | 42.96 |
| 72249 | 11/27/2013 | Water Fund | Accounts Payable | JON & SHARON VILLESVIK | Refund Check | 143.30 |
| 72250 | 11/27/2013 | Water Fund | Accounts Payable | LEE & KAREN WITKOP | Refund Check | 92.21 |
| | | | | | Accounts Payable Total: | 1,420.23 |
| 0 | 11/27/2013 | Water Fund | Clothing | Michael Ross | Uniform Reimbursement Per Union C | 124.99 |
| | | | | | Clothing Total: | 124.99 |
| 0 | 11/26/2013 | Water Fund | Federal Income Tax | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Federal Inco | 1,658.86 |
| | | | | | Federal Income Tax Total: | 1,658.86 |
| 0 | 11/26/2013 | Water Fund | FICA Employee Ded. | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 FICA Emplo | 926.53 |
| 0 | 11/26/2013 | Water Fund | FICA Employee Ded. | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare Em | 216.75 |
| | | | | | FICA Employee Ded. Total: | 1,143.28 |
| 0 | 11/26/2013 | Water Fund | FICA Employers Share | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 FICA Emplo | 926.53 |
| 0 | 11/26/2013 | Water Fund | FICA Employers Share | IRS EFTPS- Non Bank | PR Batch 00002.11.2013 Medicare Em | 216.75 |
| | | | | | FICA Employers Share Total: | 1,143.28 |
| 72235 | 11/27/2013 | Water Fund | HSA Employee | Premier Bank | PR Batch 00002.11.2013 HSA Emplo | 28.84 |
| | | | | | HSA Employee Total: | 28.84 |
| 0 | 11/27/2013 | Water Fund | ICMA Def Comp | ICMA Retirement Trust 457-30022 | PR Batch 00002.11.2013 ICMA Defe | 65.02 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Invoice Desc. | Amount |
|---|---|---|---|---|---|---|
| | | | | | ICMA Def Comp Total: | 65.02 |
| 0 | 11/26/2013 | Water Fund | MN State Retirement | MSRS-Non Bank | PR Batch 00002.11.2013 Post Emplo | 150.27 |
| | | | | | MN State Retirement Total: | 150.27 |
| 0 | 11/26/2013 | Water Fund | MNDCP Def Comp | Great West- Non Bank | PR Batch 00002.11.2013 MNDCP De | 211.26 |
| | | | | | MNDCP Def Comp Total: | 211.26 |
| 72207 | 11/27/2013 | Water Fund | Operating Supplies | Commercial Asphalt Co | Hotmix | 633.97 |
| | | | | | Operating Supplies Total: | 633.97 |
| 0 | 11/26/2013 | Water Fund | PERA Employee Ded | PERA-Non Bank | PR Batch 00002.11.2013 Pera Emplo | 939.04 |
| | | | | | PERA Employee Ded Total: | 939.04 |
| 0 | 11/26/2013 | Water Fund | PERA Employer Share | PERA-Non Bank | PR Batch 00002.11.2013 Pera Emplo | 939.04 |
| 0 | 11/26/2013 | Water Fund | PERA Employer Share | PERA-Non Bank | PR Batch 00002.11.2013 Pera additio | 150.27 |
| | | | | | PERA Employer Share Total: | 1,089.31 |
| 0 | 11/26/2013 | Water Fund | State Income Tax | MN Dept of Revenue-Non Bank | PR Batch 00002.11.2013 State Incom | 692.07 |
| | | | | | State Income Tax Total: | 692.07 |
| | | | | | Fund Total: | 9,300.42 |
| | | | | | Report Total: | 321,827.24 |

ROSEVILLE

# REQUEST FOR COUNCIL ACTION

Date: 12/09/2013
Item No.: 7.b

Department Approval

City Manager Approval

Item Description: Approval of 2013 Business and Other Licenses

## BACKGROUND

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

**Massage Therapy Establishment License**
Massage Xcape, LLC
1767 N Lexington Ave
Roseville, MN 55113

**Cigarette/Tobacco Products License**
Minnesota Fine Wines & Spirits
dba Total Wine & More
2401 Fairview Avenue N, Suite 105
Roseville, MN 55113

## 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 applicant(s) meet all City requirements. Staff recommends approval of the license(s).

## REQUESTED COUNCIL ACTION

Motion to approve the business and other license application(s) pending successful background checks.

Prepared by: Chris Miller, Finance Director
Attachments: A: Applications

Attachment A

ROSEVILLE

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

# Massage Therapy Establishment License Application

Business Name Massage Xcape LLC

Business Address 1767 N Lexington Ave

Business Phone 651-964-1112

Email Address massagexcape@gmail.com

*Person to Contact in Regard to Business License:*

Legal Name Samuel Beard

Address

Phone Date of Birth

Drivers License Number

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2013, and ending June 31, 2014, in the City of Roseville, County of Ramsey, and State of Minnesota.

| **License Required** | **Fee** |
|---|---|
| Massage Therapy Establishment | $300.00 |
| | $150.00 Background Check (new license only) |

The undersigned applicant makes this application pursuant to all the 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.

I have attached a certificate indicating Workers Compensation coverage, and the appropriate fee(s).

Signature

Date 11-15-13

**If completed license should be mailed somewhere other than the business address, please advise.**

ROSEVILLE

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

# Cigarette/Tobacco Products License Application

Business Name Minnesota Fine Wines & Spirits, LLC

Business Address 2401 Fairview Avenue North, Suite 105, Roseville, MN 55113

Business Phone

Email Address parmstrong@totalwine.com

*Person to Contact in Regard to Business License:*

Name Phillip Armstrong, VP - Real Estate

Address

Phone

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2013, and ending June 30, 2014, in the City of Roseville, County of Ramsey, State of Minnesota.

| **License Required** | **Fee** |
|---|---|
| Cigarette/Tobacco Products | $200.00 |

The undersigned applicant makes this application pursuant to all the 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.

Signature

Date 10/24/2013

**If completed license should be mailed somewhere other than the business address, please advise.**

ROSEVILLE

# REQUEST FOR COUNCIL ACTION

Date: 12/09/2013
Item No.: 7.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:

| Department | Vendor | Description | Amount | Budget / CIP |
|---|---|---|---|---|
| Engineering | American Eng. Testing | Soil Borings | $ 6,500 | Budget |
| | | | | |
| | | | | |

Comments/Description:

a) Soil borings for the Pavement Management Project. Borings are used to gauge pavement thickness and the underlying soils which is then used to determine the new street pavement design.

Sale of Surplus Vehicles or Equipment

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

| Department | Item / Description |
|---|---|
| | |

## POLICY OBJECTIVE

Required under City Code 103.05.

## FINANCIAL IMPACTS

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

**STAFF RECOMMENDATION**

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

**REQUESTED COUNCIL ACTION**

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

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

ROSEVILLE

# REQUEST FOR COUNCIL ACTION

Date: 12/9/13
Item No.: 7.d

Department Approval

Dona Bacon

City Manager Approval

**Item Description:**
Approve 2014-2015 Law Enforcement Legal Services - (“LELS”) Contract Terms

## BACKGROUND

The City of Roseville currently has three collective bargaining units. This report is for the Police Officer’s unit, which has 39 city employees participating in the LELS bargaining unit. They are comprised of non-supervisory licensed law enforcement officers.

Although city employee wages are provided for in six different plans, the City maintains a policy of overall parity for all employees. According to this philosophy, the City strives for comparable cost of living increases and benefits for these six employee groups. In addition, the City benchmarks itself with comparable municipalities, the BLS - CPI and ECI.

The Union and the City reached a tentative agreement during negotiations on November 20, 2013. Based on the most recent internal and external data available the proposed and tentative agreement terms between the union and the City are as follows:

Description of Proposed Agreement

**1. CONTRACT DURATION:**

- Term of 2 years from 1/1/14 - 12/31/15

**2. WAGES:**

- 1/1/14 increase all LELS union classifications 2%.
- 1/1/15 increase all LELS union classifications 2%.

**3. LONGEVITY & EDUCATIONAL INCENTIVE:**

- Same increase as the wage increase for both years.

**4. INSURANCE:**

- Same as City Council has provided to all other City staff.

**5. SPECIALTY PAY:**

- Increase specialty pay by $15 per month bringing it to $275/mo. for 2014 and by $15 per month bringing it to $290/mo. for 2015.

**6. UNIFORMS:**

- Increase uniform allowance by $35 annually bringing it to $805 for uniformed Officer's and for plain clothes Officer's the allowance will remain at $705 for the contract term.

**POLICY OBJECTIVE**

Each year the City budgets wage and benefit adjustments for all employees. The adjustments stem from the best information known or anticipated from the metro labor market, labor settlements, consumer price index, and the ECI-All Workers: State and Local Government Wages for the Nation.

**BUDGET IMPLICATIONS**

This proposed package is within the proposed budget for 2014. However, Council will need to budget for the 2015 terms of this contract.

**STAFF RECOMMENDATION**

Staff recommends approval of the 2014-2015 LELS contract.

**REQUESTED COUNCIL ACTION**

Motion to approve the proposed terms and conditions for the 2014 - 2015 collective bargaining agreement with the LELS, directing City staff to prepare the necessary documents for execution, subject to City Attorney approval.

Prepared by: Eldona Bacon, Human Resources Manager

ROSEVILLE

# REQUEST FOR COUNCIL ACTION

Date: 12/09/2013
Item No.: 7.e

| Department Approval | City Manager Approval |
| --- | --- |

Item Description: Consideration of Entering into a Contract with North Suburban Access Corporation for Video Services

## BACKGROUND

The City currently employees two part-time video production assistants to oversee the filming of City Council and Commission meetings. With the recent changes in the Administration Department, it is prudent look outside the organization to properly manage the production and broadcast of City meetings. Staff has approached the North Suburan Access Corporation (part of CTV) about taking over the video production operations for the City. They are interested in doing it and staff has negotiated a draft agreement for their services. Details of the proposed agreement are as follows:

- NSAC would provide the following services:
  - Video recording of all City Council meetings and monthly Commission meetings.
  - Archiving meetings onto DVDs.
  - Prepare equipment and room for meetings.
  - Maintaining Community Calendar on city cable channel.
  - Basic Equipment Maintenance.
  - Equipment planning.
  - Setting the monthly programming schedule and acquiring outside programing
- NSAC will provide 64.5 hours per month to provide these services.
- The monthly cost would be $1,419 or $17,028. Costs would increase 1% annually in 2015 and 2016.
- Time spent past the annual amount of hours (774 hours) will be billed at $40 per hour
- The term of the contract is three years, expiring on December 31, 2016.

## POLICY OBJECTIVE

Ensuring that the public has access to all meetings of city government is a tenet of good governance. Providing citizens with the opportunity to watch city meetings live or on replay provides for transparency in the governmental process.

## BUDGET IMPLICATIONS

The cost in 2014 of the contract with NSAC will be $17,028, which will come from the Communications Fund.

## STAFF RECOMMENDATION

Staff recommends entering into the agreement with NSAC for video production services and broadcasting of city meetings.

## REQUESTED COUNCIL ACTION

Motion to authorize the City Manager and Mayor to enter into the agreement with NSAC for video production services and broadcasting of city meetings.

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

Attachments: A: Draft Agreement for Professional Services with North Surburban Access Corporation

# Standard Agreement for Professional Services

This Agreement ("Agreement") is made on the 9th day of December, 2013, between the City of Roseville, a municipal corporation (hereinafter "City"), and North Suburban Access 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 December 10, 2013, through December 31, 2016, the date of signature by the parties notwithstanding.

3. ***Compensation for Services.*** The City agrees to pay the Consultant the compensation described in Exhibit B attached hereto for the Work, subject to the following:

   A. Any changes in the Work which may result in an increase to the compensation due the 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 Assistance.*** The City agrees to provide the Consultant with the following assistance concerning the Work to be performed hereunder:

A. Depending on the nature of the Work, Consultant 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 Consultant to enter upon public and private land and property as required for the Consultant to perform and complete the Work.

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

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

5. ***Method of Payment.*** The 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. 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 Consultant of 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 __________________and ____________________ ("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. Consultant may not remove or replace Project Contracts 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.

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 on page 1, a written notice at least seven (7) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the 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 however, the City terminates the 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, 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 of 1990.

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.

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

18. ***Insurance.***

A. General Liability. Prior to starting the Work, 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 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 |
| Employer's Liability (Not needed for Minnesota based Consultant): | $500,000 each accident<br>$500,000 disease policy limit<br>$500,000 disease each employee |
| Commercial General Liability: | $1,000,000 per occurrence<br>$2,000,000 general aggregate<br>$2,000,000 Products – Completed Operations Aggregate<br>$100,000 fire legal liability each occurrence<br>$5,000 medical expense |
| Comprehensive Automobile Liability: | $1,000,000 combined single limit (shall include coverage for all owned, hired and non-owed vehicles. |

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

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.

D. 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:

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 Policies, shall contain a waiver of subrogation naming "the City of Roseville";

c. All policies, except the Worker's Compensation Policies, shall name "the City of Roseville" as an additional insured;

d. All policies, except the Worker's Compensation Policies, shall insure the defense and indemnify obligations assumed by Consultant 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 Consultant'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 Consultant's Work. Such documents evidencing insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Consultant 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 Consultant of any deficiencies in such documents and receipt thereof shall not relieve Consultant from, nor be deemed a waiver of, City's right to enforce the terms of Consultant's obligations hereunder. City reserves the right to examine any policy provided for under this Provision 18.

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

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

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

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

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

19. ***Ownership of Documents.*** All plans, diagrams, analysis, reports, information, and electronic media and data 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. ***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 Consultant under this Agreement. The Consultant agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the parties shall, if requested by the City, meet and discuss the performance of the Consultant relative to the remaining Work to be performed by the Consultant under this Agreement.

22. ***Conflicts.*** No salaried officer or employee of the City and no member of the Board 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. 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

______________________________
Mayor

______________________________
City Manager

(CONSULTANT)

By: ____________________________

Its: ____________________________

# Exhibit A

**Explanation of Services to be Provided**: The North Suburban Access Corporation agrees to provide video services to the City of Roseville.

Services include:

Video recording of City Council Meetings and the monthly Commission Meetings. Archiving onto DVD's.
Prepares equipment and room for meetings.
Maintaining Community Calendar on city cable channel. Basic Equipment Maintenance.
Equipment planning.
Setting the monthly programming schedule and acquiring outside programing i.e. ECHO

It is estimated that the total time required in Roseville will be approximately 64.5 hours per month.

# Attachment B

The City of Roseville agrees to compensate North Suburban Access Corporation $1,290/month for approximately 64.5 hours (774 hours annually) plus 10% administration fees for a total of $1,419 monthly. If the annual hours utilized by the City exceed 774 hours, the City will pay a flat rate of $40 per hour to North Suburban Access Corporation for their services. At the start of 2015, there will be an adjustment of the cost of NSAC's service by 1% to be paid by the City. Similarly, at the start of 2016, another adjustment will be made to the cost of NSAC's service by 1% to be paid by the City.

ROSEVILLE

# REQUEST FOR COUNCIL ACTION

DATE: 12/9/2013
ITEM NO: 7.f

Department Approval

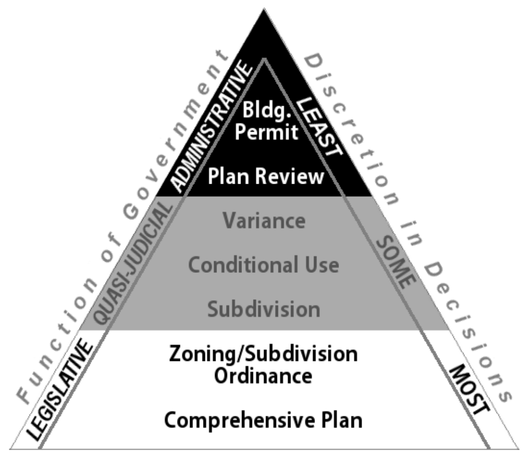
City Manager Approval

Item Description: Request by Meritex Enterprises, Inc., owner of the industrial property at 2280 Walnut Street, for approval a **preliminary plat** of the existing outlot in preparation for development **(PF12-013)**

**Application Review Details**

- Public hearing: November 6, 2013
- RCA prepared: December 4, 2013
- City Council action: December 9, 2013
- Codified action deadline: December 14, 2013

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




## 1.0 REQUESTED ACTION

Meritex Enterprises proposes to plat Outlot A of the Highcrest Park 2nd Addition plat lying immediately south and east of the intersection of Walnut Street and Terminal Road.

## 2.0 SUMMARY OF RECOMMENDATION

Planning Division staff concurs with the recommendation of the Planning Commission to pass a motion approving the proposed PRELIMINARY PLAT; see Section 7 of this report for the detailed recommendation.

## 3.0 BACKGROUND

3.1 The subject property has a Comprehensive Plan Land Use Designation of Industrial (I) and a corresponding zoning classification of Industrial (I) District. The PRELIMINARY PLAT proposal has been prompted by plans to develop an approximately 138,000-square-foot office/warehouse facility on the proposed Lot 1.

3.2 When exercising the so-called "quasi-judicial" authority when acting on a PLAT request, the role of the City is to determine the facts associated with a particular request and apply those facts to the legal standards contained in the ordinance and relevant state law. In general, if the facts indicate the applicant meets the relevant legal standard, then they are likely entitled to the approval, although the City is able to add conditions to a plat approval to ensure that the likely impacts to roads, storm sewers, and other public infrastructure on and around the subject property are adequately addressed.

3.3 A preliminary plat of this same property was approved in September 2012, but a final plat application was never submitted because the anticipated end-user of the site decided not to pursue the contemplated development.

## 4.0 PRELIMINARY PLAT ANALYSIS

4.1 Plat proposals are reviewed primarily for the purpose of ensuring that all proposed lots meet the minimum size requirements of the zoning code, that adequate streets and other public infrastructure are in place or identified and constructed, and that storm water is addressed to prevent problems either on nearby property or within the storm water system. As a PRELIMINARY PLAT of an industrial property, the proposal leaves no zoning issues to be addressed since the Zoning Code does not establish minimum lot dimensions or area. The proposed PRELIMINARY PLAT is included with this report as Attachment C.

4.2 A tree inventory has been completed to determine whether any trees are required to be preserved under the requirements of City Code §1011.04 (Tree Preservation in All Districts). The City Planner has reviewed the information provided and confirmed that the collection of amur maple, pine, linden, ash, and honeylocust trees on the tree survey do not meet the 6 inch minimum diameter required for preservation or replacement. Since the intention of the proposed grading/drainage plan is to locate the storm water ponding area in the southern portion of the site, preservation of these trees will be limited.

4.3 Roseville's Parks and Recreation Commission reviewed the previous plat against the park dedication requirements of §1103.07 of the City Code at its meeting on September 15, 2012. After reviewing that proposal, the Parks and Recreation Commission recommended requiring a dedication of cash in lieu of land in this location. Roseville's 2013 Fee Schedule establishes a park dedication amount equal to 7% of the 2013 fair market value of the unimproved land to be platted, as determined by the Ramsey County Assessor's office; with a 2013 valuation of $1,733,700, the total cash dedication would be $121,359, to be collected prior to recording an approved final plat at Ramsey County.

## 5.0 PUBLIC COMMENT

The duly-noticed public hearing for this application was held by the Planning Commission on November 6, 2013; draft minutes of the public hearing are included with this report as Attachment D. Planning Division staff has received no communications about the proposal at the time this report was prepared.

## 6.0 RECOMMENDATION

Based on the comments and findings outlined in Sections 3 – 5 of this RCA, the Planning Division concurs with the recommendation of the Planning Commission to approve the proposed PRELIMINARY PLAT pursuant to Title 11 of the Roseville City Code with the condition the applicant shall continue working with the Public Works Department to address easement, storm water infrastructure requirements as necessary.

## 7.0 POSSIBLE COUNCIL ACTIONS

7.1 **Pass a motion to approve the proposed PRELIMINARY PLAT of Outlot A of the Highcrest Park 2nd Addition plat as recommended**, based on the comments and findings of Sections 3 – 5 and the recommendation of Section 6 of this RCA.

7.2 **Pass a motion to table the item for future action.** Tabling beyond December 14, 2013 would require extension of the 60-day action deadline established in Minn. Stat. §15.99.

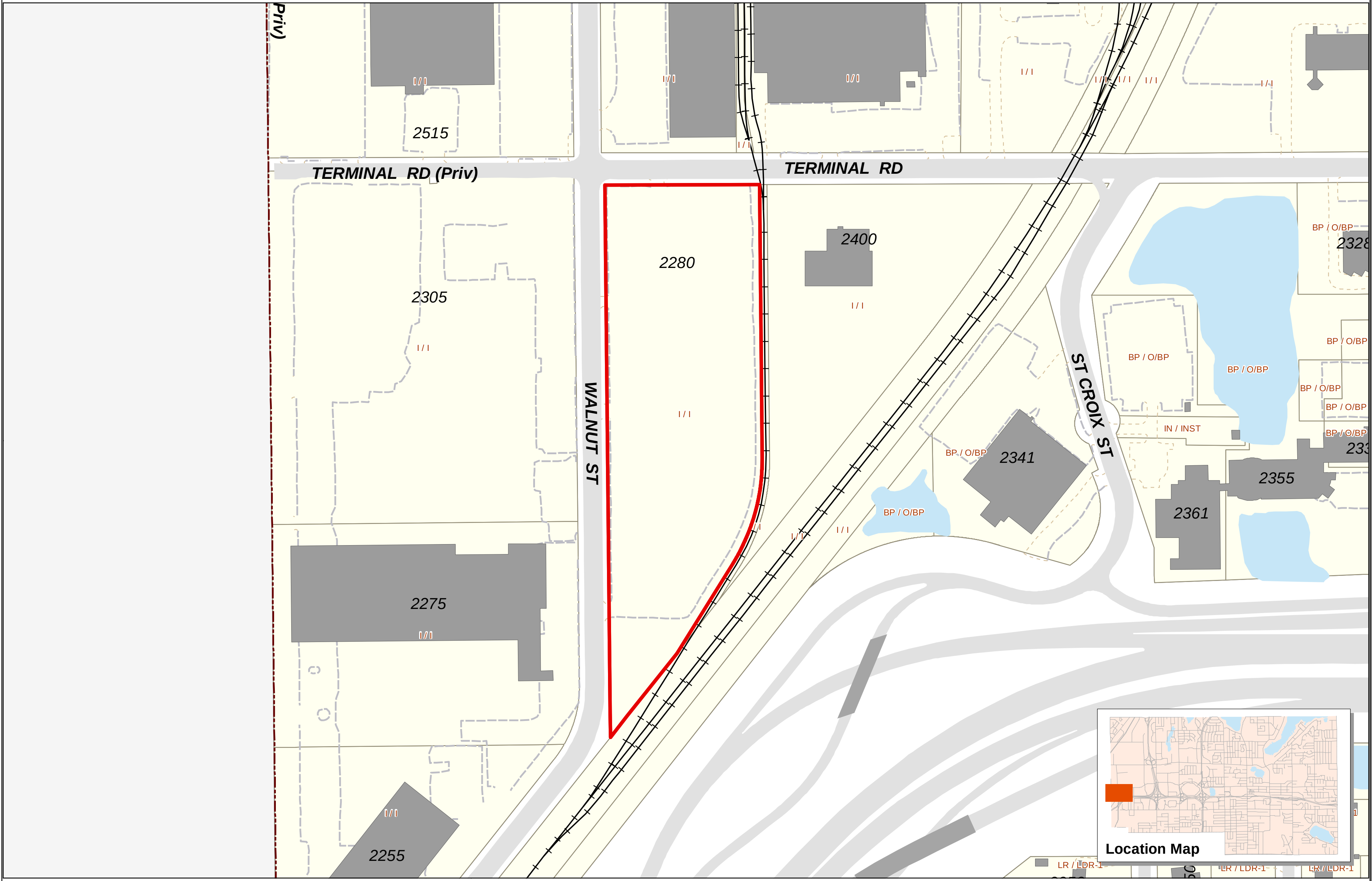
7.3 **Pass a motion, to deny the requested approval.** Denial should be supported by specific findings of fact based on the City Council's review of the application, applicable zoning and subdivision regulations, and the public record.

**Prepared by: Associate Planner Bryan Lloyd**

Attachments:
A: Area map
B: Aerial photo
C: Preliminary plat
D: Draft 11/6/2013 public hearing minutes

Attachment 1

# Attachment A for Planning File 12-013




Prepared by:
Community Development Department
Printed: October 15, 2013

Site Location

LR / LDR-1 Comp Plan / Zoning Designations

**Data Sources**

* Ramsey County GIS Base Map (9/4/2013)

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



0 100 200 Feet

N

mapdoc: planning_commission_location.mxd

Attachment B

# Attachment B for Planning File 12-013


ROSEVILLE

Prepared by:
Community Development Department
Printed: October 18, 2013

Site Location

**Data Sources**
* Ramsey County GIS Base Map (10/7/2013)
* Aerial Data: MnGeo (4/2012)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN



0 50 100 Feet

N

**7a. Park Dedication Determination:** The applicant has made the Parks and Recreation Department aware of this Preliminary Plat Application (see attached correspondence). At the time of this application submittal, documentation from Parks and Recreation Department regarding park dedication has not been finalized.

**7b. Legal Description and PID:** Currently Outlot A, Highcrest Park 2nd Addition, Ramsey County, Minnesota. PID: 08-29-23-32-0005.

**7c. Proposed Plans:** The following plans are attached for consideration:

i. Property Survey
ii. Preliminary Plat
iii. Schematic Development Plan

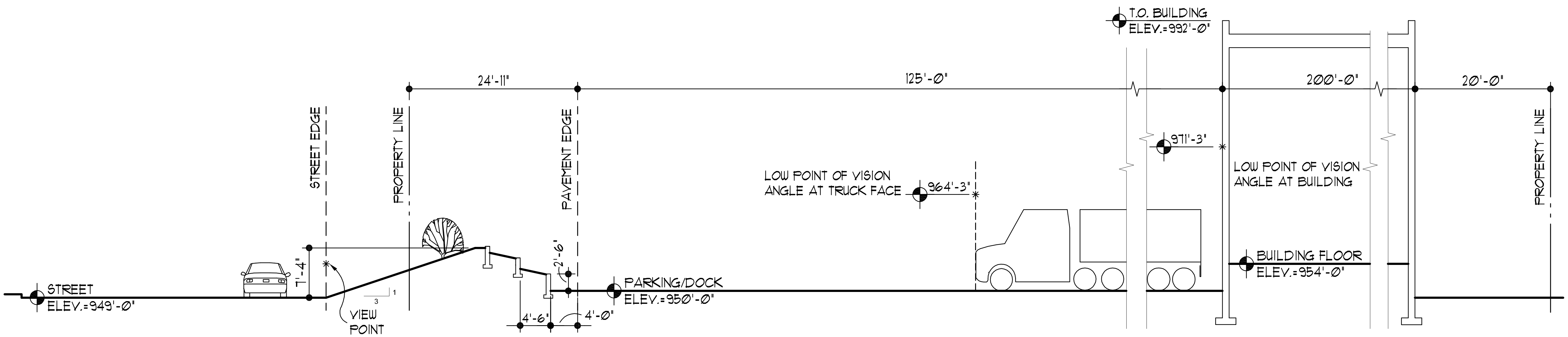
**7d. Written Narrative**

Meritex Enterprises, Inc. (fka Space Center Enterprises, Inc.) has been a significant owner of office and industrial space in Roseville, Minnesota since the early 1960's. At one time Meritex owned over 80 acres of commercial real estate in various locations throughout Roseville. Since that time, many of the sites have been sold and redeveloped. Most recently, Meritex has sold land parcels to Federal Express, CertiFit, AirGas and Trammel Crow who have all constructed attractive industrial buildings on their respective sites which have in turn generated quality jobs and additional property tax revenue.

Meritex now wishes to develop a 138,087 SF, multi-tenant, rail-served warehouse building on its remaining 8.29 acre site. The attached Schematic Development Plan (SCD) shows the proposed building and its orientation to an existing rail spur owned and operated by Minnesota Commercial Railway. Concurrent with this Preliminary Plat Application, Meritex is submitting a Variance Application which would permit dock doors to face Walnut Street (deemed to be the property frontage). The proposed development would comply with all other applicable code requirements.

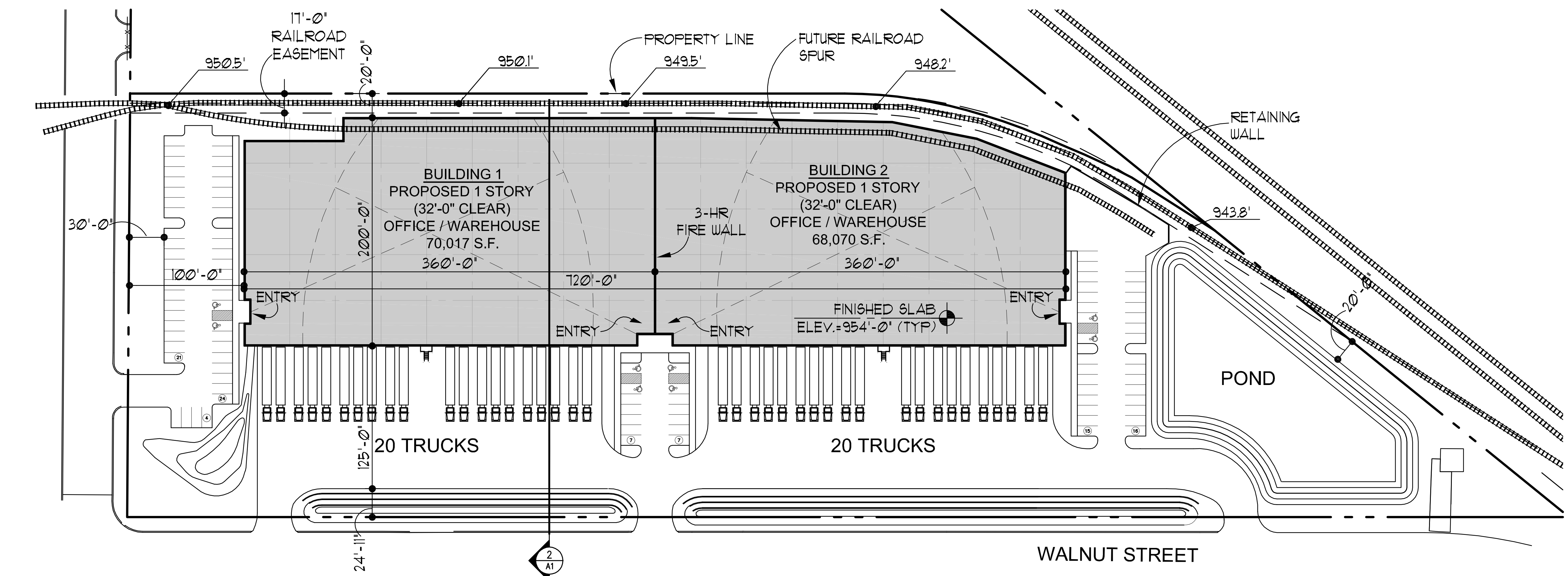
The SCD also depicts an on-site storm water management pond. The size of the pond was determined by Pope Architects and is approximately ten percent of the total site area (a "rule-of-thumb" commonly applied during the early stages of design).

The site's current legal description is Outlot A - Highcrest Park 2nd Addition. In order to develop the parcel, it is necessary to plat the property.




## 2 A1 SITE SECTION
1/16"=1'-0"

0 8' 16' 32'




## 1 A1 SITE PLAN
IMPERVIOUS SITE COVERAGE: 69%

1"=100'-0"

0 50' 100' 200'

NORTH

POPE ARCHITECTS

POPE ARCHITECTS
1295 BANDANA BLVD N, SUITE 200
ST. PAUL, MN 55108-2735
(651) 642-9200 | FAX (651) 642-1101
www.popearch.com

MERITEX

DISTRIBUTION CENTER 1
ROSEVILLE, MN

SITE STUDY

Issues and Revisions:

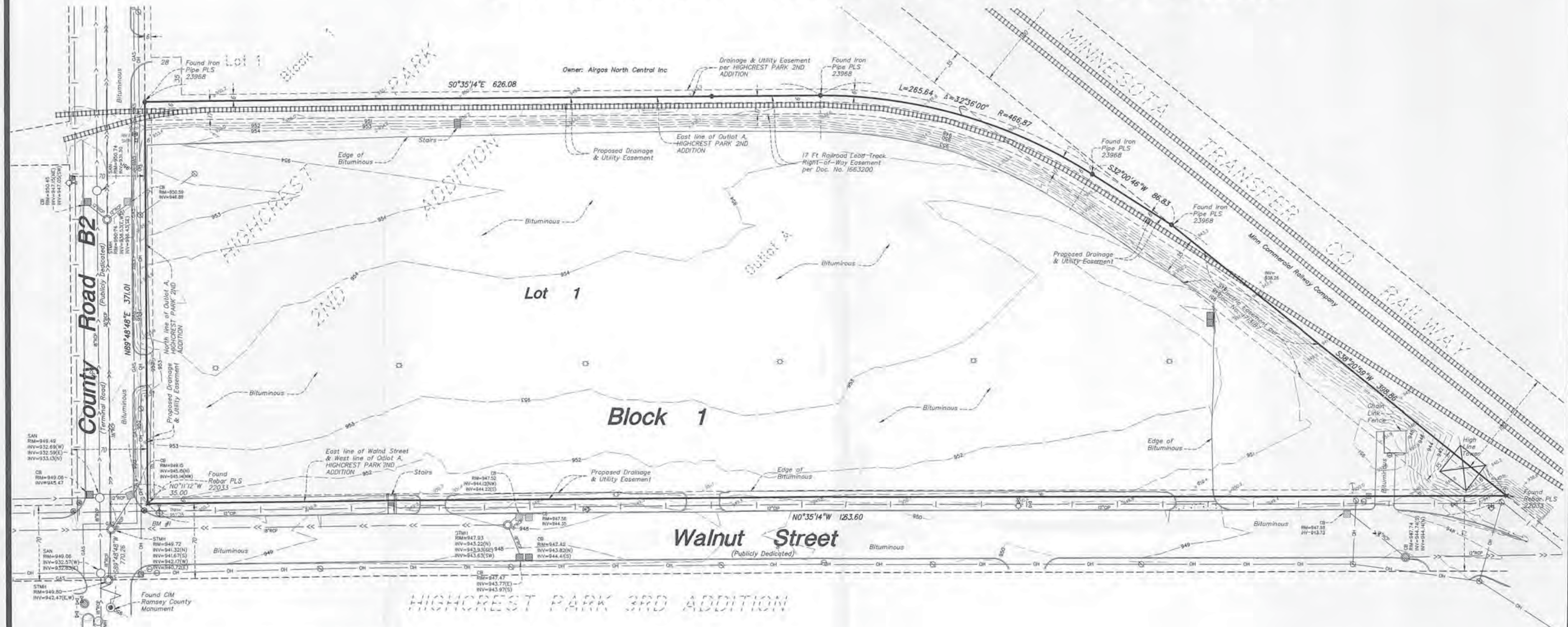
| | |
|---|---|
| Commission No. | 52637-13119 |
| Drawn by | KR |
| Checked by | RP |

SHEET

A1

Attachment C

# Preliminary Plat of: HIGHCREST PARK 6TH ADDITION




<u>**PRELIMINARY PLAT GENERAL NOTES**</u>

**SURVEYOR:**
Loucks Associates, Inc.
7200 Hemlock Lane, Suite 300
Maple Grove, MN 55330
763-424-5505

**OWNER/DEVELOPER:**
Meritex
24 University Avenue N.E., Site 200
Minneapolis, MN 55413
651-855-9654

**LEGAL DESCRIPTION:**
Outlot A, HIGHCREST PARK 2ND ADDITION, Ramsey County, Minnesota

**DATE OF PREPARATION:**
October 15, 2013

**BENCHMARKS:**
Top nut of hydrant located at southeast quadrant of County Road B2 and Wanut Street, as shown.
Elev. = 952.35 (NGVD 1929 Datum)

MN/DOT Geodetic Database
Station name: 9194

**PROPOSED BUILDING SETBACKS:**

| | |
|---|---|
| Front | = 30 Feet |
| Side (Corner) | = 30 Feet |
| Side (Interior) | = 10 Feet |
| Rear | = 20 Feet |

**FLOOD ZONE DESIGNATION:**
This property is contained in unprinted Flood Insurance Rate Map, (ommunity Panel No. 27123C00156, (no special flood hazard areas).

**BEARING BASIS**
The north line of Outlot A, HIGHCREST PARK 2ND ADDITION is assmed to bear North 89 degrees 48 minutes 48 seconds East.

Project Name:
MERITEX

Roseville, Minnesota

Owner/Developer:
Meritx
24 University Avenue NE
Suite 200
Minneapolis, MN

Professional Services:
LOUCKS ASSOCIATES
Planning • Civil Engineering • Land Surveying
Landscape Architecture • Environmental
7200 Hemlock Lane - Suite 300
Maple Grove, MN 55369
Telephone: (763) 424-5505
www.LoucksAssociates.com



CADD Qualification:
CADD files prepared by the Consultant for this project are instruments of the Consultant professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.
S13484-PREPLAT.DWG/Sht1

Revisions:

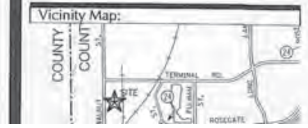
| | |
|---|---|
| 10-15-13 | Drawing issued |
| 10-16-13 | Updated labels |

Professional Signature:
I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

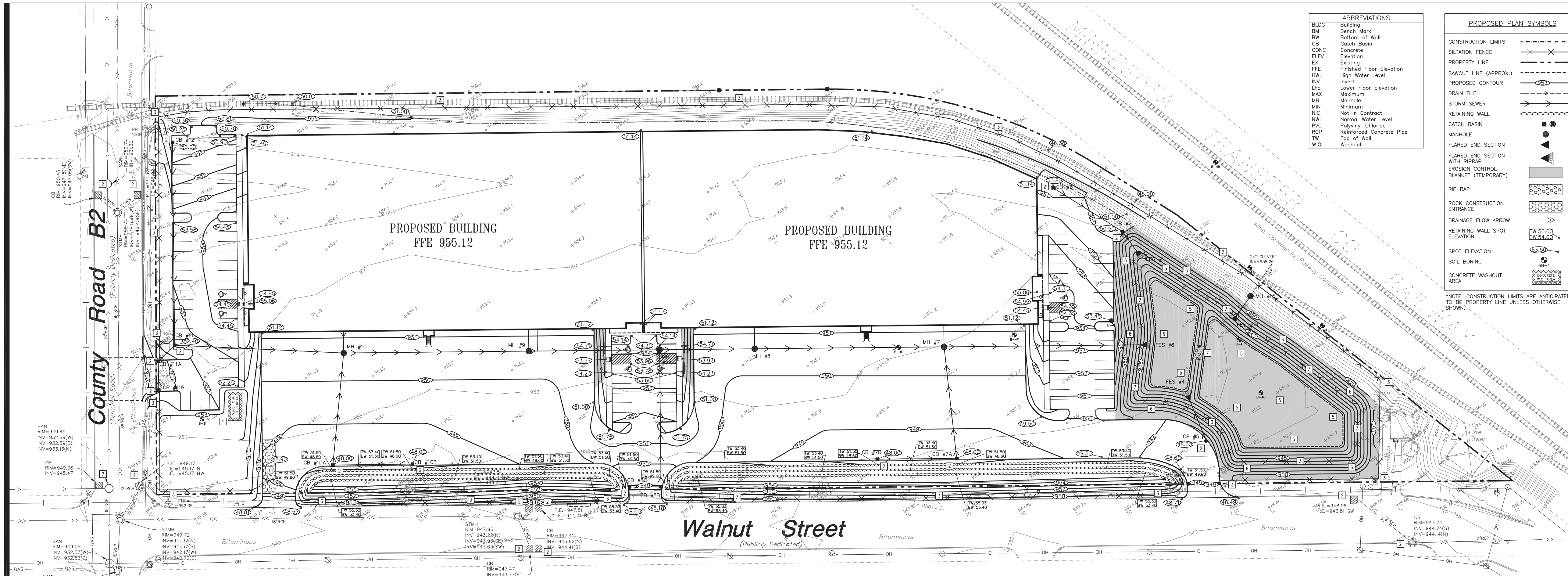
Henry D. Nelson - PLS
17255 — License No.
10-16-13 — Date

Quality Control:
HDN — Project Lead:
SFH — Drawn By:
Checked By:
Review Date:

Vicinity Map:



CADD DATA\SURVEY




1/C2.0 GRADING, DRAINAGE AND EROSION CONTROL PLAN
1"=40'

Z

40' 20' 0 40' 80'
SCALE 1" = 40'

APPROXIMATE DISTURBED AREA IS X.XX ACRES

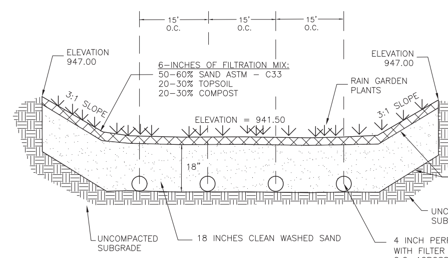
## RETAINING WALL NOTES:

1. ALL TOP AND BOTTOM ELEVATIONS CORRESPOND TO THE RESPECTIVE GRADE ELEVATIONS ON EACH SIDE OF THE WALL.

2. THE BOTTOM ELEVATION IS THE ELEVATION OF THE LOW-GRADE SIDE OF THE WALL, NOT THE TOP ELEVATION OF THE BURIED BLOCK COURSE.

3. ALL RETAINING WALLS SHALL HAVE PROTECTIVE FENCING AT THE TOP WHERE THE VERTICAL HEIGHT EXCEEDS 30 INCHES. REFER TO ARCHITECTURAL AND LANDSCAPE PLANS AND SPECIFICATIONS.

4. MODULAR BLOCK RETAINING WALL SHALL BE DESIGNED AND CERTIFIED BY A LICENSED PROFESSIONAL ENGINEER. DESIGN CALCULATIONS AND SHOP DRAWINGS SHALL BE SUBMITTED TO THE OWNER AND ARCHITECT PRIOR TO CONSTRUCTION OF WALL.




NOTE:
REFER TO LANDSCAPE ARCHITECTURAL SITE PLAN FOR RAIN GARDEN PLANTINGS

2/C2.0 FILTRATION BASIN DETAIL
NOT TO SCALE

## EROSION CONTROL NOTES:

1. ALL EROSION CONTROL FACILITIES SHALL BE INSTALLED PRIOR TO ANY SITE GRADING OPERATIONS. THE CITY ENGINEERING DEPARTMENT AND WATERSHED DISTRICT MUST BE NOTIFIED UPON COMPLETION OF THE INSTALLATION OF THE REQUIRED EROSION CONTROL FACILITIES AND PRIOR TO ANY GRADING OPERATION BEING COMMENCED. THE CONTRACTOR IS RESPONSIBLE TO SCHEDULE A PRE-CONSTRUCTION GRADING MEETING ON-SITE WITH THE CITY AND WATERSHED DISTRICT. IF DAMAGED OR REMOVED DURING CONSTRUCTION, ALL EROSION CONTROL FACILITIES SHALL BE RESTORED AND IN PLACE AT THE END OF EACH DAY.
2. ANY EROSION CONTROL FACILITIES DEEMED NECESSARY BY THE CITY OR WATERSHED; BEFORE, DURING OR AFTER THE GRADING ACTIVITIES, SHALL BE INSTALLED AT THEIR REQUEST.
3. NO DEVIATIONS SHALL BE MADE FROM THE ELEVATIONS SHOWN ON THE APPROVED GRADING PLAN, WITHOUT PRIOR APPROVAL FROM THE CITY.
4. FOR SITES GREATER THAN 1.0 ACRE, AS REQUIRED BY THE MPCA PERMIT REQUIREMENTS, THE PERMIT APPLICANT MUST KEEP AN EROSION CONTROL INSPECTION LOG. INSPECTION MUST BE MADE ONCE EVERY SEVEN DAYS AND WITHIN 24 HOURS AFTER EVERY RAIN EVENT. THE INSPECTION RECORD MUST BE MADE AVAILABLE TO THE CITY AND WATERSHED WITHIN 24 HOURS OF REQUEST.
5. FLOWS FROM DIVERSION CHANNELS OR PIPES (TEMPORARY OR PERMANENT) SHALL BE ROUTED TO SEDIMENTATION BASINS OR APPROPRIATE ENERGY DISSIPATERS TO PREVENT TRANSPORT OF SEDIMENT TO OUTFLOW TO LATERAL CONVEYORS AND TO PREVENT EROSION AND SEDIMENTATION WHEN RUNOFF FLOWS INTO THESE CONVEYORS.
6. SITE ACCESS ROADS SHALL BE GRADED OR OTHERWISE PROTECTED WITH SILT FENCES, DIVERSION CHANNELS, OR DIKES AND PIPES TO PREVENT SEDIMENT FROM EXITING THE SITE VIA THE ACCESS ROADS. SITE-ACCESS ROADS/DRIVEWAYS SHALL BE SURFACED WITH CRUSHED ROCK WHERE THEY ADJOIN EXISTING PAVED ROADWAYS.
7. SOILS TRACKED FROM THE SITE BY MOTOR VEHICLES OR EQUIPMENT SHALL BE CLEANED DAILY FROM PAVED ROADWAY SURFACES, OR MORE FREQUENTLY IF REQUESTED BY CITY OR WATERSHED, THROUGHOUT THE DURATION OF CONSTRUCTION.
8. DUST CONTROL MEASURES SHALL BE PERFORMED PERIODICALLY WHEN CONDITIONS REQUIRE AND/OR AS DIRECTED BY THE CITY OR WATERSHED.
9. ALL EROSION CONTROL MEASURES SHALL BE USED AND MAINTAINED FOR THE DURATION OF SITE CONSTRUCTION. IF CONSTRUCTION OPERATIONS OR NATURAL EVENTS DAMAGE OR INTERFERE WITH THESE EROSION CONTROL MEASURES, THEY SHALL BE RESTORED TO SERVE THEIR INTENDED FUNCTION AT THE END OF EACH DAY OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS.
10. ALL CONSTRUCTION AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED AS SOON AS POSSIBLE. ANY AREAS WHICH HAVE BEEN FINISHED GRADED OR AREAS THAT HAVE BEEN DISTURBED AND FOR WHICH GRADING OR SITE BUILDING CONSTRUCTION OPERATIONS ARE NOT ACTIVELY UNDERWAY SHALL BE SEEDED AND MULCHED AS SET FORTH IN THE FOLLOWING PARAGRAPHS WITHIN 14 DAYS:
    A. ALL SEEDED AREAS SHALL BE EITHER MULCHED AND DISC-ANCHORED OR COVERED BY FIBROUS BLANKETS TO PROTECT SEEDS AND LIMIT EROSION. TEMPORARY STRAW MULCH SHALL BE DISC-ANCHORED AND APPLIED AT A UNIFORM RATE OF NOT LESS THAN TWO TONS PER ACRE AND NOT LESS THAN 80% COVERAGE.
    B. IF THE GRADED AREA IS ANTICIPATED TO BE RE-DISTURBED/DEVELOPED WITHIN SIX MONTHS, PROVIDE A TEMPORARY VEGETATIVE COVER CONSISTING OF MINNESOTA DEPARTMENT OF TRANSPORTATION (MNDOT) SEED MIXTURE 21-111 (OATS), OR 21-112 (WINTER WHEAT), AT A RATE OF 100 POUNDS PER ACRE.
    C. IF GRADED AREA WILL NOT BE DEVELOPED FOR A PERIOD GREATER THAN SIX MONTHS, PROVIDE A SEMI-PERMANENT VEGETATIVE COVER OF SEED MIXTURE MNDOT 22-112 AT A RATE OF 40 POUNDS PER ACRE.
    D. GRADING BONDS OR THE EQUIVALENT SECURITIES SHALL BE RETAINED UNTIL TURF HAS GERMINATED AND SURVIVED A 60-DAY GROWING PERIOD.
    E. ALL AREAS THAT WILL NOT BE MOWED OR MAINTAINED AS PART OF THE ULTIMATE DESIGN WILL BE PERMANENTLY RESTORED USING SEED MIXTURE MNDOT 25-141 AT A RATE OF 59 POUNDS PER ACRE.
    F. UNLESS SPECIFIED ELSEWHERE WITHIN THE CONSTRUCTION DOCUMENTS (I.E. ARCHITECTURAL SITE PLAN OR LANDSCAPE PLAN), PERMANENT TURF RESTORATION SHALL CONSIST OF MN/DOT SEED MIXTURE 25-131 (COMMERCIAL TURF GRASS) AT A RATE OF 220 POUNDS PER ACRE.
    G. WHENEVER OTHER EROSION AND SEDIMENT CONTROL PRACTICES ARE INADEQUATE, TEMPORARY ON-SITE SEDIMENT BASINS THAT CONFORM TO THE CRITERIA FOR ON-SITE DETENTION BASINS SHALL BE PROVIDED.
11. RUNOFF SHALL BE PREVENTED FROM ENTERING ALL STORM SEWER CATCH BASINS PROVIDING THEY ARE NOT NEEDED DURING CONSTRUCTION. WHERE STORM SEWER CATCH BASINS ARE NECESSARY FOR SITE DRAINAGE DURING CONSTRUCTION, A SILT FENCE OR SEDIMENT PROTECTION DEVICES AS DETAILED SHALL BE INSTALLED AND MAINTAINED AROUND ALL CATCH BASINS UNTIL THE TRIBUTARY AREA TO THE CATCH BASIN IS RESTORED.
12. GRADING ACTIVITIES PROPOSED TO BEGIN AFTER OCTOBER 15 WILL REQUIRE AN APPROVED PHASING SCHEDULE. THE AREA OF LAND THAT THE CITY WILL ALLOW TO BE DISTURBED AT THIS TIME OF YEAR WILL BE SEVERELY LIMITED. THE CITY WILL ALSO REQUIRE ADDITIONAL EROSION CONTROL DEVISES, I.E., TEMPORARY SEDIMENT BASINS, DORMANT SEEDING AND HIGH RATES OF APPLICATION OF BOTH SEED AND MULCH.
13. FILTER BLANKET AND RIPRAP SHALL BE INSTALLED ON THE DOWNSTREAM SIDES OF ALL STORM SEWER OUTLETS 24 HOURS AFTER CONSTRUCTION AS INDICATED AND DETAILED. ALL RIPRAP SHALL BE INSTALLED WITH A FILTER MATERIAL MEETING THE MNDOT SPECIFICATIONS FOR RIPRAP AND FILTER MATERIAL.
14. EROSION CONTROL FACILITIES SHALL BE INSTALLED AND MAINTAINED AROUND THE PERIMETER OF ALL LAKES, PONDS AND WETLANDS WITHIN OR ADJACENT TO THE AREA TO BE GRADED UNTIL THE AREA TRIBUTARY TO THE LAKE, POND OR WETLAND IS RESTORED.
15. TO MINIMIZE EROSION, ALL 3:1 SLOPES SHALL BE COVERED WITH A MN/DOT 3885 CATEGORY 2 STRAW EROSION CONTROL BLANKETS OR STAKED SOD.
16. ACCUMULATION OF ALL SEDIMENT OCCURRING IN STORM SEWERS, DITCHES, LAKES, PONDS AND WETLANDS SHALL BE REMOVED PRIOR TO, DURING AND AFTER COMPLETION OF GRADING ACTIVITIES.
17. EROSION CONTROL ITEMS AND DEVICES SHALL BE REMOVED ONLY AFTER THE AREA HAS RECEIVED FINAL STABILIZATION OR AS DIRECTED BY THE CITY AND/OR WATERSHED.

## WALKWAY NOTES:

1. GRADING CONTRACTOR IS TO COORDINATE WITH PAVING CONTRACTOR SO THAT ALL STEPS AND LANDINGS ARE SLOPED PER CODE.

2. ALL SIDEWALK LONGITUDINAL AND TRANSVERSE SLOPES ARE TO BE PER CODE.

## KEYED NOTES

KEYED NOTES ARE DENOTED BY $\boxed{NO}$ ON PLAN.

$\boxed{1}$ INSTALL ROCK CONSTRUCTION ENTRANCE. REFER TO DETAIL 2/C1.0.

$\boxed{2}$ INSTALL INLET SEDIMENT PROTECTION. REFER TO DETAIL 3/C1.0.

$\boxed{3}$ INSTALL SILT FENCE. REFER TO DETAIL 4/C1.0.

$\boxed{4}$ APPROXIMATE LOCATION OF TEMPORARY CONTAINED CONCRETE WASH OUT BIN. REFER TO THE MINNESOTA'S NPDES/SDS GENERAL STORMWATER PERMIT FOR CONSTRUCTION ACTIVITY FOR MORE DETAILS. SELF CONTAINED CONCRETE WASHOUTS ON CONCRETE DELIVERY TRUCKS IS AN ACCEPTABLE ALTERNATIVE TO ON-SITE CONTAINMENT.

$\boxed{5}$ FILTRATION BASIN AND WATER QUALITY TREATMENT PONDS ARE TO BE CONSTRUCTED AT THE BEGINNING OF GRADING OPERATIONS. INFILTRATION BASINS ARE TO BE ROUGH GRADED AND INSTALLED PER DETAIL 2/C2.0. CONTRACTOR SHALL SURROUNDED FILTRATION BASIN WITH SILT FENCE PER DETAIL 4/C1.0 AFTER THE COMPLETION OF ROUGH GRADING. **CONSTRUCTION TRAFFIC IN FILTRATION AREAS IS NOT ALLOWED AFTER AREA HAS BEEN EXCAVATED. IF AREA BECOMES COMPACTED, LOOSEN SOIL WITH MECHANICAL TILLER PRIOR TO FINAL STABILIZATION. FILTRATION AREAS ARE NOT APPROVED BORROW SITES AND ARE NOT TO BE USED FOR TEMPORARY SEDIMENT BASINS. CONTRACTOR SHALL ENSURE THAT BASINS FILTRATE AT A MINIMUM RATE OF 1-INCH PER HOUR USING A PERCOLATION TEST ON BOTH BASINS BEFORE FINAL ACCEPTANCE. PERCOLATION TEST SHALL BE SIGNED BY A REGISTERED GEOTECHNICAL ENGINEER AND SUBMITTED TO THE CITY AND ENGINEER FOR REVIEW BEFORE FINAL APPROVAL.**

$\boxed{6}$ INSTALL MN/DOT 3885 CATEGORY 2 TEMPORARY STRAW FIBER EROSION CONTROL BLANKET.

$\boxed{7}$ INSTALL CLASS 2 RIP RAP AT OVERFLOW WEIR WHERE SHOWN ON 1/C2.0. CONTRACTOR SHALL EXTEND RIP RAP TO LOWEST POND CONTOUR ON BOTH SIDES OF WEIR.

## GRADING NOTES:

1. THE CONTRACTOR SHALL VISIT THE SITE, REVIEW ALL CONSTRUCTION DOCUMENTS AND FIELD VERIFY THE EXISTING CONDITIONS PRIOR TO BIDDING. NO ADDITIONAL COMPENSATION WILL BE GIVEN FOR WORK THAT COULD HAVE BEEN IDENTIFIED BY A SITE VISIT OR CONSTRUCTION DOCUMENT REVIEW.
2. THE BACKGROUND INFORMATION WAS PREPARED BY LOUCKS ASSOCIATES (763) 424-5505 AND MODIFIED BY BKBM PER INFORMATION FROM RLK SURVEY DATED AUGUST 03, 2012.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY THE LOCATION, ELEVATION AND MARK ALL EXISTING UTILITIES 48 HOURS BEFORE CONSTRUCTION STARTS. THE ENGINEER, ARCHITECT OR OWNER DOES NOT GUARANTEE THAT ALL THE UTILITIES ARE MAPPED, OR IF MAPPED, ARE SHOWN CORRECTLY. CONTACT GOPHER ONE AT 651-454-0002 FOR FIELD LOCATING EXISTING UTILITIES. CONTACT UTILITY OWNER IF DAMAGE OCCURS DUE TO CONSTRUCTION.
4. PROTECT ALL EXISTING STRUCTURES AND UTILITIES WHICH ARE NOT SCHEDULED FOR REMOVAL.
5. NOTIFY CITY BUILDING INSPECTOR BEFORE TRENCHING AND EXCAVATION WORK COMMENCES. THE CONTRACTOR SHALL OBTAIN ALL APPLICABLE PERMITS PRIOR TO START OF CONSTRUCTION.
6. ALL SPOT ELEVATIONS SHOWN AS 52.80, FOR EXAMPLE, ARE TO BE UNDERSTOOD TO MEAN 952.80.
7. ALL SPOT ELEVATIONS ALONG THE CURB-LINE INDICATE THE ELEVATION OF THE GUTTER, UNLESS NOTED OTHERWISE.
8. NO LANDSCAPED SLOPES ARE TO EXCEED 3:1 (3 FEET HORIZONTAL TO 1 FOOT VERTICAL) UNLESS NOTED OTHERWISE.
9. HANDICAP PARKING AREAS SHALL NOT HAVE SLOPES IN ANY DIRECTION THAT EXCEED 2%.
10. PROVIDE POSITIVE DRAINAGE FROM BUILDINGS AT ALL TIMES.
11. UPON COMPLETION OF THE GRADING AND UTILITY WORK, THE DEVELOPER SHALL CERTIFY THAT ALL GRADING AND UTILITY WORK WAS PERFORMED IN ACCORDANCE WITH THE APPROVED GRADING AND UTILITY PERMITS. AN AS-BUILT GRADING AND UTILITY PLAN SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND DISTRIBUTION.
12. PRIOR TO ISSUANCE OF BUILDING PERMITS, ALL NECESSARY EROSION CONTROL DEVICES MUST BE IN PLACE AND FUNCTIONING. THE CITY AND WATERSHED WILL INSPECT THE SITE TO DETERMINE ITS SUITABILITY FOR BUILDING ACTIVITIES. IF THE PUBLIC UTILITIES HAVE NOT BEEN INSTALLED AT THIS POINT, IT MAY BE NECESSARY TO WITHHOLD BUILDING PERMITS FOR VARIOUS LOTS TO ALLOW THE CONTRACTOR ADEQUATE SPACE TO PERFORM THIS WORK.
13. ALL DEBRIS CREATED IN THE PROCESS OF CLEARING AND GRADING THE SITE SHALL BE REMOVED FROM THE SITE. THIS INCLUDES TREES AND SHRUBS. UNDER NO CIRCUMSTANCES SHALL THIS TYPE OF MATERIAL BE BURIED OR BURNED ON THE SITE.
14. THE INTENT IS TO STRIP AND SALVAGED TOPSOIL FOR POTENTIAL RE-SPREADING ON THE SITE, IF APPROVED BY THE LANDSCAPE ARCHITECT AND/OR SPECIFICATIONS. SIX INCHES OF TOPSOIL – AFTER COMPACTION – SHALL BE RE-SPREAD PRIOR TO SEEDING AND MULCHING. EXCESS TOPSOIL MAY BE REMOVED FROM THE SITE PROVIDING THERE IS ADEQUATE TOPSOIL REMAINING TO PROPERLY FINISH THE SITE AS NOTED ABOVE. THE TOPSOIL STRIPPING, STOCKPILING AND RE-SPREADING SHALL BE DONE IN ACCORDANCE TO, AND NOTED ON, THE APPROVED GRADING PLAN AND SPECIFICATIONS. THE CONTRACTOR SHALL REFER TO THE LANDSCAPE DRAWINGS AND SPECIFICATIONS FOR ANY SPECIAL TOPSOIL OR PLANTING REQUIREMENTS.
15. ALL GRADING OPERATIONS SHALL BE CONDUCTED IN A MANNER TO MINIMIZE THE POTENTIAL FOR SITE EROSION. EROSION CONTROL MEASURES SHALL BE INSTALLED TO PREVENT SEDIMENT FROM RUNNING OFF ONTO ADJACENT PROPERTIES. ANY DAMAGE TO ADJACENT PROPERTIES MUST BE CORRECTED AND RESTORED AS SOON AS PERMISSION IS GRANTED FROM THE ADJACENT PROPERTY OWNER(S).
16. IF CONSTRUCTION OF THE SITE WORK PROCEEDS THROUGH THE WINTER MONTHS, ANY DISTURBED AREAS OUTSIDE THE BUILDING FOOTPRINTS ARE TO BE MINIMALLY STABILIZED PRIOR TO MARCH 1, AS FOLLOWS: AREAS PLANNED TO RECEIVE PAVEMENTS ARE TO HAVE CLASS 5 BASE INSTALLED; ALL OTHER DISTURBED AREAS ARE TO BE SEEDED, STRAW MULCH PLACED, AND DISC-ANCHORED.
17. WINTER MULCHING:
    17.A. SNOW MULCHING SHALL BE DEFINED AS MULCH MATERIAL SPREAD OVER THE TOP OF SNOW SO THAT THE MULCH MELTS THROUGH THE SNOW AND STICKS TO THE EXPOSED SOILS.
    17.B. FROZEN GROUND MULCHING SHALL BE DEFINED AS MULCH MATERIAL SPREAD OVER FROZEN GROUND. MULCH MATERIALS THAT DO NOT REQUIRE DISC-ANCHORING INTO THE SOIL MAY BE PLACED WITHOUT MODIFICATION. MULCH MATERIALS THAT REQUIRE DISC-ANCHORING MAYBE ANCHORED WITH HYDRAULIC SOIL STABILIZERS OR MAY BE FROZEN TO THE SOIL BY APPLYING WATER, AT A RATE OF 2000 GALLONS PER ACRE, OVER THE MULCH AS A SUBSTITUTION FOR DISC-ANCHORING.
18. RETAINING WALLS AND APPROPRIATE SAFETY FENCING ALONG THE TOP OF WALLS ARE TO BE DESIGNED AND CERTIFIED BY A REGISTERED PROFESSIONAL ENGINEER. SUBMIT RETAINING WALL SHOP DRAWINGS TO PROJECT TEAM PRIOR TO CONSTRUCTION.
19. THE CONTRACTOR SHALL LIMIT THE DISTURBED AREA AS MUCH AS POSSIBLE.

POPE ARCHITECTS

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www.popearch.com

MERITEX

MERITEX DC-II
ROSEVILLE, MN

PRELIMINARY NOT FOR CONSTRUCTION

Issues and Revisions:

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| XXX | XX-XX-XX |

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| Commission No. | 52637-13119 |
| Drawn by | |
| Checked by | XXX |

SHEET

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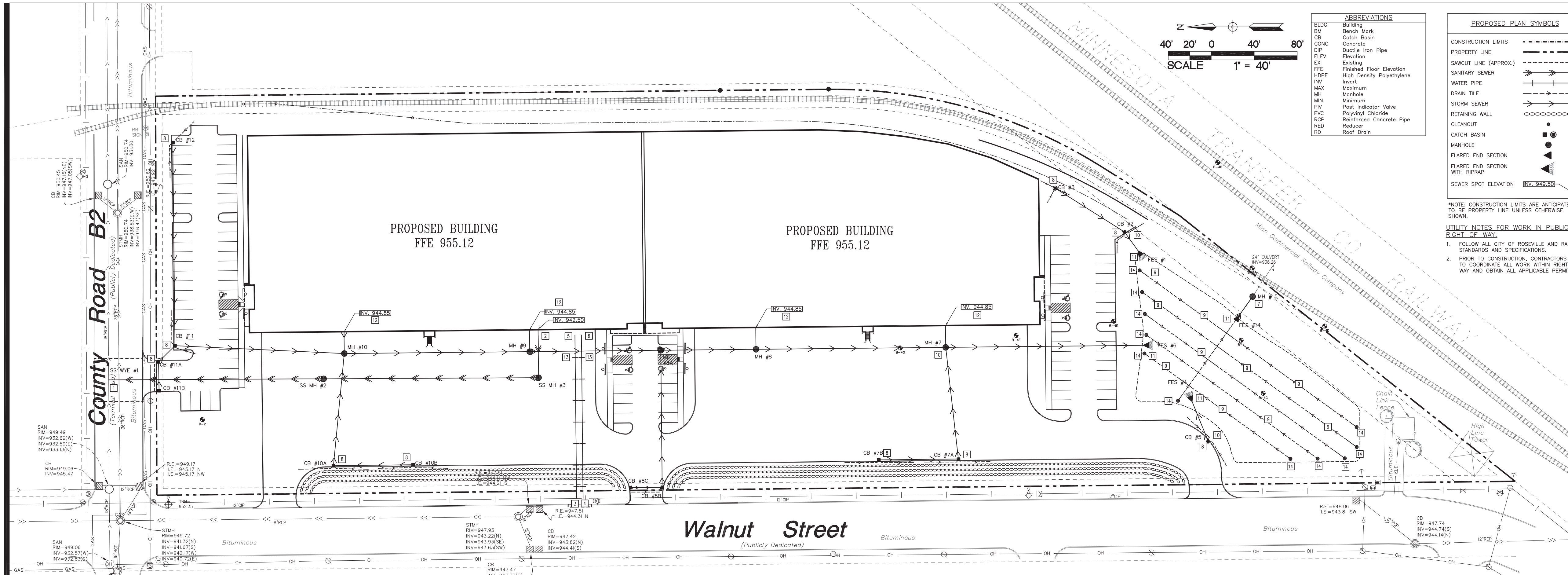



| ABBREVIATIONS | |
|---|---|
| BLDG | Building |
| BM | Bench Mark |
| CB | Catch Basin |
| CONC | Concrete |
| DIP | Ductile Iron Pipe |
| ELEV | Elevation |
| EX | Existing |
| FFE | Finished Floor Elevation |
| HDPE | High Density Polyethylene |
| INV | Invert |
| MAX | Maximum |
| MH | Manhole |
| MIN | Minimum |
| PIV | Post Indicator Valve |
| PVC | Polyvinyl Chloride |
| RCP | Reinforced Concrete Pipe |
| RED | Reducer |
| RD | Roof Drain |

PROPOSED PLAN SYMBOLS

CONSTRUCTION LIMITS
PROPERTY LINE
SAWCUT LINE (APPROX.)
SANITARY SEWER
WATER PIPE
DRAIN TILE
STORM SEWER
RETAINING WALL
CLEANOUT
CATCH BASIN
MANHOLE
FLARED END SECTION
FLARED END SECTION WITH RIPRAP
SEWER SPOT ELEVATION INV. 949.50

*NOTE: CONSTRUCTION LIMITS ARE ANTICIPATED TO BE PROPERTY LINE UNLESS OTHERWISE SHOWN.

UTILITY NOTES FOR WORK IN PUBLIC RIGHT-OF-WAY:

1. FOLLOW ALL CITY OF ROSEVILLE AND RAMSEY STANDARDS AND SPECIFICATIONS.
2. PRIOR TO CONSTRUCTION, CONTRACTORS ARE TO COORDINATE ALL WORK WITHIN RIGHT OF WAY AND OBTAIN ALL APPLICABLE PERMITS.

1 C3.0 UTILITY PLAN
1"=40'

PRELIMINARY NOT FOR CONSTRUCTION

## STORM SEWER TABLE

| STRUCTURE IDENTIFICATION | STRUCTURE DIMENSION (INCHES) | NEENAH CASTING | TOP ELEVATION | INVERT ELEVATION | PIPE LENGTH, DIAMETER, SLOPE & NEXT UPSTREAM STRUCTURE |
|---|---|---|---|---|---|
| FES #1 | NA | NA | NA | N. 945.78 | 26 L.F. OF 12" RCP @ 1.00%, CB #2 |
| CB #2 | 48 | R-3067 | 950.50 | S. 946.04<br>N. 946.04<br>SUMP 943.04 | 76 L.F. OF 12" RCP @ 1.00%, CB #3 |
| CB #3 | 27 | R-2535 | 950.80 | S. 946.80 | ---------------------------------------- |
| FES #4 | NA | NA | NA | NW. 943.55 | 45 L.F. OF 12" RCP @ 1.00%, CB #5 |
| CB #5 | 24 X 36 | R-3067 | 948.00 | SE. 944.00<br>SUMP 941.00 | ---------------------------------------- |
| FES #6 | NA | NA | NA | N. 941.50 | 189 L.F. OF 36" RCP @ 0.35%, MH #7 |
| MH #7 | 60 | R-1733 | 950.65 | S. 942.16<br>W. 942.16<br>N. 942.16<br>E. 944.65<br>SUMP 939.16 | 105 L.F. OF 15" RCP @ 1.52%, CB #7A<br>177 L.F. OF 30" RCP @ 0.46%, MH #8<br>20 L.F. OF 12" SCH 40 PVC PIPE @ 1.00%, ROOF DRAIN CONNECTION |
| CB #7A | 48 | R-3067 | 948.00 | E. 943.76<br>N. 943.76 | 74 L.F. OF 12" PVC PIPE @ 1.00%, CB #7B |
| CB #7B | 24 X 36 | R-3067 | 948.00 | S. 944.50 | ---------------------------------------- |
| MH #8 | 54 | R-1733 | 950.65 | S. 942.97<br>N. 942.97<br>E. 944.65 | 89 L.F. OF 30" RCP @ 0.30%, MH #8A<br>20 L.F. OF 12" SCH 40 PVC PIPE @ 1.00%, ROOF DRAIN CONNECTION |
| MH #8A | 54 | R-1733 | 954.07 | S. 943.24<br>W. 944.38<br>N. 943.24 | 128 L.F. OF 12" RCP @ 1.00%, MH #8B<br>122 L.F. OF 30" RCP @ 0.29%, MH #9 |
| CB #8B | 48 | R-3067 | 949.80 | SE. 945.65<br>N. 945.65 | 29 L.F. OF 12" RCP @ 0.50%, CB #8C |
| CB #8C | 24 X 36 | R-3067 | 949.80 | S. 945.80 | ---------------------------------------- |
| MH #9 | 54 | R-1733 | 950.65 | S. 943.59<br>N. 943.59<br>E. 944.65 | 177 L.F. OF 27" RCP @ 0.22%, MH #10<br>20 L.F. OF 12" SCH 40 PVC PIPE @ 1.00%, ROOF DRAIN CONNECTION |
| MH #10 | 54 | R-1733 | 950.65 | S. 943.98<br>W. 943.98<br>N. 943.98<br>E. 944.65 | 105 L.F. OF 21" RCP @ 0.19%, CB #10A<br>158 L.F. OF 12" RCP @ 1.00%, CB #11<br>20 L.F. OF 12" SCH 40 PVC PIPE @ 1.00%, ROOF DRAIN CONNECTION |
| CB #10A | 48 | R-3067 | 948.00 | E. 944.18<br>S. 944.18 | 74 L.F. OF 15" RCP @ 0.43%, CB #10B |
| CB #10B | 24 X 36 | R-3067 | 948.00 | N. 944.50 | ---------------------------------------- |
| CB #11 | 48 | R-3067 | 952.40 | S. 945.56<br>NW. 945.56<br>E. 945.56 | 21 L.F. OF 12" RCP @ 1.60%, CB #11A<br>189 L.F. OF 12" RCP @ 0.50%, CB #12 |
| CB #11A | 48 | R-3067 | 950.50 | SE. 945.90<br>W. 945.90 | 27 L.F. OF 12" RCP @ 1.60%, CB #11B |
| CB #11B | 24 X 36 | R-3067 | 950.33 | E. 946.33 | ---------------------------------------- |
| CB #12 | 24 X 36 | R-3067 | 950.00 | W. 945.51 | ---------------------------------------- |
| MH #13 | 48 | R-1733 | 948.00 | SE. 939.50<br>NW. 943.67<br>NW. 939.50 | 19 L.F. OF 12" RCP @ 1.00%, FES #14<br>FILTRATION BASIN DRAIN TILE |
| FES #14 | NA | NA | NA | SE. 943.95 | ---------------------------------------- |

## SANITARY SEWER TABLE

| STRUCTURE IDENTIFICATION | STRUCTURE DIMENSION (INCHES) | NEENAH CASTING | TOP ELEVATION | INVERT ELEVATION | PIPE LENGTH, DIAMETER, SLOPE & NEXT UPSTREAM STRUCTURE |
|---|---|---|---|---|---|
| SS WYE #1 | 18" X 6" | NA | NA | E.,W. 932.13<br>S. 932.63 | 200 L.F. OF 6" SDR 35 PVC PIPE @ 1.00% WITH RISER SECTION, SS MH #2 |
| SS MH #2 | 48 | R-1733 | 950.00 | N. 940.11<br>S. 940.11 | 200 L.F. OF 6" SDR 35 PVC PIPE @ 1.00%, SS MH #3 |
| SS MH #3 | 48 | R-1733 | 950.00 | N. 942.11<br>E. 942.11 | 39 L.F. OF 6" SDR 35 PVC PIPE @ 1.00%, BUILDING CONNECTION |

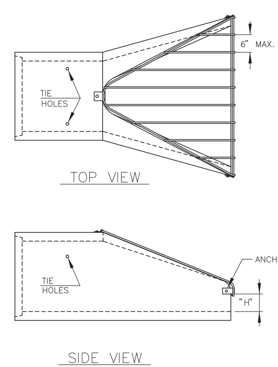
KEYED NOTES

KEYED NOTES ARE DENOTED BY NO ON PLAN.

1. INSTALL 18-INCH X 6-INCH PVC WYE FOR PROPOSED 6-INCH SANITARY SEWER SERVICE CONNECTION. REFER TO SANITARY SEWER TABLE FOR INVERTS AND ELEVATIONS. REFER TO DETAIL 8/C5.0 FOR CONNECTION DETAILS. CONTRACTOR SHALL PROVIDE 2 45-DEGREE BENDS AND RISER FOR SERVICE CONNECTION TO MAIN. FOLLOW ALL CITY OF ROSEVILLE STANDARDS AND SPECIFICATIONS.
2. LOCATION OF PROPOSED SANITARY SEWER SERVICE CONNECTION TO THE BUILDING. REFER TO SANITARY SEWER TABLE AND LAYOUT 1/C300 FOR INVERT ELEVATIONS AND PIPE SIZES. **COORDINATE EXACT LOCATION AND INVERT ELEVATION WITH MECHANICAL CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.**
3. INSTALL 8-INCH WET TAP. FOLLOW ALL CITY OF ROSEVILLE STANDARDS AND SPECIFICATIONS.
4. INSTALL 6-INCH WET TAP. FOLLOW ALL CITY OF ROSEVILLE STANDARDS AND SPECIFICATIONS.
5. STUB 8-INCH FIRE PROTECTION LINE TO WITHIN 5-FEET OF PROPOSED BUILDING. FOLLOW ALL CITY OF ROSEVILLE STANDARDS AND SPECIFICATIONS.
6. STUB 6-INCH DOMESTIC WATER SERVICE TO WITHIN 5-FEET OF PROPOSED BUILDING. FOLLOW ALL CITY OF ROSEVILLE STANDARDS AND SPECIFICATIONS.
7. INSTALL MANHOLE TO CONNECT TO EXISTING 24-INCH CULVERT. REFER TO STORM SEWER TABLE FOR APPROXIMATE INVERTS. CONTRACTOR SHALL FIELD VERIFY LOCATION AND ELEVATION OF EXISTING 24-INCH CULVERT, PRIOR TO THE START OF CONSTRUCTION.
8. INSTALL DRAIN TILE AT LOW POINT CATCH BASINS PER DETAIL 7/C5.0. REFER TO LAYOUT 1/C3.0 FOR DRAIN TILE LOCATIONS. INVERT OF PROPOSED LOW POINT DRAIN TILE SHALL BE AT -XXX FOR HEAVY DUTY PAVEMENTS AND -XXX FOR LIGHT DUTY PAVEMENTS FROM RIM OF PROPOSED CATCH BASIN.
9. INSTALL DRAINTILE FOR PROPOSED FILTRATION BASIN PER DETAIL 2/C2.0.
10. INSTALL SUMP CATCH BASIN/MANHOLE. REFER TO DETAIL 5/C5.0.
11. INSTALL FLARED END SECTION WITH TRASH GUARD PER DETAIL 4/C3.0. DOWN STREAM FLARED END SECTIONS SHALL BE INSTALLED WITH RIP RAP PER DETAIL 1/C5.0.
12. LOCATION OF PROPOSED ROOF DRAIN SERVICE CONNECTION TO THE BUILDING. REFER TO STORM SEWER TABLE AND LAYOUT 1/C300 FOR INVERT ELEVATIONS AND PIPE SIZES. **COORDINATE EXACT LOCATION AND INVERT ELEVATION WITH MECHANICAL CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.**
13. DEFLECT WATER SERVICE PER DETAIL 2/C5.0.
14. INSTALL CLEANOUT PER DETAIL 3/C3.0.

UTILITY NOTES:

1. COORDINATE SERVICE CONNECTION LOCATIONS AT THE BUILDING WITH THE MECHANICAL CONTRACTOR PRIOR TO CONSTRUCTION. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR UNCOORDINATED WORK.
2. ALL SERVICE CONNECTIONS WITH LESS THEN 5 FEET OF COVER OVER THE TOP OF PIPE ARE TO BE INSULATED. INSULATION SHALL BE INSTALLED FROM THE CONNECTION OF THE SERVICE AT THE BUILDING TO THE POINT WHICH THE SERVICE ATTAINS 5 FEET OF COVER.
3. PROTECT ALL EXISTING STRUCTURES AND UTILITIES WHICH ARE NOT SCHEDULED TO BE REMOVED.
4. ALL SEWER AND WATER CROSSINGS SHALL HAVE A MINIMUM VERTICAL SEPARATION OF 1.5 FEET AND HORIZONTAL SEPARATION OF 10 FEET. FOLLOW ALL HEALTH DEPARTMENT AND CITY OF ROSEVILLE AND RAMSEY COUNTY STANDARDS.
5. ALL WATER MAINS SHALL BE DUCTILE IRON PIPE, CLASS 52, UNLESS NOTED OTHERWISE.
6. ALL WATER MAIN SHALL HAVE A MINIMUM DEPTH OF COVER OF 8.0 FEET OVER TOP OF WATER MAIN.
7. PROVIDE THRUST BLOCKING ON ALL WATER MAIN PER CITY OF ROSEVILLE. PROVIDE MECHANICAL JOINT RESTRAINTS ON ALL BENDS, VALVES, TEES, PLUGS AND HYDRANT LEADS.
8. SANITARY SEWER PIPING SHALL BE PVC SDR 35 UNLESS NOTED OTHERWISE.
9. ALL STORM SEWER PIPING 12-INCHES IN DIAMETER AND LARGER SHALL BE SMOOTH INTERIOR AND ANNULAR EXTERIOR CORRUGATED HIGH DENSITY POLYETHYLENE (HDPE), UNLESS NOTED OTHERWISE. HDPE PIPE SHALL CONFORM TO ASTM F2306. ALL STORM SEWER LESS THEN 12-INCHES IN DIAMETER SHALL BE POLY VINYL CHLORIDE (PVC) SDR 26, UNLESS NOTED OTHERWISE. ALL STORM SEWER PIPE THAT IS EXTENDED TO THE BUILDING FOR ROOF DRAIN SERVICES IS TO BE PVC, SCHEDULE 40. PVC PIPE AND FITTINGS SHALL CONFORM TO THE REQUIREMENTS OF ASTM D3034 (ASTM D2665 FOR SCHEDULE 40).
10. ALL FLARED END SECTIONS ARE TO HAVE TRASH GUARDS, ALL DOWNSTREAM FLARED END SECTIONS SHALL HAVE GEOTEXTILE FABRIC AND RIPRAP PER MNDOT STANDARDS, AS DETAILED.
11. CONTRACTORS ARE TO COORDINATE ALL WORK WITH GAS, ELECTRIC, TELEVISION AND TELEPHONE COMPANIES PRIOR TO START OF CONSTRUCTION.
12. ALL PORTIONS OF THE STORM SEWER SYSTEM LOCATED WITHIN 10-FEET OF THE BUILDING OR WATER SERVICE LINE SHALL BE TESTED IN ACCORDANCE WITH MN PLUMBING CODE.
13. ALL JOINTS AND CONNECTIONS IN THE STORM SEWER SYSTEM SHALL BE GAS TIGHT OR WATER TIGHT IN ACCORDANCE TO MN PLUMBING CODE. APPROVED RESILIENT RUBBER JOINTS MUST BE USED TO MAKE WATER TIGHT CONNECTIONS TO MANHOLES, CATCH BASINS, AND OTHER STRUCTURES. GROUT RINGS ARE AN ACCEPTABLE ALTERNATIVE. CEMENT MORTAR JOINTS ARE PERMITTED ONLY FOR REPAIRS AND CONNECTIONS OF EXISTING LINES CONSTRUCTED WITH SUCH JOINTS.

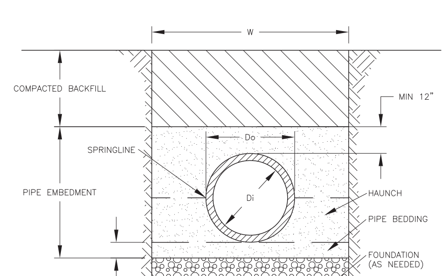



| SIZE OF PIPE | RIPRAP REQUIRED CU. YD. MN/DOT 3601 CL II |
|---|---|
| 12" TO 24" | 4 |
| 27" TO 33" | 8 |
| 36" TO 48" | 12 |
| 54" TO 72" | 16 |

NOTES:
1. THE LAST 3 JOINTS. USE 2 TIE BOLT FASTENERS PER JOINT INSTALLED AT 60° FROM TOP OF BOTTOM OF PIPE.
2. PROVIDE 3 CLIPS TO FASTEN TRASH GUARD TO FLARED END. HOT DIP GALVANIZE AFTER FABRICATION.

| SIZE OF PIPE | TRASH GUARD BARS | "H" | BOLTS |
|---|---|---|---|
| 12" TO 18" | 3/4" | 4" | 5/8" |
| 21" TO 42" | 1" | 6" | 3/4" |
| 48" TO 72" | 1-1/4" | 12" | 1" |

4 C3.0 FLARED-END SECTION
NOT TO SCALE



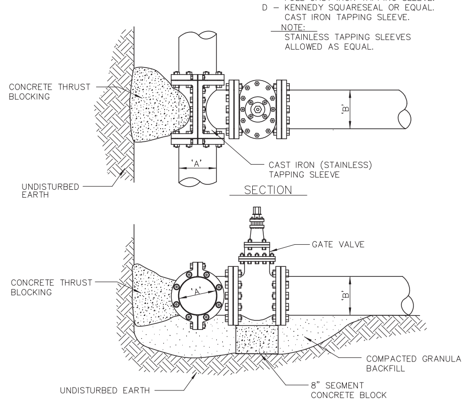

NOTES:
1. THE MINIMUM TRENCH WIDTH "W" SHALL BE W=Do+16" OR 1.25*Do+12 WHICHEVER IS GREATER.
2. PIPE EMBEDMENT MATERIAL SHALL BE CLASS I OR CLASS II MATERIAL. REFER TO SPECIFICATIONS FOR DETAILS.
3. REFER TO ASTM D2321-05 "UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY-FLOW APPLICATIONS" FOR DETAILS.

2 C3.0 TYPICAL PIPE BEDDING FOR PVC
NOT TO SCALE

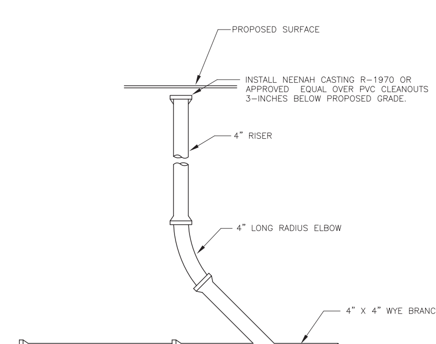
EXISTING PIPE 'A'

| BRANCH PIPE 'B' | 18" | 16" | 14" | 12" | 10" | 8" | 6" |
|---|---|---|---|---|---|---|---|
| 12" | C,D | C,D | C | C | | | |
| 10" | C,D | C,D | C,D | C | C | | |
| 8" | C,D | C,D | C,D | C,D | C | C | |
| 6" | C,D | C,D | C,D | C,D | C,D | C | C |
| 4" | C,D | C,D | C,D | C,D | C,D | C,D | C |

C – CLOW F-5205,TCiW A212A OR EQUAL. FULL CAST IRON TAPPING SLEEVE.
D – KENNEDY SQUARESEAL OR EQUAL. CAST IRON TAPPING SLEEVE.
NOTE:
STAINLESS TAPPING SLEEVES ALLOWED AS EQUAL.




5 C3.0 WATERMAIN WET TAP (TYP.)
NOT TO SCALE




3 C3.0 SEWER CLEANOUT IN PERVIOUS AREA
NOT TO SCALE

Issues and Revisions:

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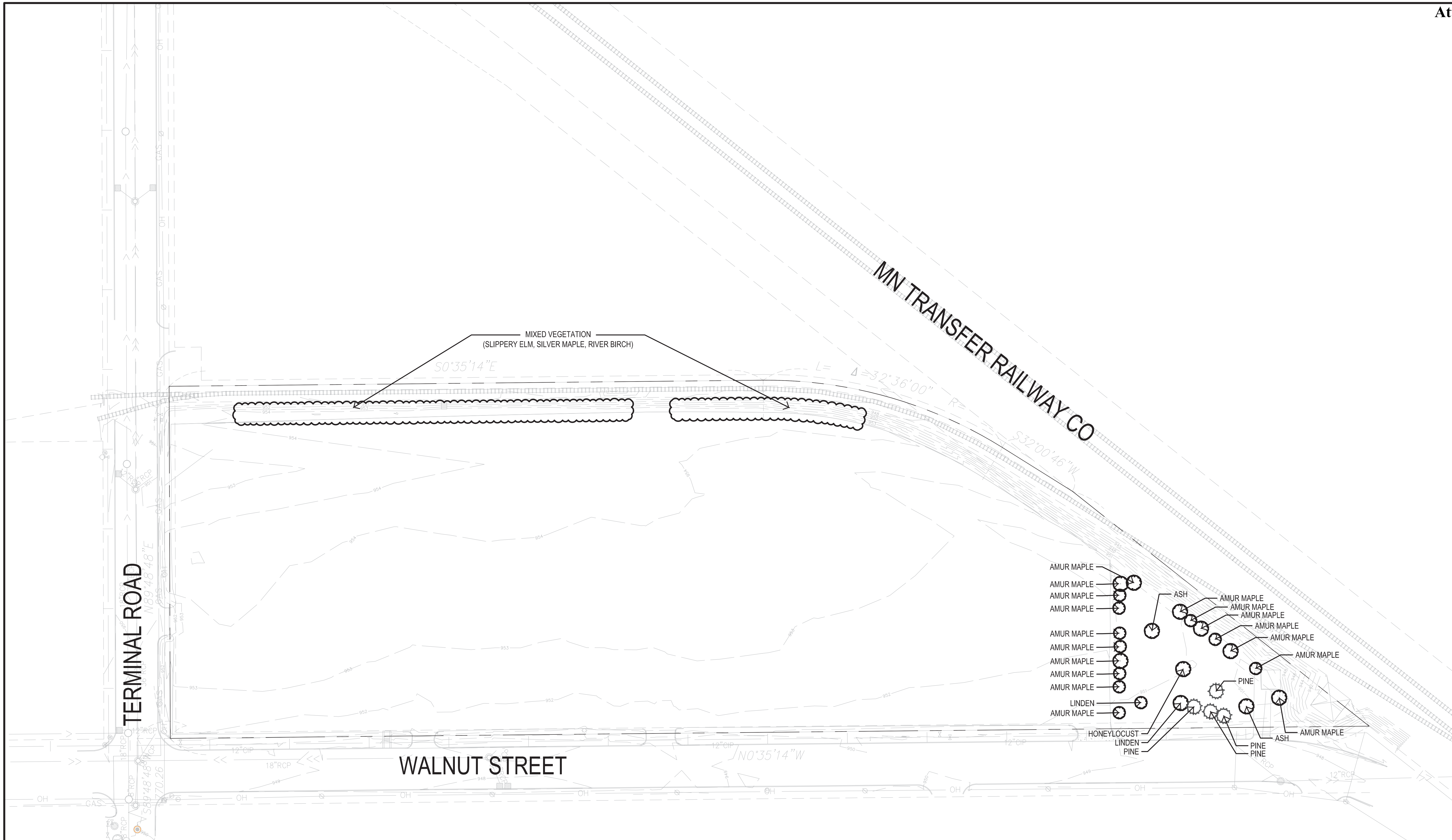
| XXX | XX-XX-XX |

Commission No. 52637-13119
Drawn by
Checked by XXX

SHEET

Attachment C




| ROSEVILLE TREE PRESERVATION REQUIREMENTS | | |
|---|---|---|
| PROTECTED TREE | QTY. EXISTING | QTY. REMAINING |
| 6" DBH OR GREATER NATIVE OAK | 0 | 0 |


DFA
DAMON FARBER ASSOCIATES
401 2nd Avenue North, Suite 410
Minneapolis, MN 55401
p 612.332.7522 f 612.332.0936
www.damonfarber.com


Owner/Developer:
MERITEX
24 UNIVERSITY AVENUE NE
SUITE 200
MINNEAPOLIS, MN

I hereby certify that this document was prepared by me or under my direct supervision and that I am a duly licensed Landscape Architect under the laws of the State of Minnesota.

Name: Tom Whitlock, ASLA
Registration #: 26292

Signature: Date:

DFA Project #: 13-182
Drawn/Checked: TC/TW
Scale: AS NOTED
Date:

| Issued For: | Date: |
|---|---|
| City Review | 11/20/13 |

PROJECT NAME:
MERITEX
ROSEVILLE, MN

TREE SURVEY

L0.01

**<u>PLANNING FILE 12-013</u>**

**Request by Meritex Enterprises, Inc. owner of the industrial property at 2280 Walnut Street, for approval of a PRELIMINARY PLAT of the existing Outlot in preparation for development**

Chair Gisselquist opened the Public Hearing for Planning File 12-013 at approximately 6:35 p.m.

Associate Planner Bryan Lloyd summarized the request as detailed in the staff report dated November 6, 2013; for development of an approximate 138,000 square foot office/warehouse facility on the proposed Lot 1. Mr. Lloyd noted the process for development and those items that remained pending; as well as referencing the previous Variance Board action approving the Variance as a preliminary step to consider this Preliminary Plat and move forward in the process. Mr. Lloyd advised that the Planning Division recommended approval with conditions; and reviewed recommended conditions for the applicant to continue working with the Public Works Department to address easement, storm water infrastructure requirements as necessary; and grading, drainage and tree preservation plans pursuant to that Variance.

Member Daire questioned if suggested landscaping treatments for landscaping and screening based on the extraordinary arrangement of loading docks facing the front would go forward in a subsequent plat before the City Council.

Mr. Lloyd responded that landscaping was not usually part of Preliminary or Final Plat approval, nor were tree preservation plans or other items that were reviewed as part of the permit process and applicable City Codes. While the applicant always needed to be mindful of those requirements throughout the process, Mr. Lloyd noted that they were not actually part of the plat approval process itself.

Member Boguszewski questioned the holding pond and size, and whether they were simply a rule of thumb at this stage of the development; and if it was safe to assume that the applicant would work with appropriate staff to ensure adequate sizing.

Mr. Lloyd advised that this was an accurate conclusion; and while the final details were not completed at this point, reserving the space now until the actual need was defined by City Code and watershed district requirements would be finessed at the time of site grading and eventual building construction.

**Applicant Representative, Dan Williams, for Meritex Enterprises, Inc.**

Mr. Williams advised that he had no additional comments beyond staff's written and verbal report; and was available to stand for questions.

Chair Gisselquist closed the Public Hearing at 6:46 p.m.; with no one appearing for or against.

**MOTION**

**Member Cunningham moved, seconded by Member Keynan to recommend to the City Council APPROVAL of the proposed PRELIMINARY PLAT of Outlot A of the Highcrest Park Second Addition plat; based on the comments and findings of Sections 4 – 6 and the recommendation of Section 7 of the staff report dated November 6, 2013.**

**Ayes: 6**
**Nays: 0**
**Motion carried.**

ROSEVILLE

# REQUEST FOR COUNCIL ACTION

DATE: 12/9/2013
ITEM NO: 7.g

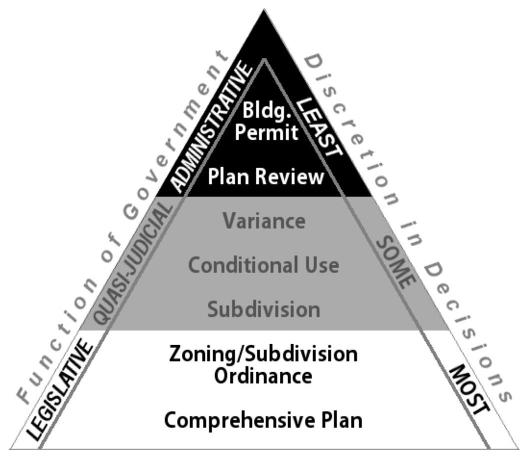
Department Approval | City Manager Approval

Item Description: Request by City of Roseville for approval of the **vacation** of a remnant right-of-way easement at 2305 Walnut Street **(PF11-024)**

**Application Review Details**

- Public hearing: December 4, 2013
- RCA prepared: December 5, 2013
- City Council action: December 9, 2013
- Statutory action deadline: n/a

Action taken on an easement vacation request is **legislative in nature**; the City has broad discretion in making land use decisions based on advancing the health, safety, and general welfare of the community.




## 1.0 REQUESTED ACTION

City of Roseville proposes to vacate a small area of right-of-way easement that remains after iterative platting and vacating of the surrounding property.

## 2.0 SUMMARY OF RECOMMENDATION

Planning Division staff concurs with the recommendation of the Planning Commission to adopt a resolution approving the proposed EASEMENT VACATION; see Section 7 of this report for the detailed recommendation.

**3.0 BACKGROUND**

3.1 The property at 2305 Walnut Street, located in City Planning District 11, has a Comprehensive Plan designation of Industrial (I) and a corresponding zoning classification of Industrial (I) District.

3.2 On May, 9, 1963 the predecessor in interest of the subject land granted the Village of Roseville a public street easement for County Road B2, now referred to as Terminal Road in this area. Because this road segment never functioned as a public street as intended, the City Council eventually decided to abandon its public interest and, on May 12, 1986, approved the execution of a Release of Easement and Quit Claim Deed in favor of the predecessor of interest.

3.3 During the process of platting the property in 2011, the Ramsey County Surveyor had indicated to Meritex that the public road easement of 1963 needed to be properly vacated under Minnesota Statute 412.851. In September 2011, the City Council formally vacated the right-of-way easement overlying the property being platted at that time, namely the Highcrest Park 3rd Addition plat. A copy of this preliminary plat is included with this report as Attachment C; notice that the northern end of the plat features a 30-foot by 17-foot area which was owned by another party and which was, therefore, not included in the plat. Because that small rectangle of land was not part of the plat it was, consequently, excluded from the proceedings to vacate the right-of-way easement overlying the land within the plat.

3.4 Then, in April 2013, Meritex applied for approval of the Highcrest Park 5th Addition plat, at which time the 30-foot by 17-foot rectangle, identified on the preliminary plat as Parcel 2, was acquired for inclusion in the plat; a copy of this preliminary plat document is included with this report as Attachment D. Once again, the astute Ramsey County Surveyor noticed that the 1963 right-of-way easement had not yet been vacated from this small area; the County Surveyor cannot accept the plat for filing *without the easement* until the easement is properly vacated. This present application, then, seeks to formally vacate the last of this right-of-way easement remaining on the former Meritex property so that the plat can be filed.

3.5 Because this is a City-initiated vacation proceeding, the typical 60-day action timeline required in Minn. Stat. 15.99 does not apply, as noted in the Application Review Details section at the top of this RCA. Additionally, because this is a City-initiated vacation proceeding rather than one initiated by petition of the surrounding property owners, it must have 4 out of 5 affirmative votes from the City Council to gain approval.

**4.0 VACATION ANALYSIS**

4.1 The City of Roseville Public Works Department staff has reviewed the proposed vacation of right-of-way easement and supports the vacation, more as a housekeeping item, since the City took actions in 1986 and 2011 to abandon its interest as a public street/roadway and vacate the surrounding easement.

4.2 Since the Planning Commission is responsible for holding the public hearings for applications like the proposed vacation, Planning Division staff is preparing the report and supporting materials for review. But Planning staff doesn't have an interest, *per se*, in such proposals and merely conveys the comments and recommendation of the Public

Works Department in addition to coordinating the review of the proposal by the Planning Commission and City Council.

## 5.0 PUBLIC COMMENT

As of the time this report was prepared, Planning Division staff has received one phone call inquiring about the proposal from nearby property owners, but no comments were offered. The duly-noticed public hearing for this application was held by the Planning Commission on December 4, 2013; draft minutes of the public hearing are included with this RCA as Attachment E. Upon the conclusion of the public hearing, the Planning Commission voted unanimously (i.e., 6-0) to recommend approval of the proposed vacation.

## 6.0 RECOMMENDATION

Based on the comments and findings outlined in Sections 4 – 5 of this report, the Planning Division recommends approval of the VACATION of the remnant right-of-way easement overlying the 30-foot by 17-foot rectangle identified as Parcel 2 on the Highcrest Park 5th Addition preliminary plat.

## 7.0 POSSIBLE COUNCIL ACTIONS

7.1 **Adopt a resolution to approve the proposed VACATION of the remnant right-of-way easement at 2305 Walnut Street as recommended**, based on the comments and findings of Sections 3 – 5 and the recommendation of Section 6 of this RCA.

7.2 **Pass a motion to table the item for future action.** Tabling beyond December 14, 2013 would not be affected by the 60-day action deadline established in Minn. Stat. §15.99.

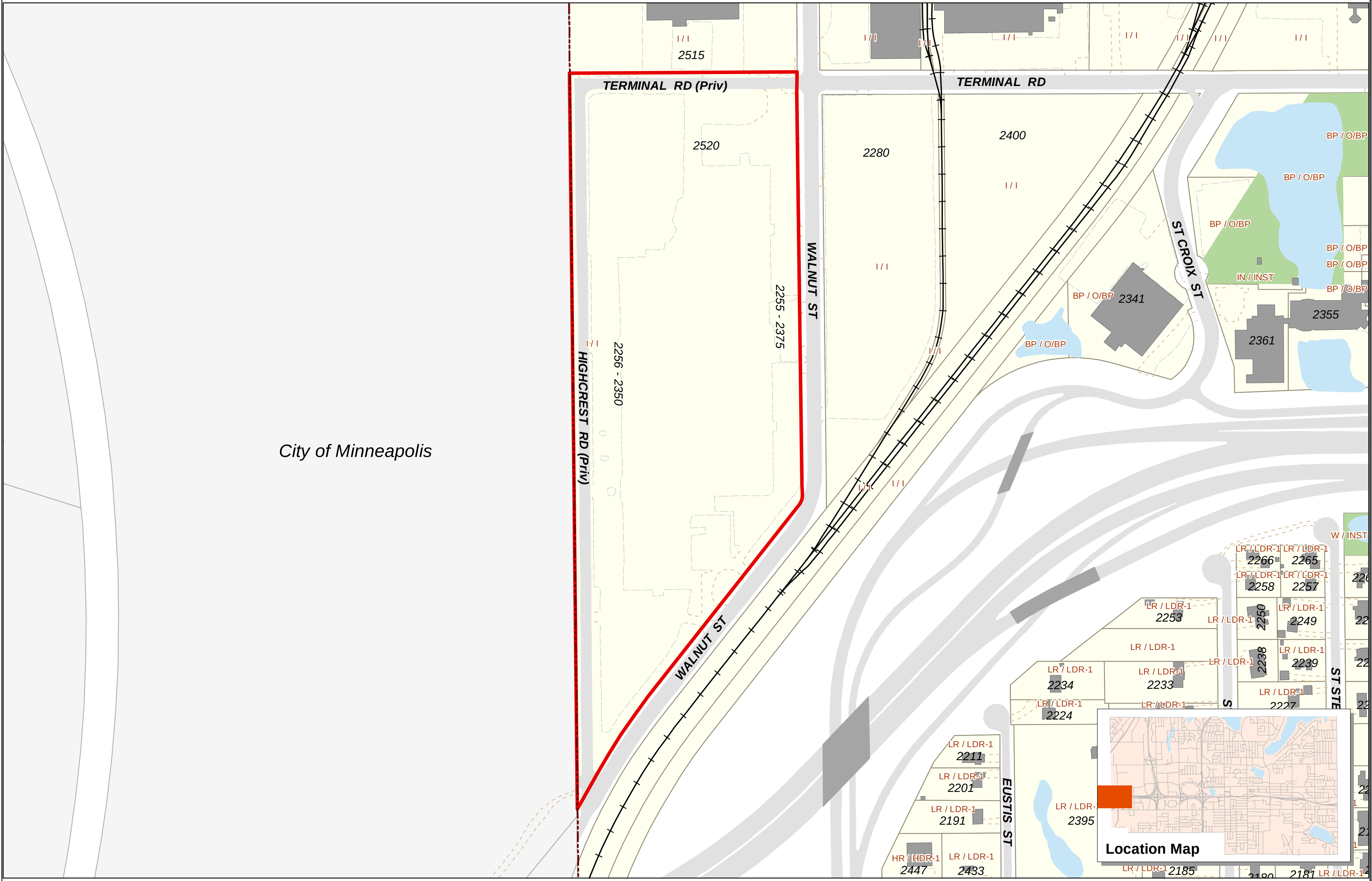
7.3 **Adopt a resolution, to deny the requested approval.** Denial should be supported by specific findings of fact based on the City Council's review of the application, applicable zoning and subdivision regulations, and the public record.

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

Attachments:
- A: Area map
- B: Aerial photo
- C: Highcrest Park 3rd Addition plat
- D: Highcrest Park 5th Addition preliminary plat
- E: Draft 12/4/2013 public hearing minutes
- F: Draft approval resolution

# Attachment A: Location Map for Planning File 11-020

Attachment A




ROSEVILLE

Prepared by:
Community Development Department
Printed: September 1, 2011

Site Location

LR / R1 Comp Plan / Zoning Designations

**Data Sources**

* Ramsey County GIS Base Map (8/2/2011)

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

**Disclaimer**

This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-792-7085. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.

0 200 400 Feet

N

mapdoc: planning_commission_location.mxd

# Attachment B: Aerial Map of Planning File 11-020

Attachment B


ROSEVILLE

Prepared by:
Community Development Department
Printed: September 1, 2011

Site Location

**Data Sources**

* Ramsey County GIS Base Map (8/2/2011)
* Aerial Data: Kucera (4/2009)

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



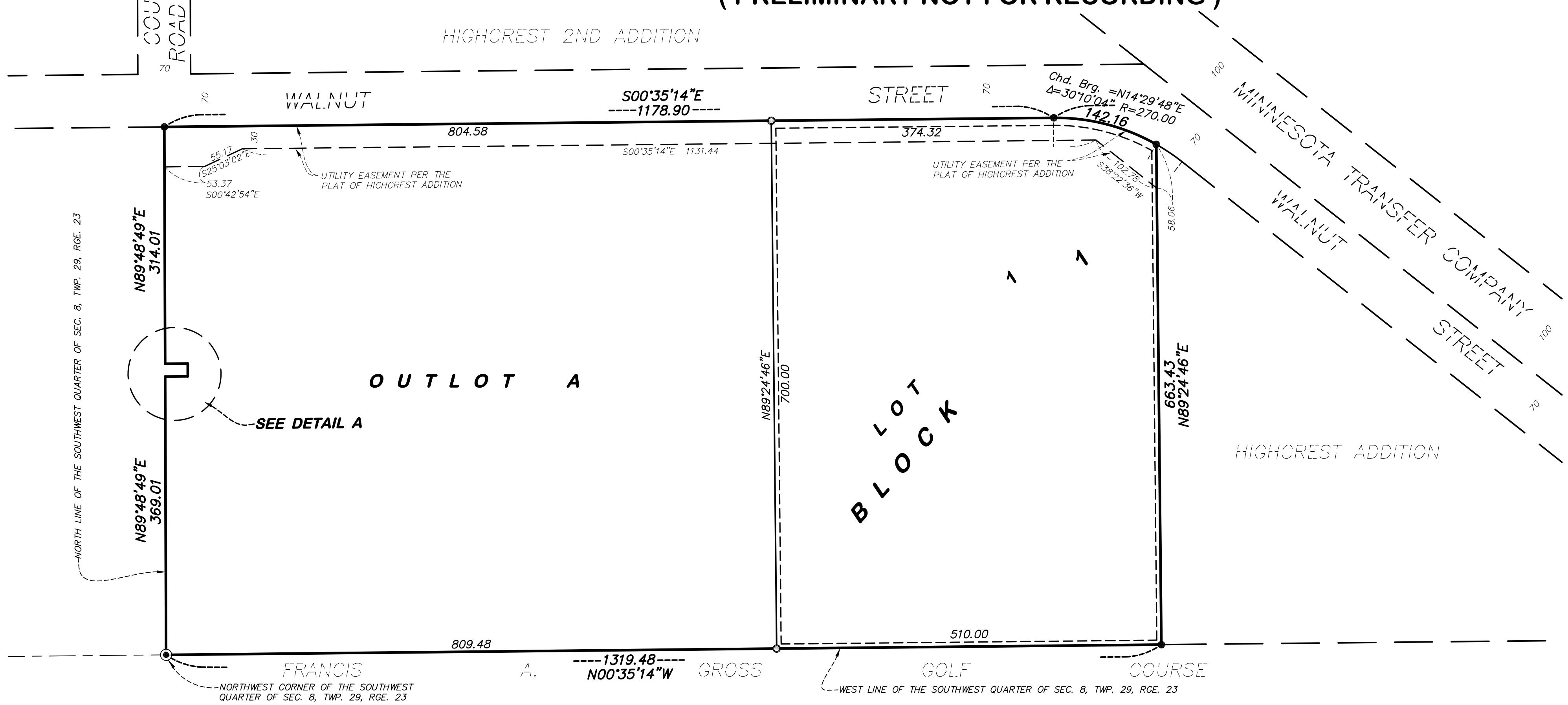
0 200 400 Feet

N

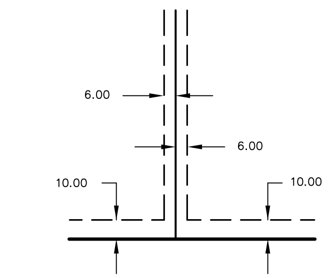
Attachment C

# HIGHCREST PARK 3RD ADDITION

**( PRELIMINARY NOT FOR RECORDING )**




DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



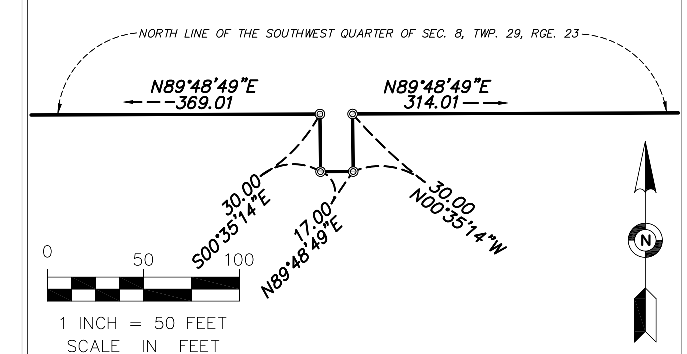

BEING 6 FEET IN WIDTH, AND ADJOINING SIDE LOT LINES, UNLESS OTHERWISE SHOWN, AND BEING 10 FEET IN WIDTH AND ADJOINING STREET LINES AS SHOWN ON THE PLAT

0 100 200 300
SCALE IN FEET

The orientation of this bearing system is based on the Ramsey County Coordinate Grid (NAD 83-96 Adj.).

- ◉ DENOTES FOUND CAST IRON MONUMENT
- ● DENOTES 1/2 INCH BY 14 INCH FOUND IRON MONUMENT MARKED BY LICENSE NO. 44123
- ○ DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET & MARKED BY LICENSE NO. 44123

**DETAIL A**




KNOW ALL MEN BY THESE PRESENTS: That Meritex Enterprises, Inc., a Minnesota corporation, fee owner, and U.S. Bank National Association, a national banking association, mortgagee, of the following described property situated in the City of Roseville, County of Ramsey, State of Minnesota:

OUTLOT A, HIGHCREST ADDITION, WASHINGTON COUNTY, MINNESOTA

Has caused the same to be surveyed and platted as HIGHCREST PARK 3RD ADDITION.

In witness whereof said Meritex Enterprises, Inc., a Minnesota corporation has caused these presents to be signed by it's proper officer this _______ day of ____________ , 201__.

Signed: Meritex Enterprises, Inc.

______________________

STATE OF ________________
COUNTY OF _______________

The foregoing instrument was acknowledged before me this _______ day of _________________ , 201___, by ________________ , _________________ , of Meritex Enterprises, Inc., a Minnesota corporation, on behalf of the corporation.

________________________________________
Notary Public _____________ County, _____________
My commission expires ____________________________

In witness whereof said U.S. Bank National Association, a national banking association, has caused these presents to be signed by its proper officer this _______ day of ____________ , 20___.

Signed: U.S. Bank National Association, a national banking association

__________________________, its __________________________

**STATE OF ________________**
**COUNTY OF ______________**

The foregoing instrument was acknowledged before me this _______ day of _________________ , 20___, by ________________ the ________________ of U.S. Bank National Association, a national banking association, on behalf of the association.

________________________________________

________________________________________
Notary Public _____________ County, _____________
My commission expires ____________________________

I, Brent R. Peters do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this day of _____ day of ______________ , 201___.

_____________________________
Brent R. Peters, Licensed Land Surveyor
Minnesota License No. 44123

STATE OF ___________________
COUNTY OF __________________

The foregoing Surveyor's Certificate was acknowledged before me this ______ day of ______________ , 201___, by Brent R. Peters, Licensed Land Surveyor.

________________________________________
Notary Public _____________ County, _____________
My commission expires ____________________________

CITY OF ROSEVILLE

We do hereby certify that on the ______ day of _______________ , 201___, the City Council of the City Roseville , Minnesota, approved this plat. Also, the conditions of Minnesota Statutes, Section 505.03, Subd. 2, have been fulfilled.

_____________________________, Mayor _____________________________, Clerk

DEPARTMENT OF PROPERTY RECORDS AND REVENUE

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year _____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfers entered this ______ day of _________________ , 201___.

_____________________________, Director _____________________________, Deputy
Property Records and Revenue

COUNTY SURVEYOR

I hereby certify that this plat complies with the requirements of Minnesota Statutes, Section 505.021, and is approved pursuant to Minnesota Statutes, Section 383A.42, this _____ day of _____________, 201___.

_____________________________
Michael Fiebiger, P.L.S.
Ramsey County Surveyor

COUNTY RECORDER
County of Ramsey, State of Minnesota

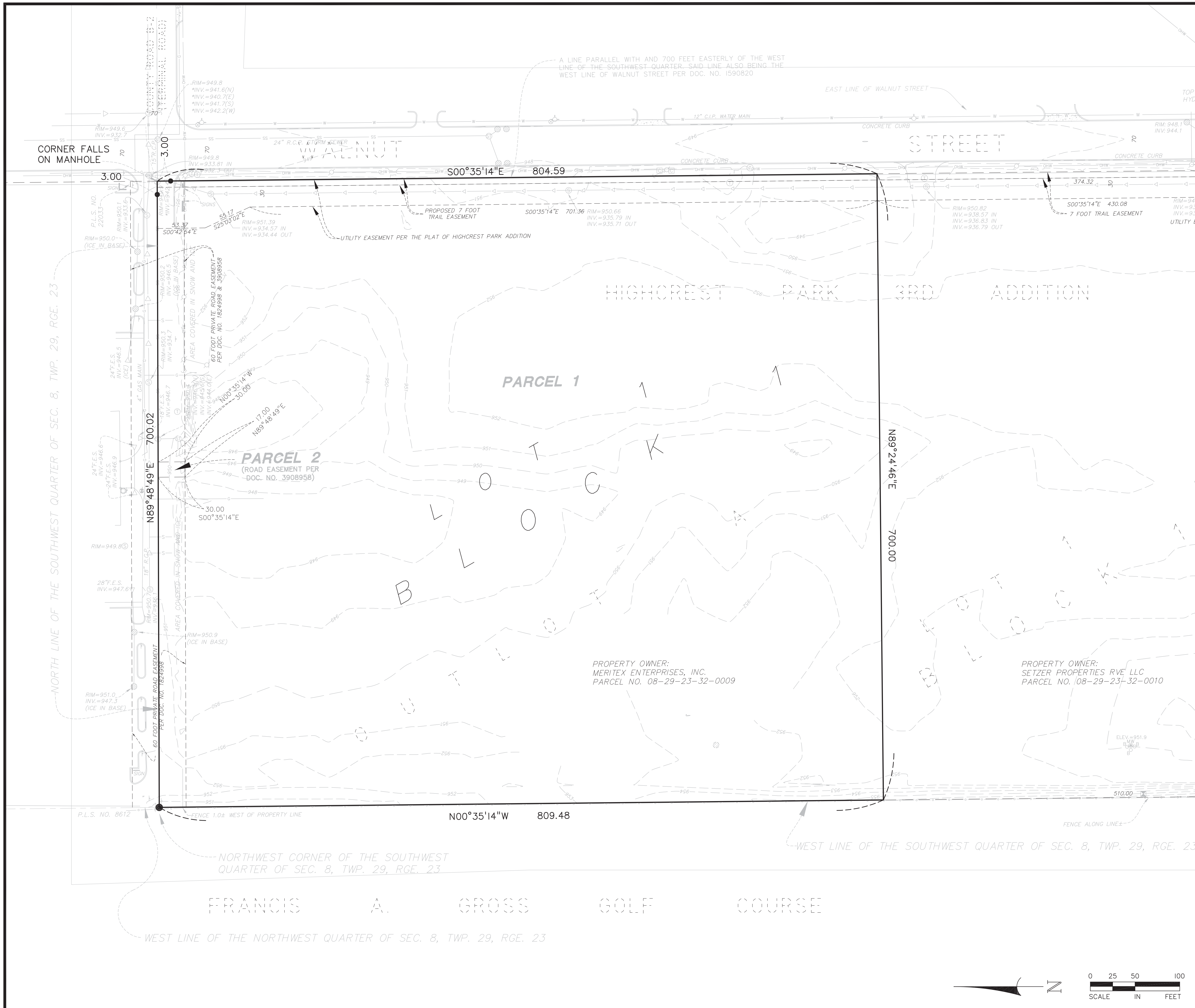
I hereby certify that this plat of HIGHCREST PARK ADDITION 3RD ADDITION was filed in the office of the County Recorder for public record this _____ day of _______________ , 201___, at _____ O'clock ___. M., and was duly filed in Book _____________ of Plats, Pages ________ and ________, as Document Number _________________ .

_____________________________
Deputy County Recorder

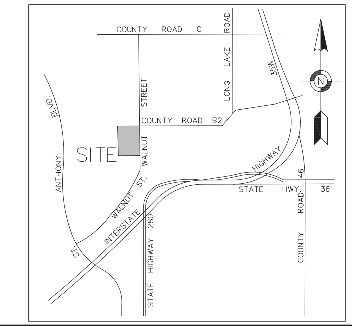
Egan, Field & Nowak, Inc.
land surveyors since 1872

Attachment D

# PRELIMINARY PLAT OF:
# HIGHCREST PARK 5TH ADDITION




## VICINITY MAP (NTS)




## LEGAL DESCRIPTION

PARCEL 1:
Outlot A, Highcrest Park 3rd Addition, Ramsey County, Minnesota.
Abstract Property

PARCEL 2:
All that part of the north 30.00 feet of the west 700.00 feet of the Southwest Quarter of Section 8, Township 29 North, Range 23 West, Ramsey County, Minnesota, which lies within 8.50 feet each side of a line which is 377.5 feet east of and parallel with the west line of the Southwest Quarter of said Section 8, Township 29 north, Range 23 West.

## SITE DATA

| | | |
|---|---|---|
| LOT AREA: | | |
| PROPOSED LOT 1, BLOCK 1 = | 564,922.58 SQUARE FEET | |
| | 12.969 ACRES | |
| ZONING: | I (INDUSTRIAL DISTRICT) | |
| BUILDING SETBACK: | FRONT = | 30 FEET |
| | INTERIOR SIDE = | 10 FEET |
| | REAR = | 20 FEET |
| | HEIGHT = | 60 FEET |
| PARKING SETBACK: | EQUAL TO BUILDING SETBACK | |

## OWNER

MERITEX ENTERPRISES, INC.
24 UNIVERSITY AVENUE, SUITE 200
MINNEAPOLIS, MN 55413
PHONE: 651-855-9671

## NOTES

1. THE ORIENTATION OF THIS BEARING SYSTEM IS ASSUMED. ALL DISTANCES ARE IN FEET.

2. EASEMENT INFORMATION, EXISTING UTILITIES, SERVICES AND TOPOGRAPHY SHOWN HEREON WERE TAKEN FROM THE PRELIMINARY PLAT PRODUCED BY EGAN, FIELD, & NOWAK, INC. FOR THE HIGHCREST PARK 3RD ADDITION, DATED JUNE 24TH, 2011 AND SUPPLEMENTED FROM OUR OWN IN HOUSE RECORDS. OTHER UTILITIES AND SERVICES MAY BE PRESENT. VERIFICATION AND LOCATION OF ALL UTILITIES AND SERVICES SHOULD BE OBTAINED FROM THE OWNERS OF THE RESPECTIVE UTILITIES PRIOR TO ANY DESIGN, PLANNING OR EXCAVATION.

3. BENCHMARK: MINNESOTA DEPARTMENT OF TRANSPORTATION CONTROL MONUMENT "GORG MNDT AZ MK". ELEVATION = 964.296 FEET (NAVD 88).

## LEGEND

- MANHOLE
- MANHOLE NOT FIELD LOCATED
- SANITARY MANHOLE
- STORM MANHOLE
- TELEPHONE MANHOLE
- CATCH BASIN
- CATCH BASIN NOT FILED LOCATED
- FLARED END SECTION
- F.E.S. NOT FIELD LOCATED
- HYDRANT
- GATE VALVE
- LIGHT
- ELEC. BOX
- ELECTRIC METER
- BOLLARD
- SIGN
- POWER POLE
- POLE ANCHOR
- MONITOR WELL
- STORM SEWER
- SANITARY SEWER
- WATERMAIN
- GAS MAIN
- UNDERGROUND ELEC.
- UNDERGROUND TELE.
- OVERHEAD WIRES
- CHAIN LINK FENCE
- WIRE FENCE
- TREE LINE
- CONCRETE SURFACE
- SPOT ELEVATION
- EXISTING CONTOUR LINE
- INVERT NOT FIELD MEASURED
- CONIFEROUS TREE W/DIA. IN INCHES
- DECIDUOUS TREE W/DIA. IN INCHES


ALLIANT ENGINEERING, INC.
233 PARK AVE. SOUTH, SUITE 300
MINNEAPOLIS, MN 55415
PHONE (612) 758-3080
FAX (612) 758-3099


I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Land Surveyor under Minnesota statutes 326.02 to 326.16.

DENNIS B. OLMSTEAD
Print Name

Signature

Date License Number

**HIGHCREST PARK 5TH ADDITION**
2305 WALNUT STREET
ROSEVILLE, MN 55113

| | |
|---|---|
| DRAWN BY | DRM |
| CHECKED BY | DBO |
| DATE ISSUED | 03/01/13 |
| SCALE | 1"=50' |
| JOB NO. | 212-0134 |
| BOOK | |

Drawing name: X:\2012\120134\plan sheets\120134-PPLAT.dwg Mar 01, 2013 - 2:29pm

**PLANNING FILE 11-024**

**Request by City of Roseville for approval of VACATION of a remnant right-of-way easement at 2305 Walnut Street**

Chair Gisselquist opened the Public Hearing for Planning File 12-024 at approximately 6:35 p.m.

Associate Planner Bryan Lloyd summarized the request as detailed in Section 4 of the staff report dated December 4, 2013; for proposed vacation of a small area of a right-of-way easement that remains after iterative platting and vacating of surrounding property at 2305 Walnut Street, at Terminal Road and County Road B-2, known as the Meritex property.

Chair Gisselquist closed the Public Hearing at 6:38 p.m.; with no one appearing for or against.

**MOTION**

**Member Stellmach moved, seconded by Member Cunningham to recommend to the City Council APPROVAL of remnant right-of-way easement at 2305 Walnut Street; based on the comments and findings of Sections 4 – 6 and the recommendation of Section 7 of the staff report dated December 4, 2013.**

**Ayes: 6**
**Nays: 0**
**Motion carried.**

City Council action on this item is scheduled for Monday, December 9, 2013.

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was held on the 9th day of December, 2013 at 6:00 p.m.

The following Members were present: __________; and _____ were absent.

Council Member ______ introduced the following resolution and moved its adoption:

**RESOLUTION NO. ______**

**A RESOLUTION VACATING A PORTION OF TERMINAL ROAD (PF11-024)**

WHEREAS, the City of Roseville has proposed the vacation of a remnant portion of Terminal Road which is legally described as follows:

**The north 30.00 feet of the west 700.00 feet of the Southwest Quarter of Section 8, Township 29 North, Range 23 West, Ramsey County, Minnesota, which lies within 8.50 feet on each side of a line which is 377.50 feet east of and parallel to the west line of the Southwest Quarter of said Section 8, Township 29 North, Range 23 West.**

and

WHEREAS, the City of Roseville acquired its interest in said road pursuant to a Deed which was filed in the office of the Ramsey County Recorder as Document No. 1588417; and

WHEREAS, the Roseville City Council held a hearing on September 26, 2011, to determine whether or not the surrounding portions of said Terminal Road described above should be vacated and subsequently determined that the such vacation would be in the public interest; and

WHEREAS, the Roseville Planning Commission held the public hearing regarding the vacation of the remnant portion described above on December 4, 2013, voting 6-0 to recommend approval of the use based on public testimony and the comments and findings of the staff report prepared for said public hearing; and

WHEREAS, four-fifths of all members of the City Council concur in this resolution;

NOW THEREFORE BE IT RESOLVED, by the Roseville City Council:

1. That the City of Roseville hereby vacates those portions of Highcrest Road and Terminal Road legally described as follows:

   The north 30.00 feet of the west 700.00 feet of the Southwest Quarter of Section 8, Township 29 North, Range 23 West, Ramsey County, Minnesota, which lies within 8.50

feet on each side of a line which is 377.50 feet east of and parallel to the west line of the Southwest Quarter of said Section 8, Township 29 North, Range 23 West.

2. The vacation applies only to that portion of Terminal Road legally described in Provision 1 above which was acquired by the City of Roseville pursuant to a deed filed in the office of the Ramsey County Recorder as Document No. 1588417, and not: (a) to the rights of existing utilities, if any, within the area vacated, or (b) any other easements running to or benefitting the City of Roseville.

3. The City Manager is directed to record a notice of completion of these vacation proceedings pursuant to Minnesota Statutes §412.851.

The motion for the adoption of the foregoing resolution was duly seconded by Council Member _____ and upon vote being taken thereon, the following voted in favor: ______; and ______ voted against.

WHEREUPON said resolution was declared duly passed and adopted.

*Resolution – Vacation of right-of-way easement at 2305 Walnut Street (PF11-024)*

STATE OF MINNESOTA )<br>
) ss<br>
COUNTY OF RAMSEY )

I, the undersigned, being the duly qualified Interim City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 9th day of December, 2013 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 9th day of December, 2013.

Patrick Trudgeon, Interim City Manager

(SEAL)

ROSEVILLE

# REQUEST FOR COUNCIL ACTION

Date: Dec. 9, 2013
Item No.: 7.h

Department Approval

City Manager Approval

Item Description: Approval of Ramsey County Computer Aided Dispatch (CAD) and Mobile Agreement

## BACKGROUND

Ramsey County Emergency Communications Center (ECC) is the public safety dispatch center for all fire and law enforcement agencies based in Ramsey County, except for White Bear Lake. Currently, the ECC uses a CAD system owned by the City of St. Paul to aid in its dispatch services to the local agencies. The St. Paul owned CAD will be replaced in early 2015 with a CAD to be owned by Ramsey County.

Mobile Data is the wireless environment vehicles use to connect with CAD, records management system(s), the internet, etc.

The purpose of this CAD and Mobile Data Agreement is to establish parameters for the provision of CAD and Mobile Data services by Ramsey County to member agencies, and to delineate the terms and conditions under which Ramey County will provide these CAD Services. All member agencies agree to work cooperatively to fulfill the terms and purpose of this Agreement.

## POLICY OBJECTIVE

The Roseville fire and police departments meet all requirements as set forth by the Agreement and it has been reviewed and approved by Roseville's City Attorney's Office.

## BUDGET IMPLICATIONS

There are no additional budgetary implications.

**STAFF RECOMMENDATION** Authorize the City of Roseville to enter into the Agreement with the Ramsey County.

## REQUESTED COUNCIL ACTION

Authorize the City of Roseville to enter into the Agreement with the Ramsey County.

Prepared by: Chief Rick Mathwig
Attachments: A: CAD and Mobile Agreement

# CAD and Mobile Data Agreement Among Ramsey County and Members

This is an agreement between the County of Ramsey, a political subdivision of the State of Minnesota, through the Emergency Communications Department, 388 13th Street, Saint Paul, MN 55101 ("County") and the City of Roseville, 2660 Civic Center Rd, Roseville, MN 55113 (a "Member").

WHEREAS, All public safety agencies in Ramsey County currently use a Computer Aided Dispatch ("CAD") System owned by the City of Saint Paul; and

WHEREAS, The County operates the Ramsey County Emergency Communications Center ("ECC"); and

WHEREAS, The County has Dispatch Joint Powers Agreements in place with the Members to provide dispatch services that will expire on December 31, 2016; and

WHEREAS, Due to the CAD System nearing the end of its life cycle, the County issued a Request for Proposals ("RFP") for an integrated public safety CAD/Mobile system ("System"), to be owned by the County and used County-wide by the ECC, the White Bear Lake Emergency Communications Center ("WBLECC"), and numerous Law Enforcement and Fire/EMS agencies across the County; and

WHEREAS, The County anticipates that implementation of the System will occur in 2015; and

WHEREAS, The parties to this Agreement hereby agree as follows:

1. **Purpose:** The purpose of this CAD and Mobile Data Agreement ("Agreement") is to establish parameters for the provision of Computer-Aided Dispatch and Mobile Data services ("CAD Services") by the County to the Members, and to delineate the terms and conditions under which the County will provide these CAD Services. All Parties agree to work cooperatively to fulfill the terms and purpose of this Agreement.

2. **Definitions**

For purposes of this Agreement, the following terms have the indicated meanings:

2.1 **Additional Member** means any Governmental Unit that signs this Agreement with the County on or after January 1, 2015.

2.2 **Agreement** means this CAD and Mobile Data Agreement among Ramsey County and Members, as may be amended from time to time.

2.3 **AVL/Automatic Vehicle Location System** means a combination of hardware and services that can detect the near-real time location of a vehicle and send that information to the CAD System so it can be displayed on a map.

2.4 **CAD/Computer-Aided Dispatch or Dispatching** is a computer-based system that allows persons in a dispatch center to create and update records of calls for service and to easily view and understand the status of all units being dispatched. CAD provides displays and tools so the dispatcher can handle calls-for-service as efficiently as possible.

2.5 **CAD System** means the combination of hardware, software and services the County utilizes to provide CAD System functionality to Members as described in the System Purchase Agreement Between TriTech Software Systems and Ramsey County, MN, dated July 12, 2013 (pursuant to Ramsey County Board Resolution 2012-313), incorporated herein in its entirety and made a part of this Agreement by reference. The County owns the CAD System hardware and software.

2.6 **CAD System Vendor** means one or more entities from whom the County procures the CAD System.

2.7 **County** means Ramsey County.

2.8 **Department** means the Ramsey County Department of Emergency Communications.

2.9 **Director** means the Director of the Ramsey County Department of Emergency Communications, who reports to and serves at the pleasure of the County Manager.

2.10 **Emergency Communications Center/ECC** means the location from which the County provides dispatching services for police, fire, emergency medical services, and other public safety functions.

2.11 **Governmental Unit** means, for purposes of this Agreement, the definition set forth in Minnesota Statutes §471.59.

2.12 **Initial Member** means any Governmental Unit that signs this Agreement with the County before January 1, 2015.

2.13 **Member** means either an Initial Member or an Additional Member.

2.14 **Mobile Data System** means the combination of hardware, software, and services used by the County to facilitate Members' use of the System on mobile devices.

2.15 **Operational Contact** means a person and an alternate person representing a Member who will receive technical notifications and provide technical coordination between that Member and the County.

2.16 **Party** means the County or any Member.

2.17 **Qualified Committee/Subcommittee Member** means an individual sitting as a named Committee or Subcommittee member and not legally disqualified. Qualified members may be represented by designees where provided by this Agreement.

2.18 **Recovery Time Objective** means the duration of time within which a business process must be restored after a disaster or disruption in order to avoid unacceptable consequences.

2.19 **System** means the combined CAD System, Mobile Data System, AVL System and Fire Alerting System.

2.20 **System Investment Fund** means a budget fund to pay for equipment replacement and make ongoing investments in the System.

2.21 **System Manager** means the Ramsey County employee who is responsible for management of the System and who reports to the Director.

2.22 **System Replacement Fund** means a budget fund for eventual replacement of the System.

2.23 **System User** means an individual or agency of a Governmental Unit that is authorized to utilize the System.

2.24 **Year** means one calendar year.

## 3. Membership

3.1 Only a Governmental Unit ("Entity") that is a party to an agreement with the County for Dispatch Services ("Dispatch Agreement") and is within the boundary of Ramsey County may become a Member under this Agreement.

3.2 An Entity that is not an Initial Member may become an Additional Member using the following process:

3.2.1 The Entity submits to the Chair of the CAD Policy Committee a resolution of the Entity's governing body approving the submission of a request to become a Member under the terms and conditions of this Agreement.

3.2.2 The CAD Policy Committee reviews the request in consultation with appropriate County staff (which may include ECC staff, Attorney(s) and/or Administration staff), and takes action on such request within 120 days of receipt of the request.

3.2.3 Upon approval of membership by the CAD Policy Committee, the requesting Entity and the County execute a duplicate of this Agreement, or the version of this Agreement then in effect for all Members.

3.2.4 Within 60 days of Agreement execution, the Additional Member pays an initial one-time fee to cover licensing and other startup costs as described in section 8. Cost/Payment.

3.3 Upon final execution of this Agreement and receipt of the initial one-time fee, the Entity shall become an Additional Member and shall have all of the rights and responsibilities of a Member as set forth in this Agreement.

## 4. Governance

### 4.1 CAD Policy Committee

4.1.1 The CAD Policy Committee is hereby created with the duties, powers, and responsibilities as set forth in this Agreement.

4.1.2 The CAD Policy Committee ("Committee") shall be comprised of the members of the Dispatch Policy Committee as identified in section 4.02 of the 2005 Joint Powers Agreement Between Ramsey County and the City of Saint Paul for Consolidated Dispatch Operations ("Dispatch JPA"), an excerpt of which is attached hereto and made part of this agreement as **Exhibit 1**, and the Officers of the Dispatch Policy Committee shall serve as the Officers of the CAD Policy Committee.

4.1.3 The CAD Policy Committee Officers shall have the duties, powers and responsibilities set forth in this Agreement.

4.1.4 Officers

4.1.4.1 The duties of the Chair shall be as follows:

4.1.4.1.1 approve the agenda for Committee meetings, with the input and assistance of the Director and other Committee members;

4.1.4.1.2 preside at Committee meetings;

4.1.4.1.3 sign all official documents as authorized by the Committee;

4.1.4.1.4 make reports, directly or through a designee, to the Committee and the Ramsey County Board as required or deemed appropriate; and

4.1.4.1.5 perform such other duties as are incident to the office and properly expected by the Committee.

4.1.4.2 The duties of the Vice Chair shall be as follows:

4.1.4.2.1 in the absence of the Chair, to perform the duties of the Chair; and

4.1.4.2.2 to perform such duties as may be requested by the Chair.

4.1.4.3 The Director shall serve as executive secretary to the Committee and shall provide all correspondence, reporting, and recordkeeping functions for the Committee, consistent with Minnesota Statutes Chapter 13 and statutory retention laws.

4.1.5 Powers and Authority of the CAD Policy Committee

4.1.5.1 The Committee shall assist the County in reviewing and evaluating the performance of the System to ensure that the service meets the needs and expectations of the Members and System Users.

4.1.5.2 The Committee shall make recommendations to the County Manager, the Director and the System Manager concerning the facilitation of public safety services through use of the System.

4.1.5.3 The Committee shall periodically review operations and make recommendations to the Director on the operations, standards, and budget for the System.

4.1.5.4 The Committee shall serve as an appeals body as provided in this Agreement.

4.1.5.5 The Committee shall review the proposed annual budget prepared by the Director, and after any agreed-upon modifications, make a recommendation to the County Board to approve the budget.

4.1.5.6 The Committee will approve fund balance goals for the System Investment Fund every two years.

4.1.5.7 The Committee may report issues regarding the performance of the Director to the County Manager. The County Manager will work with the Director in an expeditious manner to resolve any concerns raised by the Committee.

4.1.6 Meetings and Voting

4.1.6.1 The Committee shall meet at least quarterly during the first year this Agreement is in effect. Thereafter, the Committee members shall determine the frequency of regular meetings. In addition, a special meeting may be called by the Chair.

4.1.6.2 Each Party and each representative on the Committee shall be responsible for complying with requirements of State statutes relating to open meetings.

4.1.6.3 Each Committee member may cast one vote.

4.1.6.4 Committee members may not appoint proxies or designees.

4.1.6.5 A decision of the Committee requires a quorum and approval by a majority of the Committee members present.

4.1.6.6 A quorum of the Committee means one half of the Qualified Committee Members plus one.

4.1.6.7 At its first meeting, the Committee shall adopt a process for resolving tie votes.

4.1.7 Unless earlier dissolved by mutual written agreement of all of the then-current Members, the CAD Policy Committee will continue to operate for the duration of this Agreement.

**4.2 CAD Command Subcommittee**

4.2.1 A CAD Command Subcommittee (“Subcommittee”) shall be formed, to be comprised of one Chief or Command level person from each of the following System Users:

4.2.1.1 The Ramsey County Sheriff’s Office;

4.2.1.2 If Saint Paul signs this Agreement, Saint Paul Police and Saint Paul Fire;

4.2.1.3 If Maplewood signs this Agreement, Maplewood Police and Maplewood Fire;

4.2.1.4 For other System Users, one suburban fire department and one suburban police department.

4.2.2 CAD Command Subcommittee Membership, Voting, and Meetings.

4.2.2.1 The System Users identified in this Agreement as members of the Subcommittee shall each select their own representatives except that the suburban fire department representative (other than Maplewood) will be selected annually by the Ramsey County Fire Chiefs Association and the suburban police department representative (other than Maplewood) will be selected annually by the Ramsey County Chiefs of Police.

4.2.2.2 The Subcommittee members shall select a Chair and a Vice Chair at its first meeting.

4.2.2.3 The Subcommittee will meet quarterly or at such other intervals as determined by the Subcommittee members.

4.2.2.4 Voting representation on the CAD Command Subcommittee shall be as follows:

4.2.2.4.1 The City of Saint Paul Fire Chief (or designee) shall have two (2) votes

4.2.2.4.2 The City of Saint Paul Police Chief (or designee) shall have two (2) votes

4.2.2.4.3 The Ramsey County Sheriff's Office (or designee) shall have one (1) vote

4.2.2.4.4 The City of Maplewood Fire Chief (or designee) shall have one (1) vote

4.2.2.4.5 The City of Maplewood Police Chief (or designee) shall have one (1) vote

4.2.2.4.6 The remaining suburban Fire agencies shall be represented by one Fire Chief (or designee) to be selected by those agencies. That representative shall have one (1) vote.

4.2.2.4.7 The remaining suburban Police agencies shall be represented by one Police Chief (or designee) to be selected by those agencies. That representative shall have one (1) vote.

4.2.2.5 A decision of the Subcommittee requires a quorum and approval by a majority of the Subcommittee members present.

4.2.2.6 A quorum of the Subcommittee means one half of the Qualified Subcommittee Members plus one.

4.2.2.7 Subcommittee members may appoint designees.

4.2.3 CAD Command Subcommittee roles and responsibilities:

4.2.3.1 Provide System User input to the System Manager into the process of developing protocols and standards for the System.

4.2.3.2 Provide a forum for the exchange of ideas between System staff and System Users for the purpose of improving service, reviewing critical incidents, and resolving complaints.

4.2.3.3 Provide input to the CAD Policy Committee as to the overall performance of the System in serving the needs of the System Users.

4.2.3.4 Review the Director's proposed CAD budget and make recommendations to the CAD Policy Committee. CAD Command Subcommittee members may invite Member finance staff to budget meetings.

4.2.3.5 Review and approve System and security standards as those standards may change over time. See section 10.

4.2.4 Issues that cannot be resolved by the Subcommittee shall be referred to the CAD Policy Committee.

## 4.3 CAD Operations Groups (Law Enforcement and Fire/EMS)

4.3.1 **Membership**: these groups consist of end user representatives, with technical personnel invited as needed:

4.3.1.1 The Law Enforcement Operations Group shall be comprised of one police officer, deputy, or supervisor from each law enforcement agency served by the System.

4.3.1.2 The Fire/EMS Operations Group shall be comprised of one firefighter, emergency medical responder, or supervisor from each fire and EMS agency served by the System.

4.3.2 **Roles and responsibilities**: The Operations Groups bring forward, document, discuss and attempt to resolve technical and operational matters. These Groups provide advice and recommendations regarding technical and operational issues to the CAD Command Subcommittee.

## 4.4 Conducting business (for all committees, subcommittees and operations groups)

4.4.1 There will be a Charter for each group.

4.4.2 There will be written minutes of each meeting.

## 5. System Operation: Responsibilities of the Parties

### 5.1 General/Overview

5.1.1 The County will own and operate the System, as defined in this Agreement, for the use and benefit of the Members. This section delineates the responsibilities of the County and the Members for the procurement and operation of hardware, software, and services necessary for the System.

5.1.2 The County and the Members will ensure that their equipment used to access and use the System meets standard specifications established by the CAD System Vendor, and that equipment is in good working order, software is up-to-date and services are managed to meet agreed-upon service levels.

5.1.3 In order to meet the requirements of 5.1.2, the County and the Members will develop and implement refresh cycles for equipment and budget for needed software upgrades, maintenance and services.

5.1.4 The County will ensure that its CAD operations are sufficiently resourced and budgeted to fulfill the terms of this Agreement.

5.1.5 All Parties to this Agreement will make internal practices, books, and records available for audit as authorized or required by this Agreement and applicable law.

5.1.6 All Parties to this Agreement will work cooperatively to address audit findings.

### 5.2 CAD System

5.2.1 The CAD System provides functionality such as call input, call dispatching, call status maintenance, base map, event notes, field unit status and tracking, and call resolution and disposition.

5.2.2 County Responsibilities. The County is responsible for procuring and maintaining the following CAD System hardware, software, and related services:

5.2.2.1 Computing hardware, platform and systems capable of running the CAD server and client software per the CAD System Vendor's standard specifications for the version in use.

5.2.2.2 CAD System firmware updates.

5.2.2.3 Operating system (OS) software that runs on the CAD computing hardware, and appropriate licensing for the OS software.

5.2.2.4 Centralized CAD software applications that run on the computing platform (server software).

5.2.2.5 Applications that are licensed to the County as part of the System.

5.2.2.6 Licenses to use the CAD software at dispatch stations/consoles, and the ongoing maintenance of that software.

5.2.2.7 Loading of the CAD software at dispatch stations/consoles.

5.2.2.8 Display and input devices at the ECC and Disaster Recovery (“DR”) sites.

5.2.2.9 Printers at the ECC and DR sites.

5.2.2.10 Access to web-based CAD end-user software that allows System Users to view CAD information.

5.2.2.11 Installation of CAD client software on end user computer systems brought to the County’s service location, and 24/7 on-call troubleshooting support for Members who load the CAD client software at their own fixed remote locations.

5.2.2.12 Manage System User accounts to ensure System Users are able to access needed services and information, in accordance with approved security standards.

5.2.2.13 Database maintenance to keep up to date incident type codes, priority codes, emergency response area/beats, response plans, and resource assignment tables.

5.2.2.14 Written instructions for self-installation of CAD client software (as applicable) on one version each of up to three (3) operating system platforms (e.g., Windows, iOS, Android).

5.2.3 Member Responsibilities. Each Member is responsible for procuring and maintaining the following CAD System hardware, software, and related services:

5.2.3.1 Computing systems capable of running the CAD client software per the CAD System Vendor’s standard specifications. This may include desktop or laptop computers, tablets or other computing devices.

5.2.3.2 Internal testing of approved System modifications against Member-owned hardware and software.

5.2.3.3 Installation of CAD client software at the Member’s fixed locations (if agency chooses not to bring the systems to the County’s service location).

5.2.3.4 Printers at the Member’s own locations.

## 5.3 Mobile Data System

5.3.1 The Mobile Data System provides an interface between the user of the CAD client software on mobile devices and the ECC, as well as an interface to field reporting software accessed by the mobile device. This system provides two-way data transfer regarding dispatched incidents. Types of data transferred include time at which the responding vehicle arrives and clears calls.

5.3.2 <u>County Responsibilities</u>. The County is responsible for the following Mobile Data System hardware, software, and related services:

5.3.2.1 Computing hardware platform (e.g., servers) on which the County-provided Mobile Data System software operates.

5.3.2.2 Mobile Data System server firmware updates.

5.3.2.3 Server/host-based CAD mobile data application software for the County-provided Mobile Data System, including maintenance of licenses and implementation of patches and updates.

5.3.2.4 Applications that are licensed to the County as part of the Mobile Data System.

5.3.2.5 Mobile data client software for Members, including maintenance of licenses. Maintenance of System User accounts to ensure System Users are able to access needed services and information.

5.3.2.6 Database maintenance to keep up to date incident type codes, priority codes, emergency response areas/beats, response plans and resource assignment tables.

5.3.3 <u>Member Responsibilities</u>. Each Member is responsible for the following Mobile Data System hardware, software, and related services:

5.3.3.1 Wireless connectivity service (e.g., commercial cellular data services) over which to transmit CAD and CAD-related data.

5.3.3.2 Wireless signal antennas and receivers/transmitters for computing devices, which may be built in or external to the device.

5.3.3.3 Client computing devices/hardware on which to run the Mobile Data System software that meet standard specifications established by the CAD System Vendor.

5.3.3.4 Security on Member-owned devices according to applicable state and federal security requirements.

**5.4 Wireless Data Security and Persistent Connectivity Service**

5.4.1 The Wireless Data Security and Persistent Connectivity Service encrypts CAD and Mobile Data information that is sent over commercial wireless services. The Wireless Data Security and Persistent Connectivity Service also maintains usability when the wireless service is unavailable and reconnects automatically when that service is again available.

5.4.2 Services by other than County

5.4.2.1 After submitting a written plan to the ECC Director and after receiving written approval of that plan from the ECC Director and the CAD Command Subcommittee, a Member may elect to provide wireless data security and persistent connectivity services on its own, and/or to contract with entities other than the County to provide these services. This is applicable only to wireless data security and persistent connectivity services and will be known as “opting out” or “opt out”.

5.4.2.2 A Member may choose to opt out of services for a subset of its System Users, for example, for only Law Enforcement personnel.

5.4.2.3 Should a Member opt out, the ECC would remain the “first call for help” for that Member’s System Users per section 5.4.3.6.

5.4.2.4 A Member that opts out is responsible for all elements of the provision and maintenance of the wireless data security and persistent connectivity service except 5.4.3.6.

5.4.3 County Responsibilities. The County is responsible for the following Wireless Data Security and Persistent Connectivity Service hardware, software, and related services for Members who do not opt out of having the County provide wireless data security and persistent connectivity service:

5.4.3.1 Acquisition of the service(s) and management of any necessary contracts.

5.4.3.2 Working with the Members and State of Minnesota to transition from existing licenses and agreements.

5.4.3.3 Distribution of client software (as needed) to subscribing Members, and maintaining licenses and updates for that software.

5.4.3.4 Applications that are licensed to the County as part of the Wireless System.

5.4.3.5 Maintenance of System User accounts to ensure that System Users are able to access needed services and information.

5.4.3.6 “First call” troubleshooting of connectivity issues.

5.4.3.7 Written installation standards/guidelines.

5.4.3.8 Initial installation of client software on end user computing devices at the County’s service location.

5.4.4 Member Responsibilities. Each Member is responsible for the following Wireless Data Security and Persistent Connectivity Service hardware, software, and related services:

5.4.4.1 Allowing the County to push software updates to end user computing devices. This does not apply to Members that opt out.

5.4.4.2 Management of wireless accounts to ensure that System Users are able to access needed services and information.

### 5.5 AVL System

5.5.1 An Automatic Vehicle Location ("AVL") System, within the context of this Agreement, acquires vehicle location information via GPS signaling using an antenna and receiver in each vehicle. That location information is then transmitted by the Mobile Data System in the vehicle (via commercial wireless) to the ECC.

5.5.2 County Responsibilities. The County is responsible for the following AVL System hardware, software, and services:

5.5.2.1 Computing hardware platform (e.g., servers) on which the County-provided AVL System software operates.

5.5.2.2 Server/host-based AVL application software for the County-provided AVL System.

5.5.2.3 Applications that are licensed to the County as part of the AVL System.

5.5.2.4 Interfaces between the AVL System and the CAD and Mobile Systems.

5.5.2.5 Licenses for AVL System client software to be used on end user computing devices, and software maintenance, including updates.

5.5.2.6 Written installation standards/guidelines.

5.5.3 Member Responsibilities. Each Member is responsible for the following AVL System hardware, software, and services:

5.5.3.1 Vehicle antennas and the installation of those antennas including cabling and other required hardware and services.

5.5.3.2 GPS receivers (radios) and the installation of those in vehicles.

5.5.3.3 Physical connections between the GPS receivers and the mobile data system computing devices (laptop, tablet) in the vehicles (if GPS is not built into the devices) and verification that GPS position data is being relayed to the device and mobile application.

### 5.6 End User Computing Devices

5.6.1 End user computing devices such as desktops, laptops and tablets provide a means to access and input CAD and Mobile Data information. End user computing devices may be handheld, connected to building networks or installed in vehicles.

5.6.2 County Responsibilities. The County is responsible for the following end user computing device hardware, software, and related services:

5.6.2.1 Providing and maintaining end user computing devices and associated operating system software for the end user computing devices at the ECC.

5.6.2.2 Informing Members of changes to end user computing devices that are driven by the System, i.e., Operating System compatibility issues.

5.6.2.3 First call troubleshooting for System software.

5.6.3 Member Responsibilities. Each Member is responsible for the following end user computing device hardware, software, and services:

5.6.3.1 Providing and maintaining end user computing devices and associated software for use of Member personnel.

5.6.3.2 Ensuring that end user computing devices and associated software that will be used to access the System comply with standard specifications established by the CAD System Vendor.

5.6.3.3 Providing and maintaining all non-System related (third-party) software, hardware and peripherals on end user computing devices.

5.6.3.3.1 Should any Member decide to install additional third-party software on, or alter the configuration of, its end user computing devices, it does so at its own risk. Members must provide staff capable of providing support for the preparation, installation, maintenance and upgrades of such additional software. The County will test additional software for compatibility with the System at the request of Members. Such testing will be charged to the requesting Member.

5.6.3.4 Keeping operating systems, applications and web browsers on Member end user computing devices up to date by applying appropriate patches, updates and upgrades in a timely manner, and according to standards to be developed per section 10.

**5.7 Fire Department Alerting**

5.7.1 Definitions:

5.7.1.1 Fire **Department** Alerting means the process and method used by the ECC to notify an agency that a call for service exists. This process begins at the dispatch console when a call is received and continues through the System until the notification is received by any or all of the following means: the Fire Station Controller, a two-tone voice paging device, or a messaging device that receives email, text, SMS, etc.

5.7.1.2 Fire **Station** Alerting means the process and method used by the Fire Station Controller to disseminate the alert within the station (using peripheral devices such as speakers, lights, menu boards, monitors, printers, etc.) that is received through the Fire Department Alerting process.

5.7.2 County Responsibilities. The County is responsible for the following:

5.7.2.1 Related to Fire **Department** Alerting services, the County will provide and maintain all necessary software and equipment (servers, routers, radio systems, two-tone paging systems, digital messaging systems, etc.) required at the ECC to operate a communications gateway that interfaces with the CAD System to generate and transmit messages/alerts to remote Fire Station Controllers and/or devices using both primary/secondary means of communications (existing data networks, radio systems, phone lines, etc.).

5.7.2.2 Related to Fire **Department** Alerting services at fire station locations, the County is responsible to provide and maintain a device (Fire Station Controller) to receive dispatched calls at each fire station that uses an alerting system.

5.7.3 Members Responsibilities. Each Member is responsible for the following:

5.7.3.1 Fire **Station** Alerting – each Member that utilizes Fire Station Alerting is responsible for providing and maintaining all connections and peripherals beyond the Fire Station Controller that are used to disseminate the alert. Peripherals may include such items as speakers, lights, menu boards, monitors, printers, or any device that the Fire Station Controller communicates with in the fire station.

5.7.3.2 Fire Department **Paging** – each Member that utilizes fire department two-tone voice paging is responsible for providing and maintaining all devices necessary to receive two-tone voice pages from the ECC.

5.7.3.3 Fire Department **Messaging** – each Member that utilizes fire department messaging (email, text, SMS, etc.) is responsible for providing and maintaining all devices necessary to receive digital messages from the ECC.

## 5.8 Network Infrastructure

5.8.1 A **Wide Area Network (WAN)** is a telecommunication network that covers a broad area.

5.8.1.1 The point of WAN demarcation between the County and a Member is the firewall system designated to support the CAD/Mobile Data/AVL/Fire Alerting System at the Member's location. Note: If a Member uses web-based access, a dedicated WAN connection to the ECC may not be required.

5.8.1.2 County Responsibilities

5.8.1.2.1 The County is responsible for procuring and maintaining secured WAN connections needed to support the System (for example, to the State).

5.8.1.3 Member Responsibilities

5.8.1.3.1 Each Member is responsible for procuring and maintaining any necessary secured WAN connections from their site(s) to the ECC in order to access the System.

5.8.1.3.2 Moves, additions, and changes to WAN connections that are initiated by a Member are the responsibility of that Member.

5.8.2 **Firewall systems** are used to help keep a network secure. The primary objective is to control the incoming and outgoing traffic by determining whether data packets should be allowed through.

5.8.2.1 <u>County Responsibilities</u>. The County will provide and maintain firewall systems for the ECC and backup ECC sites.

5.8.2.2 <u>Member Responsibilities</u>. Members who wish to have a dedicated WAN connection to the System must provide and maintain their own firewall systems at their locations.

5.8.3 **Routing systems** forward data packets between different types of networks, such as from WANs to LANs. For this System, routing services are required at the ECC and at the backup dispatch facility. The County is responsible for these systems.

5.8.4 **Local area network (LAN) infrastructure** consists of network cabling, local wireless (e.g., WiFi), and switching systems within a building.

5.8.4.1 <u>County Responsibilities</u>. The County is responsible for LAN infrastructure at the ECC.

5.8.4.2 <u>Member Responsibilities</u>. Each Member is responsible for LAN systems within the Member's own facilities.

5.8.5 **Antivirus services** protect operating systems and other software from malicious code.

5.8.5.1 The County and all Members are individually responsible to maintain antivirus services on all computing devices that access the System. Those antivirus services must meet all applicable state and federal requirements.

5.8.5.2 The County and all Members have the right to disconnect systems/hardware/devices found to be compromised in a way that poses an immediate threat.

5.8.6 **Authentication** is used to ensure that only authorized users may access the System.

5.8.6.1 Members must use authentication methods that comply with applicable state and federal security requirements.

5.8.6.2 Members are responsible for the costs to implement and maintain authentication.

**5.9** **Interfaces** – these are software programs developed specifically to link other software applications to the System. For cost allocations, refer to section 8.

5.9.1 The entities named below will be responsible to ensure the identified interfaces or their replacements or version changes listed below operate according to applicable specifications.

5.9.2 County Responsibilities.

5.9.2.1 The County is responsible for **both "ends"** of the following interfaces:

5.9.2.1.1 Alphanumeric paging

5.9.2.1.2 ANI/ALI/E9-1-1

5.9.2.1.3 BCA LEMS

5.9.2.1.4 Apparatus move-up management (one-way data export out of System) [DECCAN Live MUM at the time of the original Agreement]

5.9.2.1.5 Fire Department/Station alerting (one-way from System to alerting application)

5.9.2.1.6 Knowledge Center (Emergency Management)

5.9.2.1.7 Pictometry

5.9.2.2 The County is responsible for the **County's "end"** of the following interfaces:

5.9.2.2.1 CAD-to-CAD interface with Allina Medical. Note: Allina Medical will pay for its end, both initially and ongoing.

5.9.2.2.2 Fire Records Management System (one-way data export out of System) [ImageTrend at the time of the original Agreement].

5.9.2.2.3 HazMat, pre-plan, and premise information [via ImageTrend at the time of the original Agreement].

5.9.2.2.4 Law Enforcement Records Management Systems (one-way data export out of System).

5.9.2.2.5 EMS RMS (one-way data export out of System) [Sansio ePCR at the time of the original Agreement].

5.9.2.2.6 Field Reporting (one-way data export out of System).

5.9.2.3 The County is responsible for ensuring that information from the System is transferred via the provided Interfaces.

5.9.2.4 The County will provide "First Call" troubleshooting of identified interfaces.

5.9.3 Member Responsibilities. Members are responsible for the **User/Member "end"** of the following interfaces:

5.9.3.1 HazMat, pre-plan, and premise information, by those Members that use it.

5.9.3.2 City of Saint Paul's locally developed Law Enforcement Records Management System, by the City of Saint Paul.

5.9.3.3 Ramsey County Sheriff's Office Law Enforcement Records Management System, by Ramsey County Sheriff's Office.

5.9.3.4 Law Enforcement Records Management System used by the cities of Roseville, Lauderdale, Falcon Heights, and North St. Paul.

5.9.3.5 EMS RMS [Sansio ePCR at the time of the original Agreement], by those Members that use it.

5.9.3.6 Field Reporting, by those Members that use it.

5.9.4 Protocol for changes to interfaces: when either the System or the linked application undergoes a modification (e.g., patches, updates and/or upgrades) that could affect the interface between the System and/or the linked applications, the Party that is identified as responsible for that interface under the terms of this Agreement must arrange for the necessary software modifications, and have all changes tested in a non-production environment prior to implementation in the production system. The County shall notify the Members at least 60 days prior to implementing changes to interfaces for which the County is responsible. A Member shall notify the County at least 60 days prior to implementing changes to interfaces for which the Member is responsible, and shall work with the County to coordinate and schedule the change in the production environment.

5.9.5 Troubleshooting problems due to interface changes is a joint responsibility of the Member and the County.

5.9.6 The County may charge for support services required due to changes to Member interfaces.

### 5.10 Responsible Use Policy

5.10.1 Execution of this Agreement by a Party is deemed to include agreement to comply with the provisions of this Responsible Use Policy ("Policy").

5.10.2 Data Privacy and Security

5.10.2.1 All Parties to this Agreement will:

5.10.2.1.1 comply with applicable federal and state statutes, regulations and agreements regarding data privacy and security;

5.10.2.1.2 not obtain, use, share or disclose Protected Data other than as permitted or required by law. For purposes of this provision, the term Protected Data means "not public data", defined under the Minnesota Government Data Practices Act, Section 13.02, Subdivision 8a;

5.10.2.1.3 implement appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of Protected Data and prevent unauthorized use or disclosure by any Member or User;

5.10.2.1.4 if allowed under Minnesota Statutes chapter 13, report to the other Parties any known unauthorized use or disclosure of a Party's Protected Data or any security incident, as appropriate;

5.10.2.1.5 ensure that any agents or contractors with access to Protected Data agree to the same restrictions and conditions and implement reasonable and appropriate privacy and security safeguards imposed by this Agreement and applicable law;

5.10.2.1.6 make Protected Data available for amendment and incorporate any amendments as required and authorized by law;

5.10.2.1.7 make available the information required to provide an accounting of disclosures of Protected Data; and

5.10.2.2 If this Agreement is terminated as to any Party, all other Parties will either destroy or return the Protected Data of the terminating Party to the terminating Party and retain no copies of such data, if feasible, or if such destruction or return is not feasible, extend the protections of this Agreement to the Protected Data and limit further uses and disclosures of the Protected Data to those purposes that make the return or destruction of the Protected Data infeasible.

5.10.2.3 Each Party shall require all individuals who use the CAD and Mobile Systems to review and sign the System Users Agreement, attached to and made a part of this Agreement as **Exhibit 2**.

5.10.3 Records Retention

5.10.3.1 All Parties to this Agreement shall comply with all state and federal laws and regulations regarding the retention of public records, including but not limited to Minnesota Statutes §138.17.

**6. Ongoing County Services**

6.1 The County shall operate, manage, and maintain the System under the direction of the Director of the Ramsey County Department of Emergency Communications.

6.2 The County warrants that its initial and ongoing configuration of the System and provision of County services will be compliant with applicable privacy and security regulations, including CJIS and HIPAA requirements and standards.

6.3 Operational and Management Services. Under the supervision of the System Manager, the County will:

6.3.1 Establish and maintain a secure network.

6.3.2 Manage the System network servers, System software, databases, and network connectivity.

6.3.3 Manage and maintain test, training, and production environments for the System. The County will provide access to testing and training environments to Members upon request.

6.3.4 Test new patches, updates, upgrades and other modifications before they are applied to production systems.

6.3.5 Perform quality control/quality assurance operations during testing and implementation of patches, updates and upgrades.

6.3.6 If at any time configuration changes implemented by the County interfere with operation of the System, the County will correct the problem.

6.3.7 If software conflicts develop between System configuration changes required for the successful use of the System and end user software previously installed by a Member, the County shall work with the Member's staff to resolve the problem.

6.3.8 Maintain the System network in such a manner as to provide a minimum of 99.9% availability, except during such periods when downtime is due to circumstances beyond the control of the County or during scheduled downtime for maintenance/upgrades.

6.3.9 Maintain a system of frequent backups and data files in such a manner as to minimize System recovery time and prevent data corruption. The backup procedure will be in writing and approved by the CAD Command Subcommittee.

6.3.10 Monitor, maintain and troubleshoot network connectivity and cyber security issues in the System network.

6.3.11 Monitor performance to ensure adequate System resources and storage to handle peak traffic loads.

6.3.12 Manage System, Fire Department Alerting, Wireless Data Security and Persistent Connectivity Service vendor contracts with the County, to ensure continuous service.

6.3.13 Maintain and manage licenses for software described within this Agreement as part of the County's responsibility.

6.3.14 Coordinate maintenance upgrades with the CAD System Vendor and Members.

6.3.15 Manage the implementation of patches, updates and upgrades to the CAD System, including appropriate testing in a non-production environment prior to implementation.

6.3.16 Provide timely notices to the Members of System status changes, such as server maintenance, that will affect System availability or performance. Any planned System downtime will be scheduled during periods of light call traffic.

6.3.17 Install, configure, and maintain CAD client software, along with any other software required to maintain a secure connection to the CAD System. This excludes physical installation in in-vehicle systems, but includes remote maintenance.

**6.4 Support Services (Maintenance, Helpdesk, Upgrades).** The County will:

6.4.1 Provide support services as described herein during the hours identified below.

6.4.1.1 Live technical support will be provided during regular business hours, which are defined as 8:00 AM – 4:00 PM Monday through Friday, excluding County-observed holidays. Refer to section 6.4.2 for response times for each "Priority Level".

6.4.1.2 On-call technical support will be provided at all other times. Refer to 6.4.2, below, for response times for each "Priority Level".

6.4.2 Provide response to System issues/problems according to the following Priority Levels:

6.4.2.1 Priority Level 1: Critical Priority, as described in the excerpt from the CAD System Vendor's Support Agreement, attached hereto and made a part of this Agreement as **Exhibit 3**.

6.4.2.1.1 County Response to Priority Level 1: live telephone response within 30 minutes of initial notification.

6.4.2.2 Priority Level 2: Urgent Priority, as described in **Exhibit 3**

6.4.2.2.1 County Response to Priority Level 2: live telephone response within 1 hour of initial notification.

6.4.2.3 Priority Level 3: High Priority, as described in **Exhibit 3**

6.4.2.3.1 County Response to Priority Level 3: live (non-automated) email response within 3 hours of initial notification. If voice response is requested by the Member, such response will be provided within the same timeframe.

6.4.2.4 Priority Level 4: Medium Priority, as described in **Exhibit 3**

6.4.2.4.1 County Response to Priority Level 4: live (non-automated) email response within 2 business days of initial notification. If voice response is requested by the Member, such response will be provided within the same timeframe.

6.4.2.5 Priority Level 5: Low Priority, as described in **Exhibit 3**

6.4.2.5.1 County Response to Priority Level 5: live (non-automated) email response within 2 business days of initial notification. If voice response is requested by the Member, such response will be provided within the same timeframe.

6.4.3 Provide technical support to System Users for System client software.

6.4.4 Establish and maintain County-owned CAD interfaces to Members' records systems, mobile data system networks, and local PSAP 911 premise equipment.

6.4.5 Load and configure Mobile Data client software at the County's location. If Member agencies choose not to bring the systems in to that location, the County will provide troubleshooting assistance for agencies that load Mobile Data client software at their own locations.

6.4.6 Perform troubleshooting, characterization, and documentation of System problems or anomalies and communicate findings to CAD System Vendor(s). Follow up with CAD System Vendor(s) as necessary to resolve problems.

6.4.7 Perform troubleshooting to address System User access issues and reports.

6.4.8 Provide technical assistance to System Users for local CAD interfaces.

6.4.9 Distribute information about changes to System User requirements (hardware and software) as the CAD System Vendor publishes those requirements to the County.

6.4.10 Notify Members of planned and unplanned System outages and reported issues via the following process:

6.4.10.1 Planned Outages

6.4.10.1.1 Initial email contact will be made with each Member's Operational Contact as soon as possible, giving the following information:

1. Portion of the System that will be down
2. Date and time of the outage
3. Reason for the outage
4. Estimated duration of the outage
5. Effect outage will have on Members' business operations
6. End User expectations

6.4.10.1.2 Two days prior to the planned outage a reminder email notification containing the same information will be sent to the Member's Operational Contact with details for their use, and to distribute within their agencies.

6.4.10.1.3 Immediately prior to the outage, ECC will make an announcement over the radio identifying the sub-system that will be taken down and instructing System Users to log off.

6.4.10.1.4 When the planned outage/upgrade is complete an announcement will be made over the radio informing System Users the portion of the System that was down is available for use, plus a follow up email will be sent.

6.4.10.2 Unplanned Outage

6.4.10.2.1 As soon as reasonably possible a radio announcement will be made and email contact will be made with each Member's Operational Contact giving the following information:

1. Identifying the portion or portions of the system that is/are down
2. When the outage began
3. Initial cause of outage, if known
4. Estimated duration of the outage.
5. Effect outage will have on Members' business operations

6.4.10.2.2 Periodic notifications will be provided as appropriate and/or when new information is available.

6.4.10.2.3 When the unplanned outage is resolved an announcement will be made over the radio and via email informing System Users that the System is available for use.

6.4.10.2.4 Within two weeks of the resolution ECC will document the outage and resolution, and distribute this to the Operational Contacts.

6.4.11 Test System software patches, updates and upgrades before installation.

6.4.12 Plan for the installation of software updates and upgrades so as to minimize service disruptions to System Users.

6.4.13 Maintain the software configurations for the network security equipment.

6.4.14 Be responsible for initial troubleshooting of access issues from computers used for System access at Member sites.

6.4.15 Be responsible for initial (first call) troubleshooting of access issues from System Users' authorized mobile devices.

6.4.16 Update the GIS base map (layers, centerlines, street names, etc.) at a minimum quarterly.

6.4.17 Manage user access (adds, changes, etc.), notification data, and administrative information when notified by Members of such changes.

**6.5 Disaster Recovery and Continuity of Operations Services**

6.5.1 The County will provide and maintain Disaster Recovery (DR) and Continuity of Operations services for functions identified in **Exhibit 4**, attached hereto and made a part of this Agreement, in accordance with procedures established by the Department in consultation with the CAD Command Subcommittee.

6.5.2 In the event of a System failure that is not resolved through built-in redundancy and resiliency, an authorized ECC manager or designee will authorize a change over from the primary System to the DR system.

6.5.3 The County will configure the System so DR services are operational within two (2) hours after authorization to change over from the primary System to the DR system.

6.5.4 The County will provide personnel trained in how to implement a change over from the primary System to the DR system.

**6.6 Training**

6.6.1 The County will provide and maintain a Training Environment for the System.

6.6.2 The County will provide System User training as follows:

6.6.2.1 Initial training of System Users prior to go-live of the new System will be provided in a Train-the-Trainer mode. The County will provide training and training materials to individuals designated by the Members. The trained Member personnel will then provide training to other Member System Users.

6.6.2.2 Mobile Data System training for System Users will take place at mutually agreed upon locations using Member-provided devices.

6.6.2.3 After go-live the County will update training materials as needed and make those available to Members.

6.6.2.4 After go-live the County will provide training on the System for Members' new hires.

**6.7 Reports**

6.7.1 The System Manager will provide a set of standard reports available from the CAD System Vendor.

6.7.2 Upon request the County will generate one or more export files, using standard fields and parameters and standard data export methods supported by the CAD System Vendor. The export file(s) will contain raw data so a Member may create its own reports using its own resources.

6.7.3 If a Member needs reports other than from these sources, the County may charge the Member for creating custom reports. Members may submit a fee refund request for charges for a custom report that becomes a standard report.

6.7.4 Open Database Connectivity ("ODBC") connections may be requested through and must be approved by the CAD Command Subcommittee. Members are responsible for software licenses and support of independent reporting tools.

**6.8 Public Information Requests**

6.8.1 The System Manager will assist Members in responding to data requests by providing the requested data that is in the System to the Member within a reasonable time from the request. Member(s) will be provided with a data export file containing the System data along with documentation of the data fields provided. It will be the Member's responsibility to respond to the data request and to filter, format, and redact data as needed to fulfill the public information request in accordance with applicable law.

**7. Ongoing Member Responsibilities** (see also section 5. System Operation: Responsibilities of the Parties)

**7.1 Base Map:**

7.1.1 Members will submit new information on property key holders (ownership/lease) and common place names for businesses in accordance with County established standards.

7.1.2 Members will notify the Department of changes to streets and all addresses at least quarterly.

## 7.2 Information Security/System Protection:

7.2.1 Members remain responsible for the protection of information they place on the System and connecting networks.

7.2.2 Members must comply with applicable federal and state statutes, laws, and regulations regarding data security.

7.2.3 Members must notify the System Manager as soon as possible of any security breach or known potential threat.

7.2.4 Members will ensure that any System User or third-party software does not interfere with System applications, network connections, or security.

7.2.5 Members will restrict access to the System to only those individuals who have received CAD training and are authorized to use the System.

7.2.6 Members will maintain current operating systems, applications, security software, web-browsers, and networked devices through patches, updates, and upgrades in compliance with section 10 of this Agreement.

7.2.7 Members will notify the System Manager as soon as possible but not later than the last day of employment when an employee with System access leaves employment.

7.2.8 Members will notify the System Manager as soon as possible but not later than the change of status or rank when an employee with System access has a change of status or rank that affects that individual's access privileges.

## 7.3 Testing and Training

7.3.1 Members shall test Member-owned interfaces, devices and software when planning internal hardware or software changes or changes to business processes that may affect the System, before putting such into use.

7.3.2 Members shall utilize the County's test environment for changes to two-way interfaces, firewalls or routers.

7.3.3 Members shall perform quality control/quality assurance operations during testing and implementation of patches, updates and upgrades of Member-owned interfaces, devices and software.

7.3.4 If at any time configurations implemented by a Member interfere with operation of the System or if software conflicts develop between software required for the successful use of the System and additional software installed by a Member, the County will charge the Member to correct the problem. Member staff must work with the County as requested to resolve the problem or remove the software.

7.3.5 Members will make their personnel available to attend System training, as appropriate.

7.3.6 When System upgrades or process changes that require training of System Users are to be implemented, the Members will train their own personnel using County-provided training materials.

**7.4 Operational Contact**

7.4.1 Each Member shall maintain an Operational Contact, and an alternate operational contact, as the primary persons who will receive technical notifications and provide technical coordination.

7.4.2 Within 30 days of the execution of this Agreement, Members shall provide Operational Contact information to the System Manager.

7.4.3 Members shall immediately notify the ECC of changes to Operational Contacts.

**7.5 Reporting System Issues**

7.5.1 During business hours, System Users must contact the CAD/Mobile/AVL Helpdesk via phone or email, and provide:

7.5.1.1 User's name

7.5.1.2 Agency name

7.5.1.3 Call back number

7.5.1.4 Number of users affected, if known

7.5.1.5 Brief description of the problem.

7.5.2 After business hours, System Users must contact the on-duty ECC Shift Supervisor and provide the same information listed above.

## 8. Cost/Payment

**8.1 County Payments:** The County will pay the following:

8.1.1 All costs for the initial implementation of the System as defined by the CAD budget approved by the County in Resolution #2012-313, including all related debt service, but excluding loading of non-CAD related software onto mobile devices.

8.1.2 Both initial and ongoing costs for **both "ends"** of the following interfaces

8.1.2.1 Alphanumeric paging

8.1.2.2 ANI/ALI/E9-1-1

8.1.2.3 BCA LEMS

8.1.2.4 Apparatus move-up management (one-way data export out of System) [DECCAN LiveMUM at the time of the original Agreement]

8.1.2.5 Fire Department/Station alerting (one-way from System to alerting application)

8.1.2.6 Knowledge Center (Emergency Management)

8.1.2.7 Pictometry

8.1.3 Both initial and ongoing costs for the **County's "end**" of the following interfaces:

8.1.3.1 CAD-to-CAD interface with Allina Medical. Note: Allina Medical will pay for its end, both initially and ongoing.

8.1.3.2 Fire Records Management System (one-way data export out of System) [ImageTrend at the time of the original Agreement]

8.1.3.3 HazMat, pre-plan, and premise information [via ImageTrend at the time of the original Agreement]

8.1.3.4 EMS RMS (one-way data export out of System) [Sansio ePCR at the time of the original Agreement]

8.1.4 Initial costs only for the **County's "end"** of Law Enforcement Records Management Systems (one-way data export out of System)

8.1.5 Upgrades of the System software and hardware that are part of the CAD System Vendor's maintenance package and of County-owned interfaces will be paid for out of the System Investment Fund.

8.1.6 Upgrades of the System software and hardware that are not part of the CAD System Vendor's maintenance package must go through the Review and Approval Process set forth in section 9. System Modifications. Upon approval, upgrades of the System software and hardware and of County-owned Interfaces will be paid by the County out of the System Investment Fund.

8.1.7 Initial and ongoing costs for firewall systems at the ECC and DR sites.

**8.2 Individual Member Payments.** Each Member will pay the following:

8.2.1 The cost of Member-owned hardware, software, and application installation and maintenance not otherwise addressed by this Agreement.

8.2.2 Costs for the provision of ongoing cellular or other wireless services to connect the Member's mobile devices.

8.2.3 State data access charges for mobile wireless connectivity, which will be billed through by the Department.

8.2.4 Fees for wireless data and persistent connectivity services.

8.2.5 All non-recurring and recurring costs for encrypted WAN connections to the CAD/Mobile Data/AVL/Fire Station Alerting Systems. Costs for moves, additions, and changes to WAN services that are initiated by a Member are the responsibility of that Member.

8.2.6 Initial and ongoing costs for firewall systems at Member locations.

8.2.7 Initial and ongoing costs of Fire Station Alerting connections and peripherals beyond the Fire Station Controller that are used to disseminate the alert.

8.2.8 Initial and ongoing costs of Fire Department Paging – each Member that utilizes fire department two-tone voice paging is responsible for providing and maintaining all devices necessary to receive two tone voice pages from the ECC.

8.2.9 Initial and ongoing costs of Fire Department Messaging (email, text, SMS, etc.) – each Member that utilizes fire department messaging is responsible for providing and maintaining all devices necessary to receive digital messages from the ECC.

8.2.10 Ongoing costs, including updates, for the **both "ends"** of the following software interfaces in all environments:

8.2.10.1 Mobile Data software other than the County's Mobile System, to be paid for by those Member(s) that utilize such software.

8.2.10.2 Other interfaces to the System not otherwise provided for in this Agreement and not used by all Members, to be paid for by those Member(s) that utilize those applications, e.g. Law Enforcement Records Management System applications and Amanda.

8.2.11 Ongoing costs, including updates, for the **Member "ends"** of the following software interfaces:

8.2.11.1 HazMat, pre-plan, and premise information [via ImageTrend at the time of the original Agreement], with the costs to be paid for by those Member(s) that utilize the application.

8.2.11.2 EMS Records Management System [Sansio ePCR at the time of the original Agreement], with the costs to be paid for by those Member(s) that utilize the application.

8.2.11.3 Field Reporting, with the costs to be paid for by those Member(s) that utilize the application.

**8.3 Payments by All Members as a Group.** All Members shall pay the following:

8.3.1 Forty percent (40%) of all costs for ongoing System operating, maintenance and technical and administrative support, minus any offsetting revenue that has been applied to the Members' share in accordance with Section 8.7.

8.3.2 Each Individual Member's share will be billed based on a three-year rolling average of the Member's share of calls for service. The methodology for calculating the percentage of calls for service shall follow the same methodology described in the Dispatch Joint Powers Agreement article entitled Cost and Funding.

8.3.3 The Director shall prepare an annual CAD budget in consultation with the CAD Command Subcommittee. The CAD budget will then be presented to the CAD Policy Committee for review. The CAD Policy Committee will then make a budget recommendation to the County Board. Members will receive written notification of their share of CAD operating costs as recommended by the CAD Policy Committee by June 1st.

8.3.4 If the County Manager recommends a CAD budget to the County Board that is not consistent with the recommendation of the CAD Policy Committee, the Director shall notify the members of the CAD Policy Committee prior to the County Board public budget hearings.

8.3.5 The County will notify the CAD Policy Committee of budget changes exceeding 5% of an adopted budget as soon as possible before adoption of the budget change.

### 8.4 Additional Members

8.4.1 Additional Members must “buy-in” to the System. Buy-in costs may include a share of the initial implementation costs, a share of the System Replacement and Investment Funds, any subsequent major investments, and any additional expansion required to support this Additional Member. Buy-in costs will be determined by the CAD Policy Committee at the time of a “buy-in” request.

8.4.2 After the initial “buy-in”, Additional Members will pay costs as an Individual Member and as one of the Members as a Group, as indicated within the applicable sections of this Agreement.

### 8.5 Payment for System Changes, New Interfaces and System Modifications (see also section 9)

8.5.1 System Modifications will be paid according to the cost allocation and funding mechanism approved under section 9.4. System Modifications that will be used by fewer than all the Members will be paid for by the Members that use it, including Members that add the System Modification after implementation.

8.5.2 Costs for changes to interfaces.

8.5.2.1 The County will pay for changes to interfaces necessitated by System Modifications. This includes incremental costs due to upgrades or other modifications up to a limit of 50% of the initial implementation cost for those interfaces, unless otherwise approved by the CAD Policy Committee.

8.5.2.2 Individual Members will pay for changes to interfaces necessitated by modifications to that Member’s environment or applications. This includes incremental costs due to upgrades or other modifications. The County may charge Members up to 50% of the initial implementation cost for modified interfaces for work performed or provided by the County, unless otherwise agreed to by the Member.

8.5.3 Unapproved change cost control. Costs for changes that are not approved according to section 9.1, and that are necessitated by changes by the County to the System or environment, or by changes by a Party to associated applications or interfaces, will be paid by the Party making the changes.

**8.6 System Replacement and Investment Funds**

8.6.1 CAD/Mobile/AVL/Fire Alerting System Replacement Fund (“System Replacement Fund”)

8.6.1.1 The Parties will make annual contributions for eventual replacement of the System according to the contribution allocations set out in section 8.6.3 below. This amount will be $350,000 in 2015 and increase each year thereafter by three percent (3%) or the Consumer Price Index for Urban Consumers, whichever is less. County and Member contributions will be suspended if the fund balance reaches $10,000,000.

8.6.1.2 When determined appropriate after consideration of input from the CAD Subcommittee and the Director, the CAD Policy Committee shall recommend to the County Board that the Board initiate the replacement of the System, or a portion thereof, using the System Replacement fund.

8.6.2 CAD/Mobile/AVL/Fire Alerting System Investment Fund (“System Investment Fund”)

8.6.2.1 The following will be used to determine the amount of the annual contribution to the System Investment Fund:

8.6.2.1.1 Hardware/Equipment replacement: The amount will be $150,000 for 2015. Thereafter, the annual amount will be as determined by 8.6.2.2.

8.6.2.1.2 Ongoing System investments (investments not covered by software maintenance fees, e.g., upgrades, additional licensing, misc. software, expansion of functionality): the amount will be $300,000 for 2015. Thereafter the annual amount will be as determined by 8.6.2.2.

8.6.2.2 The Director will develop forecasting models to ensure that the System Investment Fund is sufficient, but not over funded. The Director must present forecasting models and a proposed System Investment Fund funding goal to the CAD Policy Committee every two years for approval of the funding goal. The approved funding goal will be used by the Director when submitting the proposed CAD Operating Budget as required in section 8.3.

8.6.2.3 The CAD Policy Committee may transfer amounts between the hardware/equipment replacement and ongoing System investment portions of the System Investment Fund, which are defined under sections 8.6.2.1.1 and 8.6.2.1.2

8.6.3 Contributions to the System Replacement and Investment Funds will be allocated to the County and the Members as follows: 60% will be paid by the County and 40% will be paid by the Members, divided proportionately according to the provisions of section 8.3.2.

8.6.4 The County will track the System Replacement and Investment Funds separately, showing line item balances and adding any interest earned on the fund balance. Interest earned on fund deposits will be credited toward County and Member contributions to the respective Replacement and Investment Funds according to the provisions of section 8.6.3.

8.6.5 If this Agreement is terminated or expires, any remaining money in the System Replacement and System Investment Funds will be distributed in proportion to the contributions of the County and the Members. Each Member's share will be determined by applying the percentages calculated under section 8.3.2.

**8.7 Provision of System Services outside Ramsey County – "Fee for Services"**

8.7.1 It is possible that Governmental Units (individually or in groups) [hereafter, "Entity" or "Entities"] outside of Ramsey County may request that the County provide CAD, Mobile Data and/or AVL services within their service areas.

8.7.2 In the event such an arrangement is requested, the Director will identify the potential advantages, disadvantages, costs, and fees proposed to be charged to the potential Entity/Entities, and report this information to the CAD Command Subcommittee.

8.7.3 The CAD Command Subcommittee will then examine the information and recommend for or against approval of the arrangement.

8.7.4 If the CAD Command Subcommittee does not recommend approval, the Director will so inform the requesting Entity/Entities and no further action will be taken.

8.7.5 If the CAD Command Subcommittee recommends approval, the Department will submit a proposed written agreement including service terms and fees to the requesting Entity/Entities.

8.7.6 If the requesting Entity/Entities agree(s) to the provisions of the proposed written agreement, the Director will take the request to the CAD Policy Committee, which will make a final decision as to whether to approve the agreement.

8.7.7 If the CAD Policy Committee approves the agreement, the Department will begin providing services according to the agreement upon final execution by the County and the requesting Entity/Entities.

8.7.8 After a “fee for services” agreement has been approved, the Department will track fees collected compared to actual costs on a semi-annual basis, and make adjustments as needed and as permitted by contract terms. Any necessary adjustments will be made via the County’s budgeting process.

8.7.9 Any revenues collected in excess of costs will be applied to System operating expenses according to the 60/40 contribution formula.

8.8 The County may only charge for services as expressly authorized in this Agreement, and at rates that are set in conjunction with the annual CAD budget process.

## 9. System Modifications Approval Process

9.1 Following initial System Implementation any Party to this Agreement may submit a request for a System Modification per the Review and Approval Process, below.

9.2 The Members as a group may submit a request for a System Modification that all will use per the Review and Approval process, below.

9.3 Review and Approval Process

9.3.1 The System Modification request will first be reviewed by the CAD System Manager to determine impact and cost implications.

9.3.1.1 Impact means an operational change would be required to implement the System Modification.

9.3.1.2 Cost means there would be an additional non-budgeted cost to implement the System Modification.

9.3.1.3 Upon determination of impact and cost implications, the System Modification request will proceed in accordance with the following System Modification Request Review and Approval Matrix:

**System Modification Request Review and Approval Matrix**

| | BUDGETED COST | NON-BUDGETED COST |
|---|---|---|
| **OPERATIONAL IMPACT - NO** | Review and final approval by System Manager | 1. Review and recommendation by CAD Command Subcommittee<br>2. Final approval by CAD Policy Committee<br>3. Budget amendment by Director |
| **OPERATIONAL IMPACT - YES** | Review and final approval by CAD Command Subcommittee | 1. Review and recommendation by CAD Command Subcommittee<br>2. Final approval by CAD Policy Committee<br>3. Budget amendment by Director |

9.4 No System Modification may be made to the System unless approved by the appropriate person or body as indicated in the matrix. Such approval must be in writing and shall describe the Modification, cost allocation, and the funding mechanism for initial and ongoing costs.

9.5 Upon implementation, the System Modification shall be subject to all of the provisions of this Agreement.

## 10. Establishment and Maintenance of Standards

10.1 Standards Establishment

10.1.1 The CAD Command Subcommittee is responsible to establish standards for System security, user equipment, and user training.

10.1.1.1 For each area of standardization identified by the Subcommittee to be addressed, ECC personnel, the CAD Operations Groups, and/or other technical resources shall develop draft standards for review and approval by the Subcommittee.

10.1.1.2 Any Party to this Agreement may submit suggested language for any standard under consideration or in revision to the Chair of the CAD Command Subcommittee or his/her designee. The Subcommittee will consider such suggestions in light of all Members' needs and capabilities, as well as the potential impact on the functioning of the System and/or Members' business processes.

10.1.1.3 The CAD Command Subcommittee will review drafts, seek necessary clarifications and have each draft standard document revised until it meets the approval of the majority of a quorum of the Subcommittee.

10.1.1.4 Once a draft is approved, it will be circulated to the CAD Operations Groups and Members for review and further comment.

10.1.1.5 After review comments have been incorporated the CAD Command Subcommittee shall vote whether to approve the draft standard.

10.1.1.6 A standard, once approved by the CAD Command Subcommittee, shall be distributed to all Parties who shall thereafter comply with the approved standard.

10.1.1.7 Any Party to this Agreement may appeal a standard adopted by the CAD Command Subcommittee to the CAD Policy Committee.

10.2 Standards Maintenance and Modifications

10.2.1 The CAD Command Subcommittee will review each approved standard every two (2) years, after its initial approval, for potential updating or modification as necessitated by changes in technology or the needs or capabilities of the Parties.

10.2.2 Standards may also be modified whenever needed due to changes in operating procedures, software or hardware changes, changes in applicable law or other factors that affect System operations or functionality according to the process identified in section 10.1.

**11. Dispute Resolution and Remedies**

11.1 If a Member or the System Manager or the Director of the ECC has a dispute under this Agreement, that Member or the System Manager or the Director may bring that dispute forward for resolution according to the following process:

11.1.1 Technical issues shall first be submitted to the System Manager for resolution. If the System Manager initiated the dispute resolution request or if technical issues submitted by others cannot be resolved by the System Manager, the matter shall be referred by the System Manager to the Director of the ECC. If the Director of the ECC and the disputing System Manager or Party cannot resolve a technical issue, the issue shall be forwarded to the CAD Command Subcommittee.

11.1.2 Financial issues shall first be submitted to the Director for resolution. If the Director first identified the financial issue or if the financial issue cannot be resolved by the Director, the matter shall be referred to the CAD Command Subcommittee. However, any financial issues that involve changes in the CAD operating budget shall be immediately submitted by the Director to the CAD Policy Committee for resolution.

11.1.3 Issues that do not fall into the two previous categories shall first be submitted to the Director for resolution. If the Director first identified the issue or if the issue cannot be resolved by the Director, the matter shall be referred to the CAD Command Subcommittee.

11.2 If the issue is not resolved to the satisfaction of the disputing System Manager, Director or Party by the CAD Command Subcommittee, the disputing System Manager, Director or Party may escalate the matter to the CAD Policy Committee.

11.3 If the matter is not resolved to the satisfaction of the disputing System Manager, Director or Party by the CAD Policy Committee, the disputing System Manager, Director or Party may appeal the decision of the CAD Policy Committee to the Ramsey County Board.

11.4 At any point in the process, the County or a Member may request mediation regarding the dispute. The Party requesting the mediation will be responsible for the costs of mediation. However any parties to the mediation may agree to share costs as part of a negotiated settlement.

11.5 Each Party maintains the right to pursue any remedy for material breach of this Agreement or System failure otherwise available at law or equity if the dispute is not resolved to the disputing System Manager, Director or Party's satisfaction using this process.

## 12. General Terms and Conditions

### 12.1 Term

12.1.1 This Agreement is effective as of the last date of execution by the County and eight Governmental Units, and thereafter will become effective as to other Governmental Units when each of the Governmental Units executes this Agreement. This Agreement will remain in effect through December 31, 2016 ("Initial Term"), unless earlier terminated pursuant to the provisions of this Agreement.

12.1.2 Thereafter, the Term shall automatically renew for one (1) year periods ("Renewal Periods"), up to a maximum of ten (10) Renewal Periods, subject to the termination provisions of section 12.2.

### 12.2 Termination and Withdrawal

12.2.1 This Agreement shall terminate:

12.2.1.1 upon the consent of the County and all Members, as evidenced by written resolutions of their governing bodies'; or

12.2.1.2 when necessitated by operation of law; or

12.2.1.3 as a result of a decision by a court of competent jurisdiction.

12.2.2 The County may terminate this Agreement on twenty-four calendar months' written notice of action of the County Board.

12.2.3 A Member may not withdraw from this Agreement during the Initial Term.

12.2.4 Following the end of the Initial Term, a Member may withdraw from this Agreement only at the same time it withdraws from the Dispatch Agreement. A Member may only terminate this Agreement at the end of a calendar year by action of its governing body and upon a minimum of twelve (12) months prior written notice to the other Parties to this Agreement.

12.2.5 A Member that withdraws forfeits any claim to any outstanding fund balance in the System Replacement and Investment Funds.

12.2.6 Withdrawal from this Agreement by a Member shall not constitute withdrawal by any other Member.

**12.3 Indemnification and Insurance**

12.3.1 Each Party agrees that it will be responsible for its own acts and the acts of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and shall not be responsible for the acts of other Parties to this Agreement or their employees, elected officials, and agents, or for any liability resulting therefrom. Each Party's liability shall be governed and limited by the Municipal Tort Claims Act, Minn. Stat. Chapter 466 and other applicable law.

12.3.2 The County agrees to maintain property insurance coverage throughout the Term of this Agreement, including the Initial Term and all Renewal Terms, on the ECC facility and all of the County-owned equipment.

12.3.3 The County and each Member waive all rights against the other Parties for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have had a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, or had or did not have an insurable interest in the property damaged.

**12.4 Non-Assignability**

12.4.1 No Party shall assign any interest in this Agreement nor transfer any interest in the same, whether by subcontract, assignment or novation.

**12.5 Compliance With Applicable Law**

12.5.1 All Parties agree to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, gender, marital status, status with regard to public assistance, sexual orientation, disability, or age.

12.5.2 All Parties agree to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such Governmental Units, which are now or hereafter promulgated insofar as they relate to the Parties' performance of the provisions of this Agreement.

### 12.6 Data Practices

12.6.1 All data collected, created, stored, received, maintained or disseminated for any purpose in the course of any Party's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

### 12.7 Management and Access to Data

12.7.1 Each Party shall manage all data the Party collects, creates, stores, receives, maintains, or disseminates. Access to a Member's data by another Member shall be in accordance with the Minnesota Government Data Practices Act and other applicable federal, state, and local laws and rules governing data privacy.

### 12.8 Audit

12.8.1 Until the expiration of six (6) years after the termination of this Agreement, each Party shall, upon written request of another Party, make available to the requesting Party, the State Auditor or the requesting Party's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices relating to this Agreement.

12.8.2 All parties will comply with and address audit findings.

### 12.9 Alteration

12.9.1 Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing in the form of an amendment and duly signed by all Parties.

### 12.10 Notice

12.10.1 Any notice required to be given by this Agreement shall be made by delivery by first class mail, postage applied, to the person holding the title and at the address identified on the Party's signature page.

### 12.11 Interpretation of Agreement; Venue

12.11.1 This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

### 12.12 Conditions Outside Control of a Party/Force Majeure

12.12.1 No Party to this Agreement can be held responsible for failure to perform as a direct result of events outside the control of the Party. For purposes of this Agreement, events outside the control of a party or Force Majeure means: acts of public enemies; strikes or lockouts; enforceable governmental or judicial orders; outbreak of war or insurrection, or acts of terrorism; riots; civil disturbances; earthquakes, floods, fires; explosions or other similar catastrophes or events not reasonably within the Party's control.

### 12.13 Severability

12.13.1 The provisions of this Agreement shall be severable, and if any provision hereof or the application of any such provision under any circumstances is held to be invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

### 12.14 Entire Agreement

12.14.1 This Agreement shall constitute the entire agreement among the Parties on the subject matter hereof and shall supersede all prior oral or written negotiations.

WHEREFORE, this Agreement is duly executed on the last date signed by all Parties.

**RAMSEY COUNTY**

_______________________________
Rafael Ortega, Chair
Board of County Commissioners

_______________________________
Bonnie Jackelen, Chief Clerk
Board of County Commissioners
Date: _________________________

Approved as to form:

_______________________________
Assistant County Attorney

Designee for receipt of notice:

Title: _________________________

Address: _______________________

**CITY OF ROSEVILLE**

________________________________________ Date: ____________________

Mayor Daniel J. Roe

________________________________________ Date: ____________________

Interim City Manager Patrick J. Trudgeon

________________________________________ Date: ____________________

Fire Chief Timothy O'Neill

________________________________________ Date: ____________________

Chief of Police Rick Mathwig

Approved as to form:

____________________________ Date: ____________________

Roseville City Attorney

**Exhibit 1**

# Excerpt from the Joint Powers Agreement between Ramsey County and the City of Saint Paul for Consolidated Dispatch Operation re: Policy Committee Membership

4.02 Membership

a. If the Cities of Maplewood, Saint Paul, and White Bear Lake sign agreements to consolidate their PSAP/Dispatch Centers with the County's PSAP/Dispatch Center, the Committee is to be made up of the following elected officials:

1. The Ramsey County Sheriff
2. Four members of the Saint Paul City Council
3. The Mayor of the City of Saint Paul
4. The Mayor or one member of the Maplewood City Council
5. The Mayor or one member of the White Bear Lake City Council
6. Two elected representatives of the other cities in Ramsey County that do not operate independent PSAP/Dispatch Centers and that sign agreements with Ramsey County to receive dispatching services from the Dispatch Center, to be selected in a manner to be determined by the involved cities.

b. If either the City of Maplewood or the City of White Bear Lake does not sign an agreement to consolidate its PSAP/Dispatch Center with the County's PSAP/Dispatch Center, the number of Saint Paul City Council members will be reduced by one. If both the City of Maplewood and the City of White Bear Lake do not sign agreement to merge their PSAP/Dispatch Centers with the County's PSAP/Dispatch Center, the number of Saint Paul City Council members will be reduced by two.

c. If the individual appointed to the Committee leaves the elected office, the public entity's elected officials will be responsible for appointing a replacement representative in a timely fashion.

d. Committee members shall be appointed by the jurisdiction they represent for such period of time as determined by each jurisdiction.

# Exhibit 2

# System User Agreement

1. All users of the CAD, Mobile Data and AVL Systems (“System Users”) have the responsibility to use these resources in a secure, efficient, effective, ethical and lawful manner.

2. The following policies, rules and conditions apply to all System Users.

2.1 Each System User WILL:

2.1.1 Use passwords and security devices provided at all times.

2.1.2 Safeguard his/her password or passwords from discovery by others. System Users are responsible for all transactions made using their passwords.

2.1.3 Assist in the duty to maintain the privacy and confidentiality of Protected Data. For the purposes of this Agreement, Protected Data means "not public data", defined under the Minnesota Government Data Practices Act, Section 13.02, Subdivision 8a.

2.1.4 Comply with all software licenses, copyrights and all other state and federal laws governing intellectual property.

2.1.5 Report any weaknesses in computer security, any incidents of possible misuse or violation of this System User Agreement to the proper authorities by contacting _______________ (name, phone number and email address).

2.2 Each System User will NOT:

2.2.1 Install or use software programs or hardware devices that attach to the CAD System, the Mobile Data System and the AVL System that are not authorized by the Party that has permitted use by the System User.

2.2.2 Download, install or run programs or utilities that create weaknesses in the security of the CAD System, the Mobile Data System and/or the AVL System.

2.2.3 Attempt to access any data or programs contained on or accessible through the CAD System, the Mobile Data System and the AVL System for which he/she does not have authorization.

2.2.4 Purposely engage in activity with the intent to: degrade the performance of the CAD System, the Mobile Data System and the AVL System; deprive an authorized System User access to a resource; obtain extra resources beyond those allocated; or circumvent security measures.

2.2.5 Knowingly create, transmit, or store destructive programs (e.g., viruses and self-replicating code).

2.2.6 Forward any communications that specifically prohibit dissemination, without permission of the originator.

2.3 Each System User understands that:

2.3.1 The County may monitor any and all aspects of the CAD System, the Mobile Data System and the AVL System to ensure compliance with the terms of this System User Agreement.

2.3.2 There is no expectation of privacy in anything the System User creates, sends or receives on the CAD System, the Mobile Data System and the AVL System.

2.3.3 The software and accounts are provided by the County only to assist System Users in performance of their legitimate job-related duties.

I, ______________________________ of ______________________________ acknowledge, by my signature below, that I have read and understand and agree to comply with the provisions of this System User Agreement.

________________________________________ Date: ___________________

# Exhibit 3

# TriTech Software Support Agreement

Following is an excerpt from the TriTech Software Support Agreement (pages 24-26). The remainder of the TriTech Software Support is incorporated herein and made a part of this Agreement by reference.

***Inform CAD, Mobile, Browser, Interface, IQ, and GIS Link Response Matrix***

If the Client wants an acknowledgement, a tracking number to validate Priority 3 and 4 issue submissions outside of business hours, such issues need to be entered via the web portal: Support@TriTech.com. When using the web portal, such acknowledgements are sent via automated e-mail within two (2) hours to the individual within the submitted ticket.

| Priority | Issue Definition | Response Time |
|---|---|---|
| **Priority 1 – Critical Priority** | 24x7 Support for live operations on the production system: A system down event which severely impacts the ability of Users to dispatch emergency units. This is defined as the following:<br>• Inform CAD, Inform Mobile, or Interfaces are down as further defined in the Special Note #1 below.<br>• Critical servers inoperative, as listed in Special Note #1.<br>• Complete interruption of call taking and/or dispatch operations<br>• Loss of data & data corruption<br><br>This means one or more critical server components are non-functional disabling Inform CAD or Inform Mobile workstations. These Software Errors are defined in *Special Note #1*, below. | Normal Customer Services Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.<br><br>After Normal Customer Services Hours: Thirty (30) minute callback after client telephone contact to 800. 987.0911.<br><br>Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response. |
| **Priority 2 – Urgent Priority** | 24x7 Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users to enter incoming calls for service and/or dispatch emergency units. Such errors will be consistent and reproducible.<br><br>A significant number of the Inform CAD or Inform Mobile workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform CAD or Inform mobile workstations). These Software Errors are defined in more detail in Special Note #2, below. | Normal Customer Services Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.<br><br>After Normal Customer Services Hours: One (1) hour callback after client telephone contact to 800. 987.0911.<br><br>Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response. |

| Priority | Issue Definition | Response Time |
|---|---|---|
| **Priority 3 -<br>High Priority** | Normal Customer Services Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the User from entering incoming calls for service and/or dispatching emergency units. Such errors will be consistent and reproducible.<br><br>A significant number of Inform CAD or Inform Mobile workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations). | Normal Customer Services Hours: Telephone calls to 800. 987.0911 by the first available representative but not longer than 5 minutes after the initial phone call.<br><br>After Normal Customer Services Hours: This priority of issue is not managed after hours. |
| **Priority 4 –<br>Medium Priority** | Normal Customer Services Hours Support: A Software Error related to a user function which does not negatively impact the User from entering incoming calls for service and/or dispatch emergency units. This includes system administrator functions. | Normal Customer Services Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.<br><br>After Normal Customer Services Hours: This priority of issue is not managed after Hours. |
| **Priority 5 –<br>Low Priority** | Normal Customer Services Support: Cosmetic or Documentation errors, including Client technical questions or usability questions. | Normal Customer Services Hours: Telephone calls to 800. 987.0911will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call<br><br>After Normal Customer Services Hours: This priority of issue is not managed after hours. |

| Priority | Resolution Process | Resolution Time |
|---|---|---|
| **Priority 1 –<br>Critical Priority** | TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system. | TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system.<br><br>TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification. |
| **Priority 2 –<br>Urgent Priority** | TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system. | TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification. |
| **Priority 3 -<br>High Priority** | TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem. | TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Client and TriTech's User base. Priority 3 issues have priority scheduling in a subsequent release. |
| **Priority 4 –<br>Medium Priority** | If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable. | TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time. |

| Priority | Resolution Process | Resolution Time |
|---|---|---|
| **Priority 5 – Low Priority** | Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process. | There is no guaranteed resolution time for Low Priority issues. |

*Special Note #1:* Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

A. Inform CAD:
   a. The Inform CAD System is down and all workstations will not launch or function.
   b. The Inform CAD System is inoperable due to data corruption caused by TriTech Software.
   c. The Inform CAD Reporting and Archiving Server is down and the system is configured to use the Reporting Server for dispatching functions (e. g., Premise History).
   d. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).

B. Inform Mobile:
   a. The Inform Mobile System is down and all unit mobile devices are unable to log in or function.
   b. The Inform Mobile System is inoperable due to data corruption caused by TriTech Software.
   c. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).

C. Inform Browser, Inform IQ and GISLink:
   a. There are no Critical Priority (Priority 1) issues for these products.

*Special Note #2:* Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

A. Inform CAD:
   a. Inform CAD users are severely impacted due to one of the following conditions:
      i. Unable to enter new requests for service via the emergency or scheduled call-taking screen (using all available methods).
      ii. A user is unable to verify an address from within the emergency or scheduled call-taking screen.
      iii. The inability to view/edit premise or caution note information.
      iv. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
      v. The system does not perform unit recommendations.
      vi. Inability to assign a unit to an incident (using all available methods).
      vii. Inability to change a unit's status (using all available methods).
      viii. Inability to close an incident (using all available methods).
      ix. Inability to view incident information needed to dispatch an incident (using all available methods).

B. Inform Mobile:
   a. Inform Mobile users are severely impacted due to one of the following conditions:
      i. Inability to receive new requests for service from TriTech CAD (using all available methods).
      ii. Inability to view incident information needed to dispatch an incident (using all available methods).
      iii. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
      iv. Inability to enter a traffic stop or on-view incident.
      v. The inability to view premise or caution note information.

C. Inform CAD/Mobile Interfaces:
   a. An Inform CAD Station Alerting Interface is down or Inform CAD Station Alerting Interface repeatedly fails to process a station alert, as part of a unit assignment, or if there is a reoccurring significant delay in the interface processing a station alert as part of a unit assignment (once it is diagnosed that is not being caused by the station alerting system).
   b. An Inform CAD Paging Interface is down.
   c. An interface used for personnel rostering is down.
   d. A CAD-to-CAD interface is down or repeatedly fails to process information into an incident.
   e. An Inform CAD Paging Interface repeatedly fails to process a unit alert as part of a unit assignment.
   f. An ANI/ALI interface repeatedly fails to process information into an incident.
   g. An interface to an external rostering system used to logon units is down.

h. An AVL interface fails to process updates for over 50% of units.
i. A mobile interface (MDT or MDC) repeatedly fails to process incident or status change information.
j. A Standard CAD to External System Incident Data Transfer Interface License (RMS) is down.

D. Inform IQ, Browser and GISLink:
a. There are no Urgent Priority (Priority 2) issues for these products.

Additional Information:

- Disaster Recovery and Training CAD/Mobile Systems do not generally qualify for after Normal Customer Services Hours support. This would change if the Production System has failed over to the Disaster Recovery System or following a test failover, and it is inoperable for more than one (1) business day, TriTech will work to resolve the problem.

A. Modifications to installed TriTech CAD/Mobile Licensed Software that operates with State and National Criminal Justice Information Systems (State CJIS/NCIC) systems to accommodate Government Mandated Changes dictated by State and Federal agencies having authority over these programs.

# Exhibit 4

## Functions Supported by Disaster Recovery and Continuity of Operations Services

The following applications and functions will be maintained by the County in a Disaster Recovery Environment. This list can be amended through the process defined in section 9 “System Modifications Approval Process.”

- TriTech Inform CAD
- TriTech Inform Mobile
- Fire Alerting
- Alphanumeric Paging Module
- RMS interfaces owned by the County

# REQUEST FOR COUNCIL ACTION

Date: 12/09/2013
Item No.: 7.i

Department Approval

City Manager Approval

Item Description: Consider Approving a Lease Agreement with New Cingular Wireless (AT&T) at the City Hall Campus North Communication Tower

## BACKGROUND

Over the past several months, City Staff and New Cingular Wireless (AT&T) have been in discussions on entering into a lease agreement which would allow New Cingular to locate their wireless equipment on the City Hall Campus North Tower. Both parties have mutually agreed to the terms and conditions of the Agreement and it awaits formal Council approval.

Under the Agreement, New Cingular Wireless will construct an 11.5' x 28' equipment shelter (322 square feet) alongside the existing north wall of the Public Works site near the base of the tower. Due to its size, the shelter required a variance to City Code Chapter 1011: Property Performance Standards, which limited the size for telecommunication facility support buildings to only 200 square feet. This is similar to the variance Verizon received earlier this year for its equipment shelter at the Reservoir Woods Tower. The Variance Board approved New Cingular's request at their September 4th meeting.

The terms and conditions of the Lease Agreement are consistent with prior agreements. The Agreement covers an initial 5-year term with the option to renew for up to 20 more years. A copy of the Agreement is included in *Attachment A*. *Attachment B* includes a site plan. City Staff will be available at the meeting to address any questions.

## POLICY OBJECTIVE

The proposed Lease Agreement at the City Hall Campus North Tower is consistent with City Code requirements for co-locations of wireless service providers as well as past practices. The lease agreement will provide non property-tax revenue to support City functions.

## FINANCIAL IMPACTS

The lease agreement call for the City to receive $29,000 annually (adjusted for inflation).

## STAFF RECOMMENDATION

Staff recommends approval of the lease subject to final approval by the City Attorney.

## REQUESTED COUNCIL ACTION

Motion to approve the lease agreement with New Cingular Wireless PCS LLC, for leased space at the City Hall Campus North Communication Tower, subject to final approval by the City Attorney.

Prepared by: Chris Miller, Finance Director
Attachments: A: Proposed Lease Agreement with New Cingular Wireless
B: Site Plan

Attachment A

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Lease**"), is entered into by and between the City of Roseville, a Minnesota municipal corporation ("Owner") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, with principal offices at 575 Morosgo Dr. NE, 13-F West Tower, Atlanta, GA 30324 ("**Lessee**").

Lessee desires to lease a portion of the Owner's property for the location and operation of wireless telecommunications equipment, as well as rights of way for ingress and egress of utilities thereto.

In consideration of the terms and condition of this Lease, the parties agree as follows:

1. Lease of Premises. Owner hereby leases to Lessee a portion of the property located at 2660 Civic Center Drive, Roseville, Minnesota 55113 and legally described on Exhibit A which is improved with a tower (the "Tower"). The Tower and the City's land shall be referred to as "Owner's Property" or the "property". The property interests leased and granted by the Owner to the Lessee (collectively, the "Premises") are the following:

   a) Ground space of approximately 360 usable square feet (12' x 30'), the exact amount to be fixed by parties and described on Exhibit **B**, including the air space above such ground space.

   b) That certain space on the Tower for attachment of antennas and related equipment.

   c) Space required for cable runs to connect Lessee's equipment and antennas.

   d) Non-exclusive easements required to run utility lines and cables.

   e) Non-exclusive easements across Owner's Property for access to the foregoing.

No other space or property interests are being leased to the Lessee except as described as above and as described on Exhibit A.

2. Terms/Renewals.

   (a) The initial lease term shall be five (5) years ("**Initial Term**"), commencing on the January 1, 2014 (the "Commencement Date") or the date that the Lessee commences construction on the Premises, whichever is sooner, and ending December 31, 2019.

   (b) Lessee shall have the right to extend this Lease for four (4) additional and successive five-year renewal terms (each a "Renewal Term") subject to (c) below;

   (c) This Lease shall automatically be renewed for each successive renewal term unless: (1) Lessee notifies the Owner of its intention not to renew this Lease at least ninety (90) days prior to the end of the Initial Term or any Renewal Term; or (2) Lessee remains in default following any applicable cure period of any of the terms or conditions of the Lease.

   (d) Unless (i) Owner or Lessee notifies the other in writing of its intention to terminate this Lease at least six (6) months prior to the expiration of the final Renewal Term, or (ii) the Lease is terminated as otherwise permitted by this Lease prior to the end of the final Renewal Term, then upon the final Renewal Term this Lease shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("Annual Term") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term.

Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Renewal Term. If Lessee remains in possession of the Premises after the termination of this Lease, then Lessee will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Lease. The Initial Term, any Renewal Terms, any Annual Terms and any Holdover Term may be referred to collectively as the "Term."

3. Rent.

(a) On the Commencement Date the Lessee shall pay Owner, as rent, the sum of Twenty-Nine Thousand and No/100 Dollars ($29,000.00) per year, payable in advance in equal monthly installments of Two Thousand Four Hundred Sixteen and 67/100 Dollars (2,416.67) ("Rent"). Lessee's first installment of Rent shall be prorated for any partial month and be paid to Owner within thirty (30) days after the Commencement Date, and all subsequent payments will be made in advance on or before the 1st day of each month.

(b) In year two (2) of the Initial Term and each year thereafter, including through any Renewal Terms exercised, the Rent shall be increased by 3% per over the Rent paid during the previous year.

(c) Lessee may not add on the Tower additional equipment and/or antennas from that shown in Exhibit B without approval of Owner, not to be unreasonably withheld, conditioned, or delayed and an addendum agreement for additional rent.

(d) If the Lease is terminated, rent shall be pro-rated to the termination date.

All charges payable under this Lease, such as utilities and taxes, shall be billed by Owner within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Owner, and shall not be payable by Lessee. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Owner. The provisions of this subsection shall survive the termination or expiration of this Lease.

4. Property Use. Lessee may use the Premises for the installation, operation, repair, replacement, upgrade and maintenance of facilities for the transmission and reception of radio communications signals in such frequencies as may be assigned to Lessee by the Federal Communications Commission (the "FCC") and for the installation, operation, maintenance and use of related equipment in accordance with the terms of this Lease. The lease of the Property shall be non-exclusive. Lessee shall use the Property in compliance with all federal, state, and local laws and regulations. Owner agrees to reasonably cooperate with the Lessee in obtaining, at Lessee's expense, including the reimbursement of Owner's reasonable attorney and administrative fees at a cost not to exceed $500.00, all federal licenses and permits required for Lessee's use of the Property.

5. Installation of Equipment and Leasehold Improvements.

a) Lessee shall have the right, at its sole cost and expense, to erect, install, operate on the Premises, and maintain the same in compliance will all applicable FCC rules and regulations, the necessary equipment, personal property, and facilities which include radio transmitting and receiving antennas not to exceed that designated in Exhibit B (the "Antenna Facilities").
b) Lessee's installation of all such Antenna Facilities shall be done according to plans approved by Owner, which approval shall not unreasonably be withheld, conditioned, or delayed. Owner shall approve or object to such plans within (30) days of receipt, and any failure to make objection within said (30) days shall be deemed approval by Owner. Any damage done to Owner's Property during installation or operations shall be repaired or replaced at Lessee's expense and to Owner's reasonable satisfaction.
c) Lessee shall provide Owner with a Site Plan to be attached hereto as Exhibit B, which shall include a description of the equipment and personal property to be installed initially by Lessee.

6. Equipment Upgrade. Lessee may update or replace the Antenna Facilities on the Tower from time to time with prior written approval of Owner, which approval shall not unreasonably be withheld, conditioned, or delayed provided that the replacement facilities on the Tower are not greater in number, weight, size or volume than the existing facilities on the Tower and that any change in their location on the Tower is satisfactory to Owner in its reasonable discretion. Lessee shall submit to Owner a detailed proposal for any such replacement facilities and supplemental materials on the Tower as may be requested, for Owner's evaluation and approval. Owner shall approve or object to the proposed attachment within (30) days of receipt, and any failure to make objection within said (30) days shall be deemed approval by Owner. Notwithstanding anything herein to the contrary, Lessee shall have the right to add, modify, replace and upgrade equipment located on the ground and within the footprint of the Premises and to make like-kind replacements of equipment on the Tower, without Owner's consent.

7. Maintenance.

a) Lessee shall, at its own expense, maintain any equipment on or attached to the Property in a safe condition, in good repair and in compliance with applicable law. Lessee's maintenance activities shall not unreasonably interfere with the working use of the Property, related to facilities or other equipment of additional lessees.
b) Lessee shall have sole responsibility for the maintenance, repair and security of its equipment, personal property, Antenna Facilities, and leasehold improvement, and shall keep the same in good repair and condition during the Lease term, including keeping the equipment similar in color to the Tower.
c) Lessee must keep the Premises free of debris or anything of a dangerous, noxious or offensive nature or which would create a fire or other hazard, undue vibration, heat or noise in violation of applicable law.
d) Owner shall maintain and repair the Property and access thereto, the Tower, and all areas of the Premises where Lessee does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Owner reserves the right to perform structural or cosmetic maintenance on the Tower. When Owner plans to paint or repair the Tower, Owner shall give Lessee at least one hundred eighty (180) days' prior written notice of the intended work and the opportunity for the Lessee to provide adequate measures to cover Lessee's equipment, personal property or Antenna Facilities and protect such from paint and debris fallout which may occur and allow Lessee's continued operation thereof. If Lessee is required to temporarily relocate the Antenna Facilities, or any portion thereof, Lessee will be permitted to install any type of temporary facility necessary to keep its Antenna Facilities operational. Any maintenance will be conducted by Owner as diligently and expeditiously as possible. In emergency situations, Owner will provide as much notice as is feasible under the circumstances. Owner will not remove, modify, relocate or otherwise tamper with Lessee's equipment without Lessee's prior written consent.
e) Lessee will fence off or otherwise have a physical barrier, meeting Owner's reasonable approval, separating its ground space from the Owner's ground space.

8. Property Access.

a) Lessee, at all times during this Lease, shall have vehicle and pedestrian ingress and egress over the Property by means of the existing access, subject to notice requirements to Owner as set forth in Section (b) below.
b) Lessee, at all times during this Lease, shall have 24-hours-a-day, 7-days-a-week access to the Property in order to install, operate, and maintain its Antenna Facilities. Owner grants to Lessee a non-exclusive easement for such access and Owner agrees to provide to Lessee such codes, keys and other instruments necessary for such access at no additional cost to Lessee. Upon Lessee's request, Owner will execute a separate recordable easement evidencing this right
c) Lessee is also granted the right, at its sole cost and expense, to enter upon the Owner's Property to determine the property's suitability for any intended use of the Lessee, which studies may include surveys, environmental evaluations, radio

wave propagation measurements, field strength test and such other studies as Lessee deems necessary or desirable.

9. Utilities. Owner represents to the best of its knowledge, that utilities adequate for Lessee's use of the Property are available. Lessee will pay for all utilities used by it at the Premises. Owner will cooperate with Lessee's efforts to obtain utilities from any location provided by the Owner of the servicing utility. Owner hereby grants to any company providing utility or similar services, including electrical power and telecommunications, to Lessee a non-exclusive easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Lessee's or the service company's request, Owner will execute a separate recordable easement evidencing this grant, at no cost to Lessee or the service company.

10. Real Estate Taxes.

a) If required by applicable law, Owner shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Owner, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Lessee shall be responsible for any taxes and assessments attributable to and levied upon Lessee's leasehold improvements on the Premises if and as set forth in this Section 10. Nothing herein shall require Lessee to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Owner.

b) In the event Owner receives a notice of assessment with respect to which taxes or assessments are imposed on Lessee's leasehold improvements on the Premises, Owner shall provide Lessee with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Owner does not provide such notice or notices to Lessee within such time period, Owner shall be responsible for payment of the tax or assessment set forth in the notice, and Owner shall not have the right to reimbursement of such amount from Lessee. If Owner provides a notice of assessment to Lessee within such time period and requests reimbursement from Lessee as set forth below, then Lessee shall reimburse Owner for the tax or assessments identified on the notice of assessment on Lessee's leasehold improvements, which has been paid by Owner. If Owner seeks reimbursement from Lessee, Owner shall, no later than thirty (30) days after Owner's payment of the taxes or assessments for the assessed tax year, provide Lessee with written notice including evidence that Owner has timely paid same, and Owner shall provide to Lessee any other documentation reasonably requested by Lessee to allow Lessee to evaluate the payment and to reimburse Owner.

c) For any tax amount for which Lessee is responsible under this Lease, Lessee shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Lessee may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Owner, Lessee, or both, with respect to the valuation of the Premises. Owner shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Lessee and any refunds or rebates secured as a result of Lessee's action shall belong to Lessee, to the extent the amounts were originally paid by Lessee. In the event Lessee notifies Owner by the due date for assessment of Lessee's intent to contest the assessment, Owner shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

d) Owner shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Lessee, which shall not be unreasonably withheld; provided, however, if such action will not adversely impact the Communication Facility, the operations of Lessee or the rights of Lessee under this Lease, no such consent shall be required.

e) Lessee shall have the right but not the obligation to pay any taxes due by Owner hereunder if Owner fails to timely do so, in addition to any other rights or remedies of Lessee. In the event that Lessee exercises its rights under this Section due to such Owner default, Lessee shall have the right to deduct such tax amounts paid from any monies due to Owner from Lessee.

f) Any tax-related notices shall be sent to Lessee in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the date of this Lease, Owner shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Lessee. In the event that Lessee's tax addresses changes by notice to Owner, Owner shall be required to provide Lessee's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site #MPLSMNU1242; Cell Site Name: Howard Johnson Park (MN)
Fixed Asset No: 11663467
575 Morosgo Drive NE
Suite 13-F West Tower
Atlanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 10, Lessee shall have no obligation to reimburse any tax or assessment for which the Owner is reimbursed or rebated by a third party.

11. Compliance with Statutes, regulations, and Approvals. Lessee's use of the Premises herein is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority (engineering study, radio frequency interference study, etc.). Lessee's Antenna Facilities and any other facilities shall be erected, maintained and operated in accordance with applicable federal, state and local statues, rules and regulations now in effect or that thereafter may be issued by the FCC and related governing bodies. Owner agrees to comply with all federal, state and local laws, orders, rules and regulations relating to Owner's ownership and use of the Property and the Tower.

12. Interference.

Lessee's installation, operation, and maintenance of its Antenna Facilities shall not interfere in with Owner's tower operations or other City operations, so long as the equipment is lawfully installed and properly operated.

Owner will not grant, after the date of this Lease, a lease, license or any other right to any third party, if exercise of such grant may in any way adversely affect or interfere with the Antenna Facilities, the operations of Lessee or the rights of Lessee under this Lease.
Owner in no way guarantees to lessee non-interference with Lessee's transmission operations, but Owner will not, nor will Owner permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Antenna Facilities, the operations of Lessee or the rights of Lessee under this Lease, and Owner agrees to take reasonable action to eliminate or mitigate to Lessee's satisfaction any interference with Lessee's equipment. If the interference is caused by Owner or an entity under the control of Owner or a tenant or lessee of Owner, Owner will cause such interference to cease within seventy two (72) hours after receipt of notice of interference from Lessee. In the event any such interference does not cease within the aforementioned cure period, Owner shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

13. Termination. Except as otherwise provided herein, this Lease may be terminated as follows: (a) by either party upon default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days, or such shorter period expressly provided herein, of written notice of default to the other party (without, however, limiting any other rights if the parties at law, in equity, or pursuant to any other provision hereof); (b) by Lessee upon 60 days written notice, if it is unable to obtain or maintain any license, [permit, or other governmental approval necessary for the construction and/or operation of the Antenna Facilities or Lessee's business; (c) by Lessee upon 60 days written notice, if the Premises or Antenna Facilities are, or become, unacceptable under the

Lessee's design or engineering specifications for its Antenna Facilities or the communication system to which the Antenna Facilities belong.

Within 120 days written notice of termination of this Lease for any reason, Lessee shall remove its equipment, personal property, Antenna Facilities, and leasehold improvements from the Property, and shall repair any damage to the Owner's Property cause by such equipment, normal wear and tear and casualty and loss beyond Lessee's control excepted; all at Lessee's sole cost and expense and to reasonable satisfaction of the Owner. Any such property or facilities which are not removed by the end of the 120days period shall become property if the Owner.

14. Insurance.

a) During the Term, Lessee will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars ($3,000,000) per occurrence and Six Million Dollars ($6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Lessee's CGL insurance shall contain a provision including Owner as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Lessee, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Owner, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Owner, its employees, agents or independent contractors; and

(iii) shall not exceed Lessee's indemnification obligation under this Lease, if any.

b) Notwithstanding the foregoing, Lessee shall have the right to self-insure the coverages required in subsection (a). In the event Lessee elects to self-insure its obligation to include Owner as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Owner shall promptly and no later than thirty (30) days after notice thereof provide Lessee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Lessee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Owner shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Lessee; and

(iii) Owner shall fully cooperate with Lessee in the defense of the claim, demand, lawsuit, or the like.

Lessee shall provide owner, prior to the Commencement Date and upon request from Owner, evidence of the required insurance in the form of a certificate of insurance issued by an insurance company licensed to do business in the State of Minnesota. Lessee shall provide Owner with at least thirty (30) days' prior written notice of any required policy that is cancelled or non-renewed and is not replaced.

15. Damage or Destruction. If the property, or any portion thereof, is destroyed or damaged so as to hinder the effective use of the Antenna Facilities, Lessee may elect to terminate this Lease upon thirty (30) days' written notice to Owner. In such event, all rights and obligations of the parties shall cease as of the date of damage or destruction, and Lessee shall be entitled to the reimbursement of any rent prepaid by the Lessee. If the notice of termination is given, or if the Owner undertakes to rebuild or resolving the damage or destruction of the Antenna Facilities, Owner agrees to use its reasonable efforts to permit Lessee to place temporary transmission and reception facilities on the Property at no additional Rent until such time as lessee is able to secure a replacement transmission location or the reconstruction of the Antenna Facilities is completed.

16. Indemnification. Lessee and Owner mutually agree to the extent permitted by law, to indemnify, defend and hold harmless each other and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses , expenses, demands, actions or cause of action, including any reasonable attorneys'

fees and other costs and expenses of litigation, which may be asserted against or incurred by either party or for which either party may be liable, which arise from the negligence, willful misconduct, breach of this Lease, or other fault of the other party or its employees, agents, or subcontractors in the performance of this Lease or from the ownership and use of the Property, including but not limited to: the installation, operation, use, maintenance, repair or removal of Lessee's Antenna Facilities on the Property, and specifically including the representation and warranties of Paragraph 18 of this Lease, provided same is not due to the negligence, willful conduct, or breach of this Lease by the indemnified party or any of its elected officials, officers, employees, agents, contractors or representatives.

If either party fails or neglects to defend such actions when obligated to do so, the other party may defend the same and any expenses (including reasonable attorneys' fees) which it may pay or incur in defending said actions, as well as the amount of any judgment or settlement which it may be required to pay shall promptly be reimbursed by the responsible party.

The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

Notwithstanding anything to the contrary in this Lease in no event will either party be liable to the other party for, or indemnify the other party against, punitive, indirect, incidental, special or consequential damages, including without limitation, loss of profits, income or business opportunities; provided, however, that this provision shall not release or reduce Lessee's obligation to pay rent in accordance with the terms of this Lease.

17. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given personally delivered or mailed certified mail, return receipt requested, or by a nationally recognized overnight courier, to the following addresses:

| | |
|---|---|
| If to Owner, to: | City of Roseville<br>2660 Civic Center Drive<br>Roseville, MN 55113<br>Attn: Finance Department |
| If to Lessee: | New Cingular Wireless PCS, LLC<br>Attn: Network Real Estate Administration<br>Re: Cell Site #: MPLSMNU1242; Cell Site Name: Howard Johnson Park (MN)<br>Fixed Asset No.: 11663467<br>575 Morosgo Dr. NE<br>13-F West Tower,<br>Atlanta, GA 30324 |
| With a copy to: | New Cingular Wireless PCS, LLC<br>Attn.: Legal Department<br>Re: Cell Site #: MPLSMNU1242; Cell Site Name: Howard Johnson Park (MN)<br>Fixed Asset No.: 11663467<br>208 S. Akard Street<br>Dallas, TX 75202-4206 |

18. Representation and Warranties.

a) Owner represents that 1) it has the full right, power, and authority to execute this Lease; 2) it has good and unencumbered title to the Property free and clear on any liens or mortgages; 3) Lessee shall have sole, actual, quiet and peaceful use and enjoyment of the Premises during the term of this Lease in accordance with its terms without hindrance or ejection by any persons lawfully claiming under Owner.

b) Owner represents that Owner has no knowledge of any substance, chemical or waste on the Owner's Property that is identified as hazardous, toxic, or dangerous in any applicable federal, state or local law or regulation and the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Owner and Lessee agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property. To the extent permitted by applicable law, Owner agrees to hold Lessee harmless from and indemnify Lessee against any release caused by Owner of any such hazardous substance and any damage, loss or expense or liability resulting from the breach of this representation or from Owner's violation of any state or federal law by such release including all reasonable attorneys' fees, costs and penalties incurred as a result thereof, except any release caused by the negligence of Lessee, its employees, contactors or agents, other than such materials used in the ordinary course of Owner's business in accordance with all applicable laws and regulations.

c) Lessee represents and warrants that its use of the Premises, herein, will not generate and it will not store or dispose on the Property nor transport to or over the Property any hazardous substance and further agrees to hold Owner harmless from and indemnify Owner against any release caused by Lessee of any such hazardous substance and any damage, loss or expense or liability resulting from the breach of this representation or from Lessee's violation of any state or federal law by such release including all reasonable attorneys' fees, costs and penalties incurred as a result thereof, except any release caused by the negligence of Owner, its employees, contactors or agents, other than such materials used in the ordinary course of Lessee's business in accordance with all applicable laws and regulations. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic materials, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time.

d) The indemnifications of this Section 18 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 18 will survive the expiration or termination of this Lease.

e) In the event Lessee becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Lessee's sole determination, renders the condition of the Premises or Property unsuitable for Lessee's use, or if Lessee believes that the leasing or continued leasing of the Premises would expose Lessee to undue risks of liability to a government agency or third party, Lessee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Lease upon written notice to Owner.

19. No Liability on Owner. Owner shall not be liable for damages to Lessee's equipment or Antenna Facilities, and Owner shall not be liable for vandalism or malicious mischief caused by third parties, known or unknown, except to the extent attributable to the negligent or intentional act or omission of Owner, its employees, agents or independent contractors.

20. Assignment.

a) Lessee may not assign or sublet this Lease without the prior written consent of Owner, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the provisions of this paragraph, Lessee shall have the right, without the owner's consent, to assign this Lease to any parent subsidiary or affiliate of Lessee or any entity into which Lessee may be merged or consolidated or which purchases all or substantially all of the assets of the Lessee in the market as defined by the FCC in which the Property is located. Upon notification to Owner of such assignment, Lessee will be relieved of all future performance, liabilities and obligations under this Lease to the extent of such assignment. Lessee may not otherwise assign this Lease or sublease the Premises without Owner's consent, such consent not to be unreasonably withheld, conditioned or delayed. Any approved sublease that is entered into by the Lessee shall be subject to all of the provisions of this Lease.

b) The parties acknowledge that the lease of the Property is non-exclusive. Subject to the terms herein, nothing in this Lease shall preclude the Owner from leasing other space on the Property (outside the Premises) for communications equipment to any person or entity which may be in competition with the Lessee, or any other party.

21. Successors and Assigns. This Lease shall run with the Property. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

22. Miscellaneous.

A) Each party agrees to furnish to the other, within thirty (30) days after written request, such truthful estoppels information as the other may reasonable request.

B) This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waving party. No waiver by either party of any provisions of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

C) This Lease shall be construed in accordance with the laws of the State of Minnesota.

D) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of the Lease, which shall continue in full force and effect.

E) Contemporaneously with the execution of this Lease, and thereafter upon request by either party, the parties agree to promptly execute and deliver a recordable memorandum of this Lease substantially in the form attached hereto as Exhibit C which may be recorded by the party requesting the memorandum of lease.

F) Owner waives any lien rights it may have, statutory or otherwise regarding Lessee's Antenna Facilities or any portion thereof, all of which shall be deemed personal property, whether considered real or personal property under applicable state laws. Owner consents to Lessee's right to remove all or any portion of the Antenna Facilities from time to time in Lessee's sole discretion and without Owner's consent.

G) As a condition precedent to payment, Owner agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Lease and at such other times as may be reasonably requested by Lessee, including, any change in Owner's name or address.

23. Default and Right to Cure.

a) The following will be deemed a default by Lessee and a breach of this Lease: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Owner of such failure to pay; or (ii) Lessee's failure to perform any other term or condition under this Lease within forty-five (45) days after written notice from Owner specifying the failure. No such failure, however, will be deemed to exist if Lessee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessee. If Lessee remains in default beyond any applicable cure period, Owner will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Owner and a breach of this Lease: (i) Owner's failure to provide access to the Premises as required by Section 8 of this Lease within twenty-four (24) hours after written notice of such failure; (ii) Owner's failure to cure an interference problem as required by Section 8 of this Lease within twenty-four (24) hours after written notice of such failure; or (iii) Owner's failure to perform any term, condition or breach of any warranty or covenant under this Lease within forty-five (45) days of written notice from Lessee specifying the failure. No such failure, however, will be deemed to exist if Owner has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Owner. If Owner remains in default beyond any applicable cure period, Lessee will have: (i) the right to cure Owner's default and to deduct the costs of such cure from any monies due to Owner from Lessee, and (ii) any and all other rights available to it under law and equity.

24. Condemnation. In the event Owner receives notification of any condemnation proceedings affecting the Property, Owner will provide notice of the proceeding to Lessee within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Lessee's sole determination, to render the Premises unsuitable for Lessee, this Lease will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Lessee will include, where applicable, the value of its Antenna Facilities, moving expenses, prepaid Rent, and business dislocation expenses. Lessee will be entitled to reimbursement for any prepaid Rent on a prorata basis.

25. Casualty. Owner will provide notice to Lessee of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Antenna Facilities or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Lessee's sole determination, then Lessee may terminate this Lease by providing written notice to Owner, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Lessee will be entitled to collect all insurance proceeds payable to Lessee on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Owner agrees to permit Lessee to place temporary transmission and reception facilities on the Property, but only in a location that is mutually agreed upon at the time and only until such time as Lessee is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Lease, such temporary facilities will be governed by all of the terms and conditions of this Lease, including Rent. If Owner or Lessee undertakes to rebuild or restore the Premises and/or the Antenna Facilities, as applicable, Owner agrees to permit Lessee to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Antenna Facilities is completed. If Owner determines not to rebuild or restore the Property, Owner will notify Lessee of such determination within thirty (30) days after the casualty or other harm. If Owner does not so notify Lessee, and Lessee decides not to terminate under this Section, then Owner will promptly rebuild or restore any portion of the Property interfering with or required for Lessee's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Owner agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Lessee places temporary transmission and reception facilities on the Property.

**[SIGNATURES APPEAR ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have caused this Lease to be effective as of the last date written below.

**"OWNER"**

CITY OF ROSEVILLE

By: ______________________
Print Name: ______________________
Its: ______________________
Date: ______________________

**"LESSEE"**

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: M Burmeister
Print Name: Maria Burmeister
Its: Real Estate & Construction Manager
Date: 11/27/13

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**

## LESSEE ACKNOWLEDGMENT

STATE OF Minnesota)
) ss:
COUNTY OF Ramsey )

On the 27 day of November, 2013, before me personally appeared Maria Burmeister, and acknowledged under oath that he/she is the RE&C Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

KATHY LYNN LENERS
Notary Public
Minnesota
My Commission Expires Jan. 31, 2016

Kathy Leners
Notary Public: ____________________
My Commission Expires: ____________

## OWNER ACKNOWLEDGMENT

STATE OF Minnesota)
) ss:
COUNTY OF ____________________)

BE IT REMEMBERED, that on this _____ day of ____________, 2013 before me, the subscriber, a person authorized to take oaths in the State of ____________________, personally appeared ____________________________ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

____________________________________
Notary Public: ____________________
My Commission Expires: ____________

**EXHIBIT A**



to the Lease dated _______________, 2013, by and between City of Roseville, a Minnesota municipal corporation, as Owner, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Lessee.

The Property is legally described as follows:

All that part of the Southeast Quarter (SE 1/4) of the Southeast Quarter of Section 3, Township 29, Range 23, lying South of County Road C as shown on the plat of Fernwood Terrace Plat 4 and now known as Woodhill Drive, according to the United States Government Survey thereof and situate in Ramsey County, Minnesota.

**EXHIBIT B**



to the Lease dated _______________, 2013, by and between City of Roseville, a Minnesota municipal corporation, as Owner, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Lessee.

The Premises are described and/or depicted as follows:

See attached seven (7) page drawings

**Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY LESSEE.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

## SITE PHOTO

## PROJECT INFORMATION

| | |
|---|---|
| SITE ADDRESS: | 2661 CIVIC CENTER DRIVE ROSEVILLE, MN 55113 |
| COUNTY | RAMSEY |
| SITE NAME: | HOWARD JOHNSON PARK |
| SITE NUMBER | MPLSMNU1242 |
| FA NUMBER: | 11663467 |
| USID NUMBER: | 141542 |
| LATITUDE (NAD 83): | 45° 1' 21.380" N |
| LONGITUDE (NAD 83): | 93° 8' 31.428" W |
| GROUND ELEVATION: | 934.2' ASL |
| ZONING DISTRICT: | INSTITUTIONAL |
| TOWER OWNER: | CITY OF ROSEVILLE 2660 CIVIC CENTER DRIVE ROSEVILLE, MN 55113 |
| GROUND OWNER: | CITY OF ROSEVILLE 2660 CIVIC CENTER DRIVE ROSEVILLE, MN 55113 |
| LANDLORD CONTACT: | CHRIS.MILLER@CI.ROSEVILLE.MN.US |
| E911: | TBD |
| POWER COMPANY: | XCEL ENERGY |
| TELEPHONE COMPANY: | CENTURYLINK |
| OCCUPANCY GROUP: | U |
| CONSTRUCTION TYPE: | V-B |
| SITE ACQUISITION MANAGER: | TARA BLACKWELL 651-233-6984 BLACKWELLT@BV.COM |
| CONSTRUCTION MANAGER: | JUSTIN KESSLER 952-895-0732 KESSLERJJ@BV.COM |
| LEAD ENGINEER: | KERRY ADAMS 913-458-2526 ADAMSKJ@BV.COM |
| PROJECT MANAGER: | ANDREW KRETCHMER 651-261-9929 KRETCHMERAJ@BV.COM |

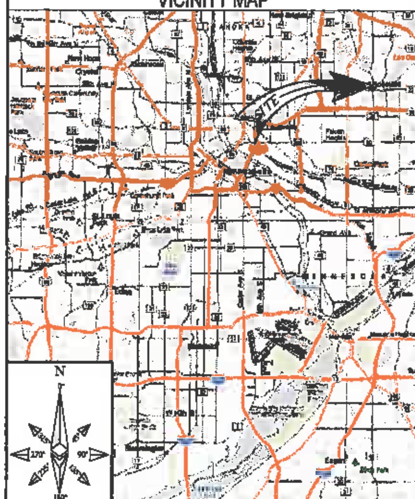
# AT&T MOBILITY

## PROJECT: NSB - COLOCATE
## AT&T SITE ID: MPLSMNU1242
## AT&T FA#: 11663467

## HOWARD JOHNSON PARK
## ROSEVILLE, MN 55113

### AREA MAP

VICINITY MAP



LOCAL MAP

NO SCALE

### DRIVING DIRECTIONS

DIRECTIONS FROM AT&T OFFICE:

START OUT GOING NORTHEAST ON MARKET POINTE DR. TAKE THE 1ST RIGHT TO STAY ON MARKET POINTE DR. TURN LEFT ONTO JOHNSON AVE S. TURN RIGHT ONTO MINNESOTA DR. TAKE THE 1ST RIGHT ONTO FRANCE AVE S. MERGE ONTO I-494 E/MN-5 E. MERGE ONTO I-35W N VIA EXIT 5A TOWARD MINNEAPOLIS. KEEP RIGHT TO TAKE MN-36 E VIA EXIT 23B. MERGE ONTO SNELLING AVE N/MN-51 N. TURN RIGHT ONTO COUNTY ROAD C W. TURN LEFT ONTO CIVIC CENTER DR. 2661 CIVIC CENTER DR. IS ON THE LEFT.

## ENGINEERING

2006 INTERNATIONAL BUILDING CODE
2008 NATIONAL ELECTRIC CODE
TIA/EIA-222-F

### DRAWING INDEX

| SHEET NO: | SHEET TITLE |
|---|---|
| COVER | TITLE PAGE |
| | SURVEY (BY OTHERS) |
| C-1 | OVERALL SITE PLAN |
| C-2 | LANDSCAPING PLAN AND DETAILS |
| C-3 | COMPOUND PLAN |
| C-4 | SHELTER PLAN |
| C-5 | SHELTER DETAILS |
| C-6 | SHELTER FOUNDATION |
| C-7 | SITE DETAILS |
| C-8 | SITE DETAILS |
| C-9 | SITE DETAILS |
| C-10 | SIGNAGE DETAILS |
| C-11 | SPECIAL INSPECTIONS |
| C-12 | CIVIL SECTION NOTES |
| C-13 | CIVIL SECTION NOTES |
| T-1 | TOWER ELEVATION |
| T-2 | ANTENNA CONFIGURATION |
| T-3 | ANTENNA MOUNTING & RRH REQUIREMENTS |
| T-4 | COAX COLOR CODING |
| T-5 | TOWER EQUIPMENT DETAILS |
| T-6 | TOWER EQUIPMENT DETAILS |
| T-7 | SYSTEM CONFIGURATION |
| T-8 | SPECIAL INSPECTIONS |
| T-9 | TOWER SECTION NOTES |
| E-1 | ELECTRICAL PLAN |
| E-2 | ELECTRICAL SHELTER PLAN |
| E-3 | ELECTRICAL DETAILS |
| E-4 | LTE DC CIRCUIT DIAGRAM |
| E-5 | TELCO INTERFACE |
| E-6 | ELECTRICAL AC ONE-LINE DIAGRAM |
| E-7 | RET SCHEMATIC |
| E-8 | COAX & JUMPER COLOR CHART |
| E-9 | GROUNDING SITE PLAN |
| E-10 | GROUNDING SHELTER PLAN |
| E-11 | ANTENNA GROUNDING PLAN |
| E-12 | GROUNDING DETAILS |
| E-13 | GROUNDING DETAILS |
| E-14 | GROUNDING DETAILS |
| E-15 | GROUNDING DETAILS |
| E-16 | ELECTRICAL SECTION NOTES |
| N-1 | GENERAL NOTES |
| N-2 | GENERAL NOTES |

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN MINNESOTA, CALL GOPHER STATE ONE CALL
TOLL FREE: 1-800-252-1166 OR
FAX A LOCATE: 1-800-236-4967
MN STATUTE REQUIRES MIN OF 48 HOURS NOTICE BEFORE YOU EXCAVATE

-THESE PLANS ADHERE TO ALL OF THE REQUIREMENTS CALLED OUT IN THE JURISDICTION PLANNING AND ZONING FOR ANTENNAS AND SUPPORT STRUCTURES WHERE SITE IS LOCATED.
-SUBCONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING CONDITIONS ON SITE. IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO PERFORMING ANY WORK OR BE RESPONSIBLE FOR THE SAME

APPLICANT/OWNER:

AT&T MOBILITY
4300 MARKET POINTE DR.
BLOOMINGTON, MN 55435

PREPARED BY:

BLACK & VEATCH
10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

PROJECT NUMBER: 122051

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

PRINT NAME: ROBLEY A. EVANS

SIGNATURE: *[signature]*

DATE: 10/21/13 LICENSE# 43119 EXP. 6/14

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

LANDLORD/PROPERTY OWNER SIGNATURE

| REV | DATE | DESCRIPTION |
|---|---|---|
| 0 | 10/21/13 | ISSUED FOR CONSTRUCTION |

PROJECT LOCATION:

HOWARD JOHNSON PARK
2661 CIVIC CENTER DRIVE
ROSEVILLE, MN 55113

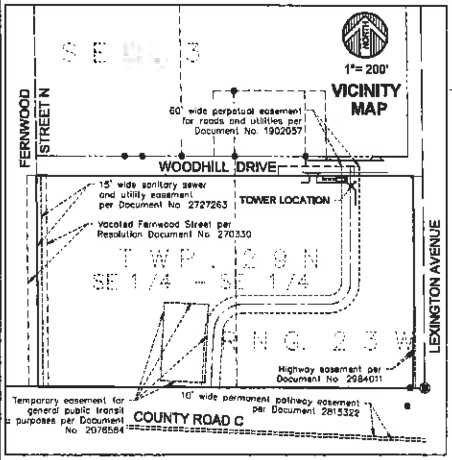
DRAWING DESCRIPTION:

TITLE PAGE

DRAWING NUMBER:

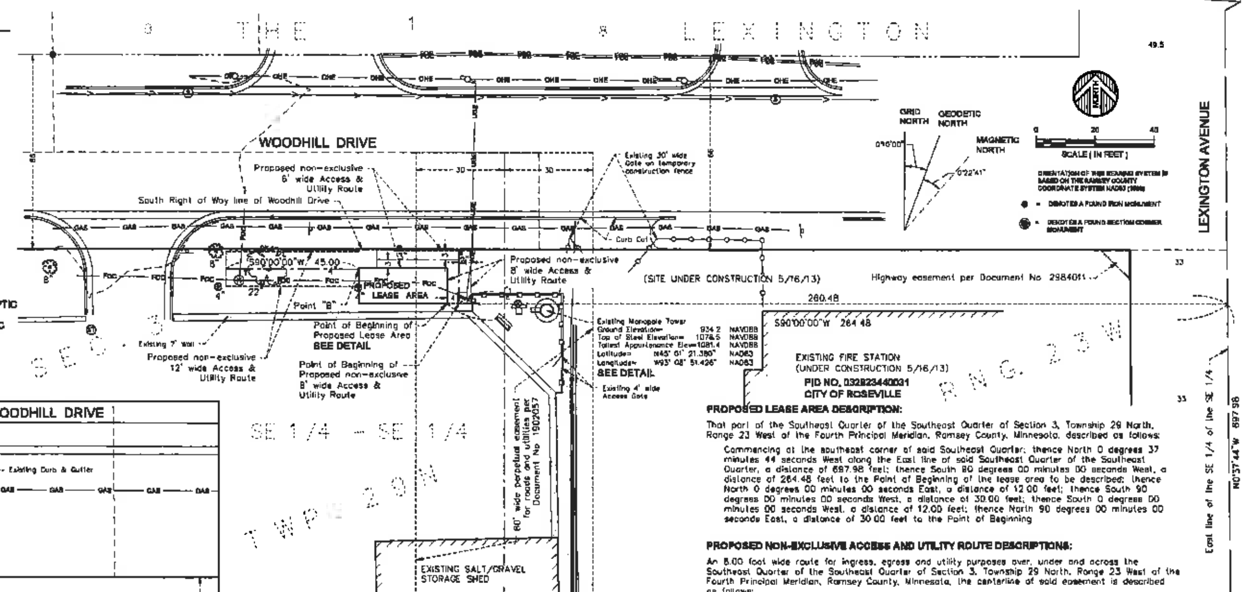
COVER

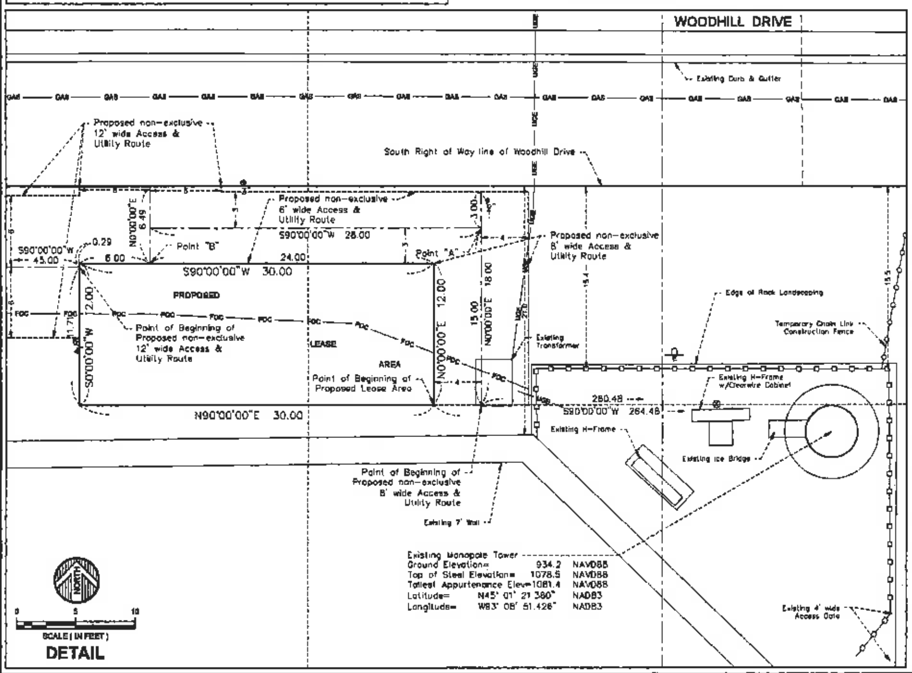
# SITE SURVEY




## LEGEND

- STORM MANHOLE
- SIGN SINGLE POST
- SANITARY MANHOLE
- GROUND ACCESS COVER
- TREE DECIDUOUS
- TELE HANDHOLE
- GUY ANCHOR
- ELEC POLE
- ELEC METER
- FENCE CHAIN LINK
- OVERHEAD ELECTRIC
- UNDERGROUND FIBER OPTIC
- UNDERGROUND ELECTRIC
- UNDERGROUND GAS
- SANITARY SEWER
- FENCE WROUGHT IRON




**PARENT PARCEL DESCRIPTION:** (per U.S. Title Solutions File No. 44546-MN1307-5030, dated 9/3/2013)

All that part of the Southeast Quarter (SE 1/4) of the Southeast Quarter of Section 3, Township 29, Range 23, lying South of County Road C as shown on the plat of Fernwood Terrace Plat 4 and now known as Woodhill Drive, according to the United States Government Survey thereof and situate in Ramsey County, Minnesota.

**SCHEDULE "B" EXCEPTIONS:** (per U.S. Title Solutions File No 44546-MN1307-5030, dated 9/3/2013)

7.) Easement by The City of Roseville, a municipal corporation to The Metropolitan Transit Area, by and through its governing body, the Metropolitan Transit Commission, a public corporation and political subdivision of the State of Minnesota, dated 4/2/1980 recorded 4/15/1980 in Instrument No :2076584

This document describes a temporary easement and is as shown on the survey

8.) Easement by The City of Roseville, a Minnesota Municipal Corporation to Metropolitan Waste Control Commission, a duly constituted Metropolitan Agency, dated 5/10/1993 recorded 6/18/1993 in Instrument No :2727263

This document calls for a sanitary sewer and utility easement over, under and across vacated Fernwood Avenue and is as shown on the survey.

9.) Easement by City of Roseville, a Minnesota municipal corporation to Ramsey County Public Works Department, dated 7/31/1996 recorded 3/19/1997 in Instrument No :2984011.

This document describes an easement for highway purposes and is as shown on the survey.

10.) Resolution No 8208 dated 1/29/1975 recorded 2/18/1975 in Instrument No. 1902057.

This document describes a 80' wide perpetual easement for street and utility purposes and is as shown on the survey

11.) Resolution No. 8835 dated 9/22/1992 recorded 2/17/1993 in Instrument No 2703330

This document describes the vacation of a portion of Fernwood Street between Woodhill Drive and County Road C and is as shown on the survey.

12.) Memorandum of Site Agreement between City of Roseville, a Minnesota municipal corporation and Sprint Spectrum L.P., a Delaware limited partnership dated 9/15/2003 recorded 2/3/2004 in Instrument No 3725592.

There are no descriptions for a specific lease area or any specific easements described in this document. The lease area covers the entire parent parcel and is not shown on the survey.

13.) Memorandum of Lease Agreement between City of Roseville, a Minnesota municipal corporation and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless dated 5/24/2004 recorded 7/6/2004 in Instrument No 3789379.

There are no descriptions for a specific lease area or any specific easements described in this document. The lease area covers the entire parent parcel and is not shown on the survey.

**PROPOSED LEASE AREA DESCRIPTION:**

That part of the Southeast Quarter of the Southeast Quarter of Section 3, Township 29 North, Range 23 West of the Fourth Principal Meridian, Ramsey County, Minnesota, described as follows:

Commencing at the southeast corner of said Southeast Quarter; thence North 0 degrees 37 minutes 44 seconds West along the East line of said Southeast Quarter of the Southeast Quarter, a distance of 697.98 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 264.48 feet to the Point of Beginning of the lease area to be described; thence North 0 degrees 00 minutes 00 seconds East, a distance of 12.00 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 30.00 feet; thence South 0 degrees 00 minutes 00 seconds West, a distance of 12.00 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 30.00 feet to the Point of Beginning

**PROPOSED NON-EXCLUSIVE ACCESS AND UTILITY ROUTE DESCRIPTIONS:**

An 8.00 foot wide route for ingress, egress and utility purposes over, under and across the Southeast Quarter of the Southeast Quarter of Section 3, Township 29 North, Range 23 West of the Fourth Principal Meridian, Ramsey County, Minnesota, the centerline of said easement is described as follows:

Commencing at the southeast corner of said Southeast Quarter; thence North 0 degrees 37 minutes 44 seconds West along the East line of said Southeast Quarter of the Southeast Quarter, a distance of 697.98 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 260.48 feet to the Point of Beginning of the centerline to be described; thence North 0 degrees 00 minutes 00 seconds East, a distance of 15.00 feet to a point hereinafter referred to as Point "A"; thence continue North 0 degrees 00 minutes 00 seconds East, a distance of 3.00 feet and said centerline there terminating

TOGETHER WITH

A 8.00 foot wide route for ingress, egress and utility purposes over, under and across said Southeast Quarter of the Southeast Quarter, the centerline of said easement is described as follows:

Beginning at previously described Point "A"; thence South 90 degrees 00 minutes 00 seconds West, a distance of 28.00 feet and said centerline there terminating.

AND

A 12.00 foot wide route for ingress, egress and utility purposes over, under and across the Southeast Quarter of the Southeast Quarter of Section 3, Township 29 North, Range 23 West of the Fourth Principal Meridian, Ramsey County, Minnesota, the centerline of said easement is described as follows:

Commencing at the southeast corner of said Southeast Quarter; thence North 0 degrees 37 minutes 44 seconds West along the East line of said Southeast Quarter of the Southeast Quarter, a distance of 697.98 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 264.48 feet; thence North 0 degrees 00 minutes 00 seconds East, a distance of 12.00 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 24.00 feet to a point hereinafter referred to as Point "B"; thence continue South 90 degrees 00 minutes 00 seconds East, a distance of 6.00 feet; thence South 0 degrees 00 minutes 00 seconds West, a distance of 0.29 feet to the Point of Beginning of the centerline to be described; thence South 90 degrees 00 minutes 00 seconds West, a distance of 45.00 feet and said centerline there terminating.

TOGETHER WITH

A 12.00 foot wide route for ingress, egress and utility purposes over, under and across said Southeast Quarter of the Southeast Quarter, the centerline of said easement is described as follows:

Beginning at previously described Point "A"; thence North 0 degrees 00 minutes 00 seconds East, a distance of 6.49 feet to the South right of way line of Woodhill Drive and said centerline there terminating.

The sidelines of said easement shall be shortened or lengthened to terminate at said South right of way line of Woodhill Drive

at&t
4300 MARKET POINTE DRIVE, SUITE 300
BLOOMINGTON, MINNESOTA 55435

SITE NAME: HOWARD JOHNSON PARK
SITE NUMBER: MPLSMNU1242
2661 Civic Center Drive
Roseville, MN 55113

| No. | Date | REVISIONS | By | CHK | APP'D |
|---|---|---|---|---|---|
| FIELD WORK: 5/16/13 | CHECKED BY: BTB | DRAWN BY: SMK | | | |

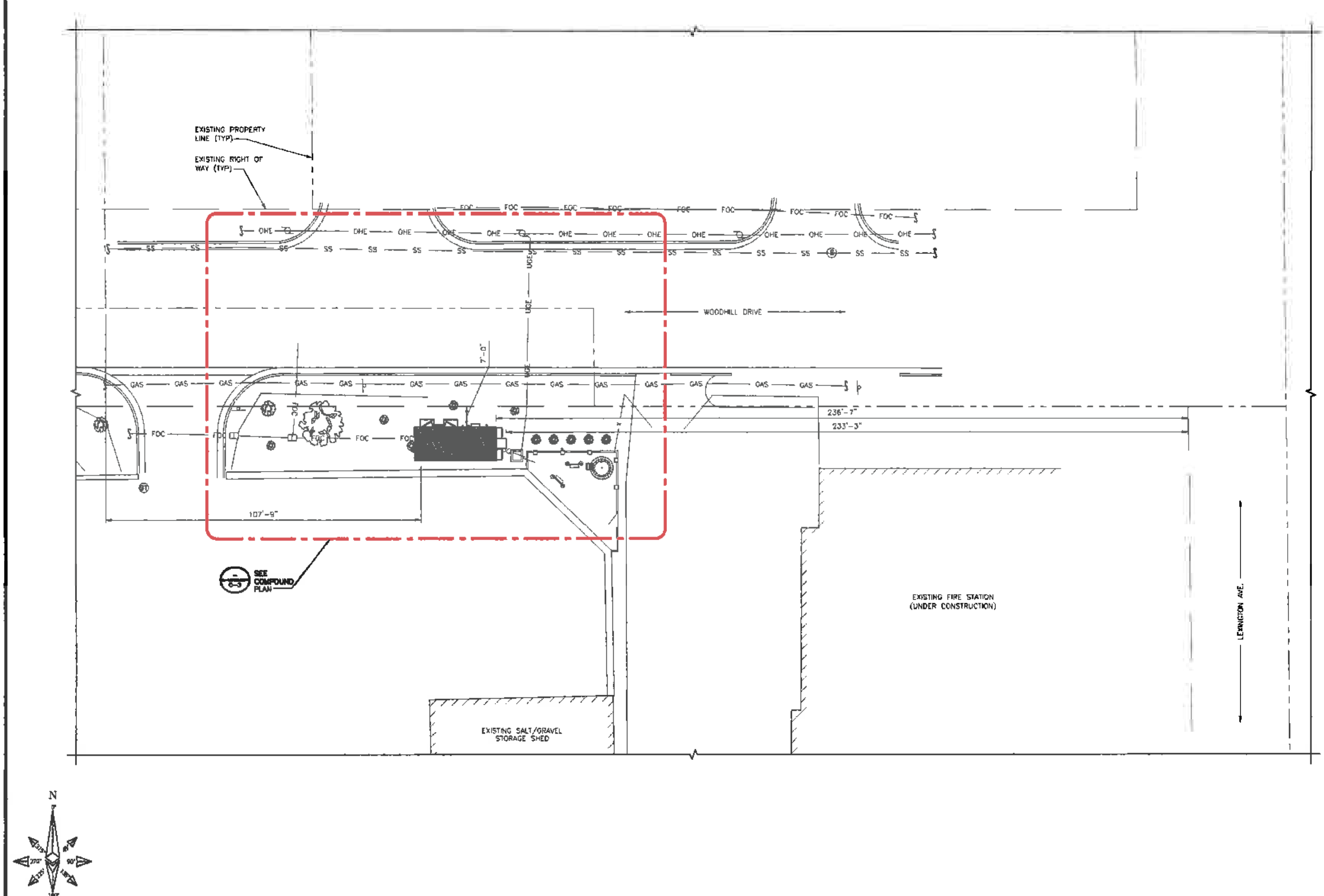
I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: Bryan T. Balcome
BRYAN T. BALCOME, L.S.
DATE: 11/4/13 LICENSE # 42594

FULL SCALE ON 22"x34" HALF SCALE ON 11"x17"
0464A0701.000



WIDSETH SMITH NOLTING
Engineering
Architecture
Surveying
Environmental




OVERALL SITE PLAN

1/16"=1'-0"

1

APPLICANT/OWNER:

AT&T MOBILITY

4300 MARKET POINTE DR.
BLOOMINGTON, MN 55435

PREPARED BY:

BLACK & VEATCH

10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

PROJECT NUMBER: 122051

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PRINT NAME: ROBLEY A. EVANS

SIGNATURE:

DATE: 10/21/13 LICENSE# 43119 EXP. 6/14

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LANDLORD/PROPERTY OWNER SIGNATURE

| REV | DATE | DESCRIPTION |
|---|---|---|
| 0 | 10/21/13 | ISSUED FOR CONSTRUCTION |

PROJECT LOCATION:

HOWARD JOHNSON PARK

2661 CIVIC CENTER DRIVE
ROSEVILLE, MN 55113

DRAWING DESCRIPTION:

OVERALL SITE PLAN

DRAWING NUMBER:

C-1

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED LTE GPS ANTENNA AND TRANSMITTING ANTENNAS.
3. PROPERTY LINES ARE APPROXIMATIONS ONLY.
4. ANTENNAS & MOUNTS OMITTED FOR CLARITY.
5. FOR FIBER TRUNK REF AT&T LTE GUIDE LINES REV. 1.9 PAGE 13 TABLE 2.1.2.
6. FOR DC POWER CABLE TRUNK REF AT&T LTE GUIDE LINES REV 1.9 PAGE 14 TABLE 2.1.3
7. EXISTING FIBER OPTIC CABLE SHALL BE SLEEVED INSIDE STEEL CONDUIT UNDER THE PROPOSED SHELTER TO A DISTANCE OF 5'-0" BEYOND. FINAL DESIGN WILL BE COORDINATED WITH THE CITY. (HAND DIGGING REQUIRED).

NOTES

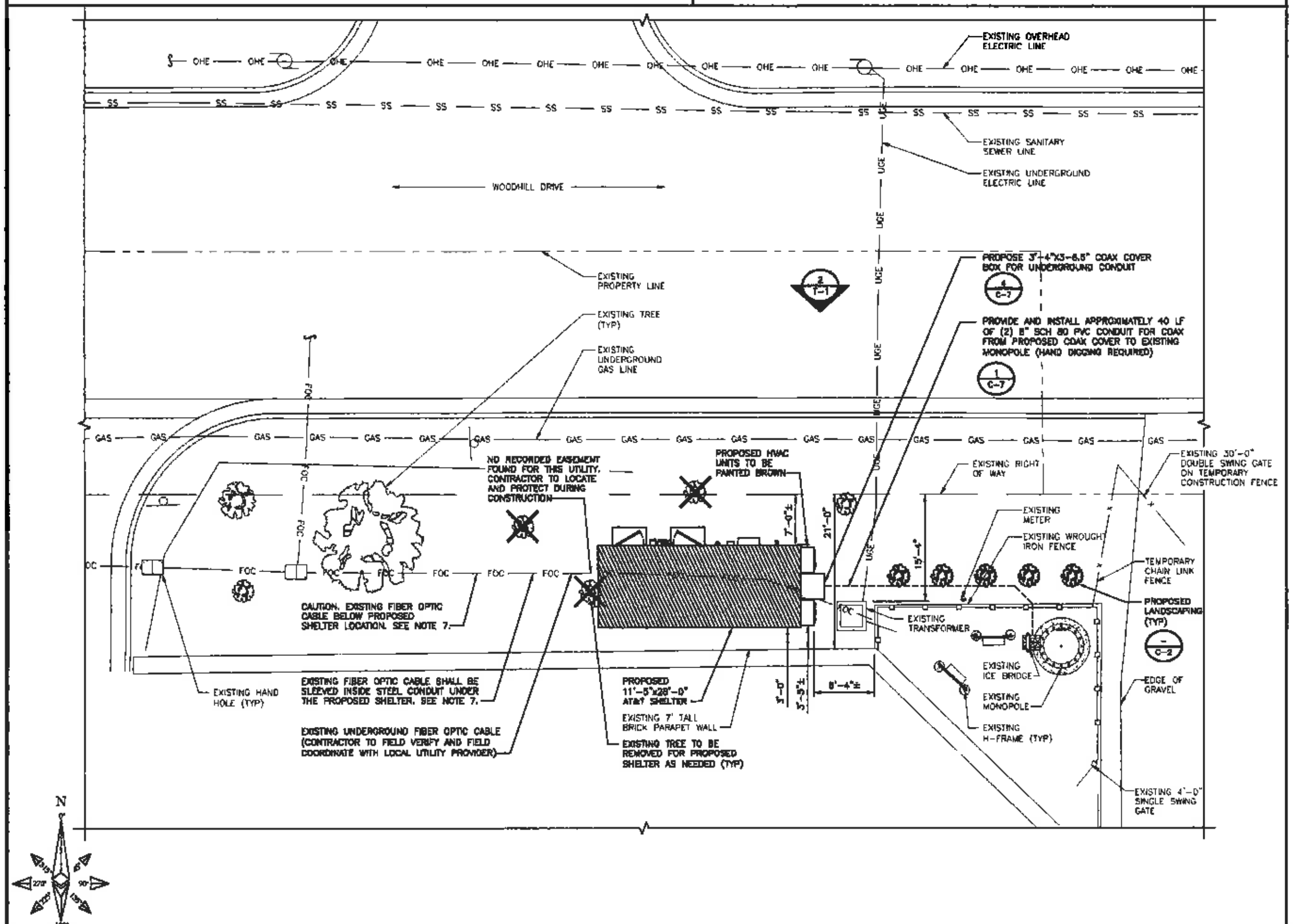
WROUGHT IRON FENCE

CHAINLINK FENCE

LEASE AREA

EXISTING ICE BRIDGE

LEGEND




COMPOUND PLAN

1/8"=1'-0"

1

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE.

THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

PROPOSED-SITE
INSTALL (1) 11'-5"X28'-0" FIBERBOND EQUIPMENT SHELTER

PROPOSED-TOWER
INSTALL (1) VALMONT SITE PRO 1 RMQLP-496 LOW PROFILE PLATFORM WITH HRK-14 HANDRAIL KIT.
INSTALL (6) ALCATEL-LUCENT RRH LTE 700L P2, 2 PER SECTOR
INSTALL (3) ALCATEL-LUCENT 9442 RRH AWS, 1 PER SECTOR
INSTALL (3) ALCATEL-LUCENT UNITS 850 RRH, 1 PER SECTOR
INSTALL (3) ALCATEL-LUCENT UNITS 1900 RRH, 1 PER SECTOR
INSTALL (3) ALCATEL-LUCENT 3JR39281AAAA ANTENNAS, 1 PER SECTOR
INSTALL (6) KATHREIN 80010892V01 ANTENNAS, 2 PER SECTOR
INSTALL (1) RAYCAP DC6-48-60-18-8F SURGE PROTECTION UNITS
INSTALL (2) RAYCAP DC6-48-60-0-8F SURGE PROTECTION UNITS
INSTALL (12) ANDREW P/N MT-537 ANTENNA MOUNTING PIPES
INSTALL (MULTIPLE) ANDREW P/N MT-219-H PIPE MOUNT KIT
INSTALL (6) DC POWER CABLES
INSTALL (1) FIBER CABLE
INSTALL (1) ALARM CABLE

PROPOSED-SHELTER
INSTALL (1) EMERSON POWER BAY
INSTALL (1) EMERSON BATTERY STACK
INSTALL (2) 23" FIF RACK
INSTALL (1) GENERATOR
INSTALL (1) LTE GPS UNIT

AT&T TO VERIFY REQUIRED SHELTER EQUIPMENT.

PROJECT DESCRIPTION

APPLICANT/OWNER:

AT&T
MOBILITY

4300 MARKET POINTE DR.
BLOOMINGTON, MN 55435

PREPARED BY:

BLACK & VEATCH

10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

PROJECT NUMBER: 122051

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PRINT NAME: ROBLEY A. EVANS

SIGNATURE: [signature]

DATE: 10/21/13 LICENSE# 43119 EXP. 6/14

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LANDLORD/PROPERTY OWNER SIGNATURE

| REV | DATE | DESCRIPTION |
|---|---|---|
| 0 | 10/21/13 | ISSUED FOR CONSTRUCTION |

PROJECT LOCATION:

HOWARD JOHNSON PARK

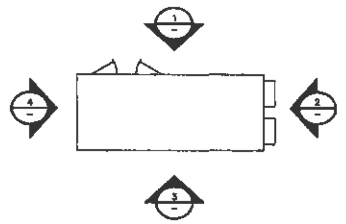
2661 CIVIC CENTER DRIVE
ROSEVILLE, MN 55113

DRAWING DESCRIPTION:

COMPOUND PLAN

DRAWING NUMBER:

C-3



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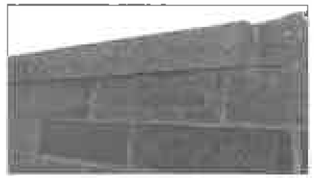
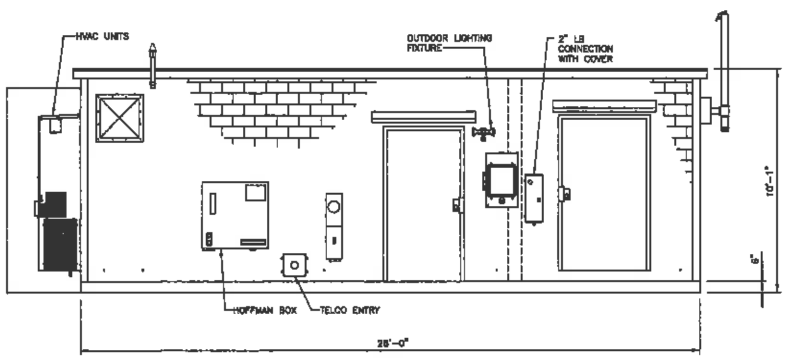


SHELTER TO MATCH EXISTING BRICK FINISH, COLOR, AND PATTERN SHOWN

## SHELTER EXTERIOR FINISH

1. ALL HATCH PORTS ARE SHIPPED WITH BLANK COVER PLATES. COAX HATCH PLATE IS SHIPPED LOOSE WITH SHELTER AND INSTALLED BY GENERAL CONTRACTOR.
2. GROUND BAR AND CANOPY ARE SHIPPED LOOSE WITH SHELTER AND INSTALLED BY GENERAL CONTRACTOR.
3. PROPOSED SHELTER EXTERIOR SHALL BE Z-BRICK OR BLOCK FACADE TO MATCH EXISTING ADJACENT WALL.
4. PROPOSED HVAC UNITS AND EXHAUST HOODS SHALL BE PAINTED BROWN TO MATCH.

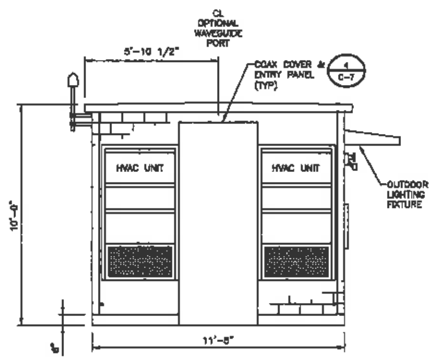
## NOTES




ELEVATION FRONT

12"6"0 1' 2' 3' 4' 5' 6' 7'
3/8"=1'-0"

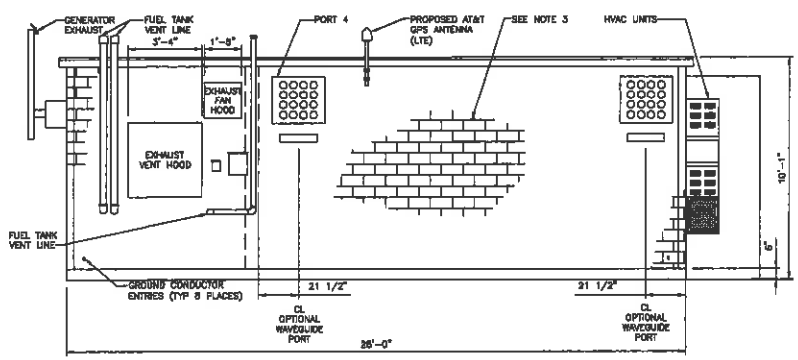
1




ELEVATION RIGHT

12"6"0 1' 2' 3' 4' 5' 6' 7'
3/8"=1'-0"

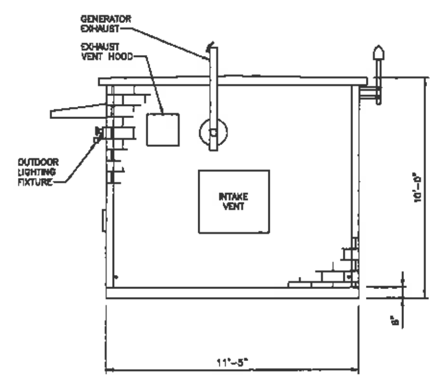
2




ELEVATION BACK

12"6"0 1' 2' 3' 4' 5' 6' 7'
3/8"=1'-0"

3




ELEVATION LEFT

12"6"0 1' 2' 3' 4' 5' 6' 7'
3/8"=1'-0"

4

APPLICANT/OWNER:

AT&T MOBILITY

4300 MARKET POINTE DR.
BLOOMINGTON, MN 55435

PREPARED BY:

BLACK & VEATCH

10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

PROJECT NUMBER: 122051

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PRINT NAME: ROBLEY A. EVANS

SIGNATURE: [signature]

DATE: 10/21/13 LICENSE# 43119 EXP. 6/14

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LANDLORD/PROPERTY OWNER SIGNATURE

| REV | DATE | DESCRIPTION |
|---|---|---|
| 0 | 10/21/13 | ISSUED FOR CONSTRUCTION |

PROJECT LOCATION:

HOWARD JOHNSON PARK

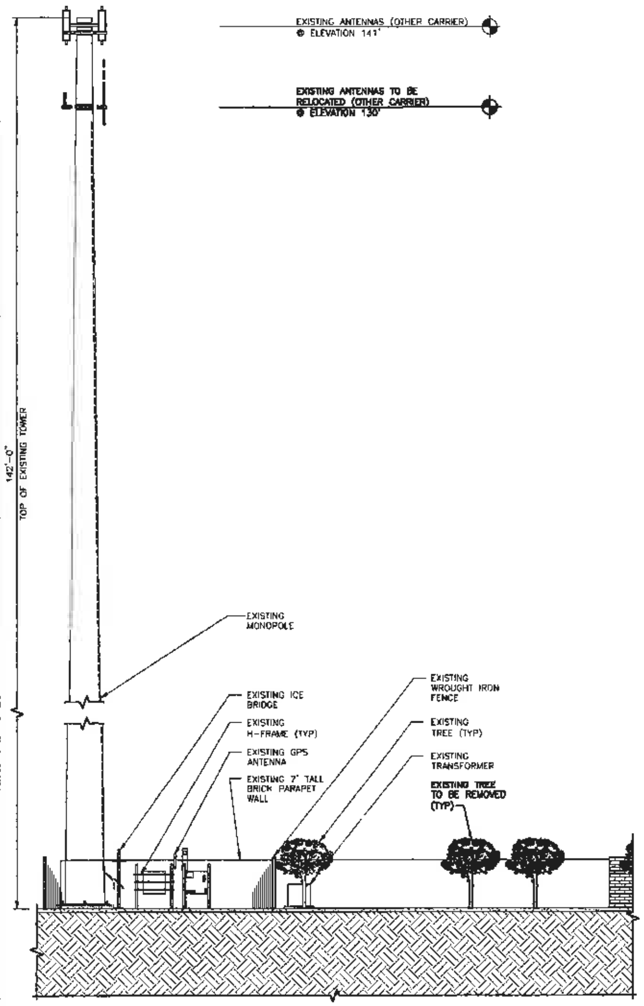
2661 CIVIC CENTER DRIVE
ROSEVILLE, MN 55113

DRAWING DESCRIPTION:

SHELTER DETAILS

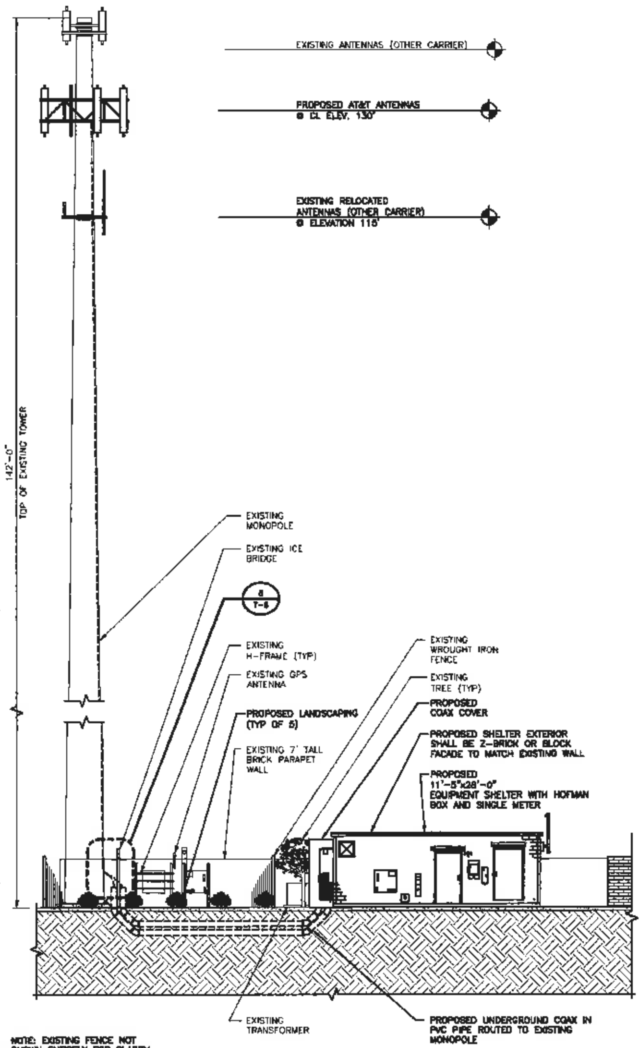
DRAWING NUMBER:

C-5




NOTE: EXISTING FENCE NOT SHOWN ENTIRELY FOR CLARITY.

EXISTING TOWER SOUTH ELEVATION — 1/8"=1'-0" — 1




NOTE: EXISTING FENCE NOT SHOWN ENTIRELY FOR CLARITY.

PROPOSED TOWER SOUTH ELEVATION — 1/8"=1'-0" — 2

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE.

THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

PROPOSED–SITE
INSTALL (1) 11'-5"X28'-0" FIBERBOND EQUIPMENT SHELTER

PROPOSED–TOWER
INSTALL (1) VALMONT SITE PRO 1 RMQLP-496 LOW PROFILE PLATFORM WITH HRK-14 HANDRAIL KIT.
INSTALL (6) ALCATEL-LUCENT RRH LTE 700L P2, 2 PER SECTOR
INSTALL (3) ALCATEL-LUCENT 9442 RRH AWS, 1 PER SECTOR
INSTALL (3) ALCATEL-LUCENT UMTS 850 RRH, 1 PER SECTOR
INSTALL (3) ALCATEL-LUCENT UMTS 1900 RRH, 1 PER SECTOR
INSTALL (3) ALCATEL-LUCENT 3JR39251AAAA ANTENNAS, 1 PER SECTOR
INSTALL (6) KATHREIN 80010692V01 ANTENNAS, 2 PER SECTOR
INSTALL (1) RAYCAP DC6-48-60-18-8F SURGE PROTECTION UNITS
INSTALL (2) RAYCAP DC6-48-60-0-8F SURGE PROTECTION UNITS
INSTALL (12) ANDREW P/N MT-637 ANTENNA MOUNTING PIPES
INSTALL (MULTIPLE) ANDREW P/N MT-219-H PIPE MOUNT KIT
INSTALL (6) DC POWER CABLES
INSTALL (1) FIBER CABLE
INSTALL (1) ALARM CABLE

PROPOSED–SHELTER
INSTALL (1) EMERSON POWER BAY
INSTALL (1) EMERSON BATTERY STACK
INSTALL (2) 23" FIF RACK
INSTALL (1) GENERATOR
INSTALL (1) LTE GPS UNIT

AT&T TO VERIFY REQUIRED SHELTER EQUIPMENT.

## PROJECT DESCRIPTION

CONTRACTOR TO COORDINATE AND MOVE EXISTING CITY ANTENNAS TO 115'-0" RAD CENTER

## NOTES

THE EXISTING TOWER SHALL BE ANALYZED TO DETERMINE ITS STRUCTURAL CAPACITY TO CARRY THE PROPOSED COAX AND ANTENNAS. THESE DRAWINGS HAVE BEEN CREATED BASED ON THE ASSUMPTION THAT THE TOWER HAS SUFFICIENT CAPACITY TO SUPPORT THE PROPOSED LOADS. THE STRUCTURAL ANALYSIS IS TO BE COMPLETED BY THE TOWER OWNER, AMERICAN TOWER CORPORATION.

## STRUCTURAL NOTE

APPLICANT/OWNER:
AT&T MOBILITY
4300 MARKET POINTE DR.
BLOOMINGTON, MN 55435

PREPARED BY:
BLACK & VEATCH
10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

PROJECT NUMBER: 122051

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

PRINT NAME: ROBLEY A. EVANS

SIGNATURE:

DATE: 10/21/13 LICENSE# 43119 EXP. 6/14

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

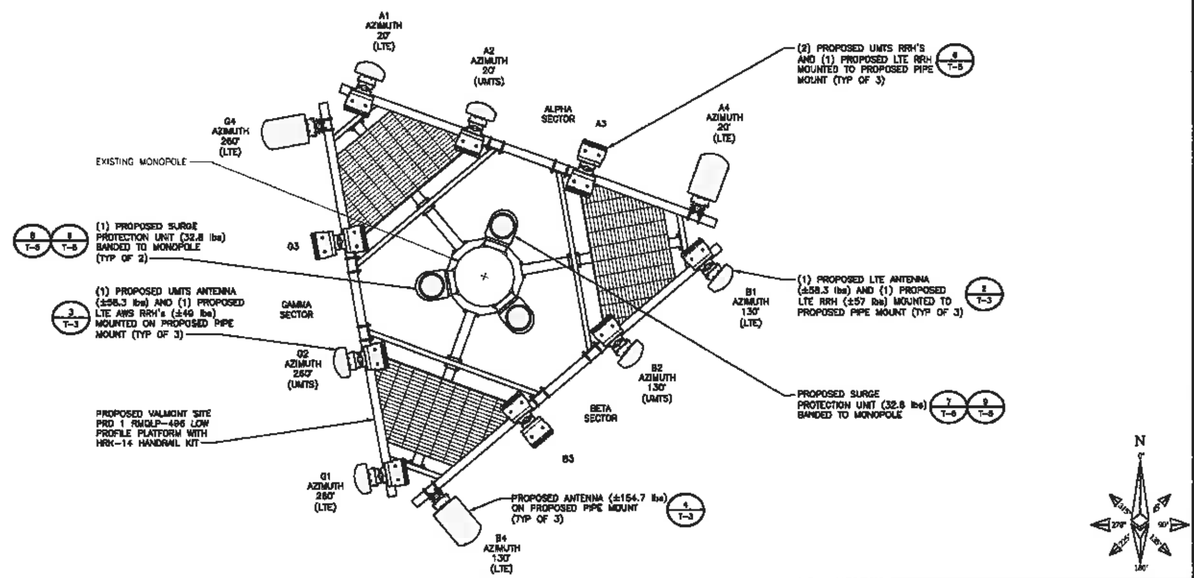
LANDLORD/PROPERTY OWNER SIGNATURE

| REV | DATE | DESCRIPTION |
|---|---|---|
| 0 | 10/21/13 | ISSUED FOR CONSTRUCTION |

PROJECT LOCATION:
HOWARD JOHNSON PARK
2661 CIVIC CENTER DRIVE
ROSEVILLE, MN 55113

DRAWING DESCRIPTION:
TOWER ELEVATION

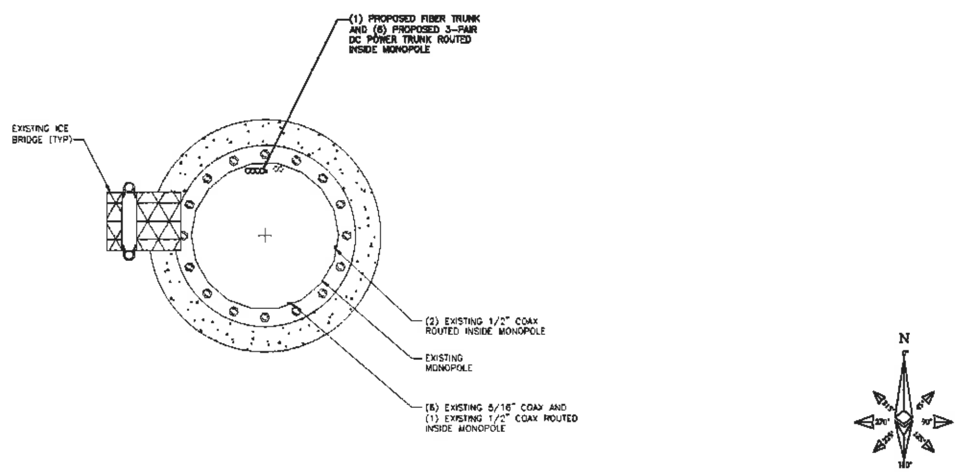
DRAWING NUMBER:
T-1




ANTENNA LAYOUT PLAN

1/2"=1'-0"

1




COAX ROUTING DIAGRAM

1/2"=1'-0"

2

1. RAYCAP DC6-48-60-18-8F SURGE SUPPRESSOR WILL ROUTE FIBER TO ALL TOWER MOUNTED RRH'S AND POWER TO ALPHAS SECTOR RRH'S.
2. RAYCAP DC6-48-60-0-8F SURGE SUPPRESSOR WILL ROUTE POWER TO BETA SECTOR AND GAMMA SECTOR.
3. IF PROPOSED ALU-LTE ANTENNA IS NOT AVAILABLE DURING INITIAL INSTALLATION, UMTS ANTENNA SHALL BE INSTALLED ON ALU-LTE MOUNT PIPE IN INTERIM. THEN WILL BE MOVED TO POSITION SHOWN UPON ALU-LTE ANTENNA INSTALLATION FOR LOAD DISTRIBUTION. RRH'S TO REMAIN AS SHOWN. CONTRACTOR TO VERIFY. (TYP. PER SECTOR.)

NOTES

APPLICANT/OWNER:

**AT&T MOBILITY**

4300 MARKET POINTE DR.
BLOOMINGTON, MN 55435

PREPARED BY:

**BLACK & VEATCH**

10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

PROJECT NUMBER: 122051

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

PRINT NAME: ROBLEY A. EVANS

SIGNATURE:

DATE: 10/21/13 LICENSE# 43119 EXP. 6/14

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

LANDLORD/PROPERTY OWNER SIGNATURE

| REV | DATE | DESCRIPTION |
|---|---|---|
| 0 | 10/21/13 | ISSUED FOR CONSTRUCTION |

PROJECT LOCATION:

HOWARD JOHNSON PARK

2661 CIVIC CENTER DRIVE
ROSEVILLE, MN 55113

DRAWING DESCRIPTION:

ANTENNA CONFIGURATION

DRAWING NUMBER:

**T-2**

## EXHIBIT C

## FORM OF MEMORANDUM OF LEASE

**Prepared by and Return to:**
Hall Institute Inc.
Attn: Jason Hall
7365 Kirkwood Court North, Ste 320
Maple Grove, MN 55369

Re: Cell Site #MNLSMNU1242; Cell Site Name: Howard Johnson Park (MN)
Fixed Asset Number: 11663467
State: Minnesota
County: Ramsey

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of ______________, 2013, by and between City of Roseville, a Minnesota municipal corporation, having a mailing address of 2660 Civic Center Drive, Roseville, MN 55113 ("**Owner**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13-F West Tower, Atlanta, GA 30324 ("**Lessee**").

1. Owner and Lessee entered into a certain Lease Agreement ("**Lease**") on the _____ day of ________________, 2013, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Lease.

2. The initial lease term will be five (5) years commencing on January 1, 2014, with four (4) successive five (5) year options to renew.

3. The portion of the land being leased to Lessee is described in **Exhibit 1** annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

**"OWNER"**

City of Roseville

By: ______________________________
Print Name: ______________________
Its: ______________________________
Date: _____________________________

**"LESSEE"**

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: ______________________________
Print Name: ______________________
Its: ______________________________
Date: _____________________________

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**

## LESSEE ACKNOWLEDGMENT

STATE OF Minnesota)

) ss:

COUNTY OF ____________________)

On the _____ day of __________________, 2013, before me personally appeared __________________, and acknowledged under oath that he/she is the ____________________ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

______________________________________

Notary Public: _________________________

My Commission Expires: _________________

## OWNER ACKNOWLEDGMENT

STATE OF Minnesota)

) ss:

COUNTY OF ____________________)

BE IT REMEMBERED, that on this _____ day of ____________, 2013 before me, the subscriber, a person authorized to take oaths in the State of __________________, personally appeared _________________________ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

______________________________________

Notary Public: _________________________

My Commission Expires: _________________

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**



to the Memorandum of Lease dated ________________, 2013, by and between City of Roseville, a Minnesota municipal corporation, as Owner, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Lessee.

The Property is legally described as follows:

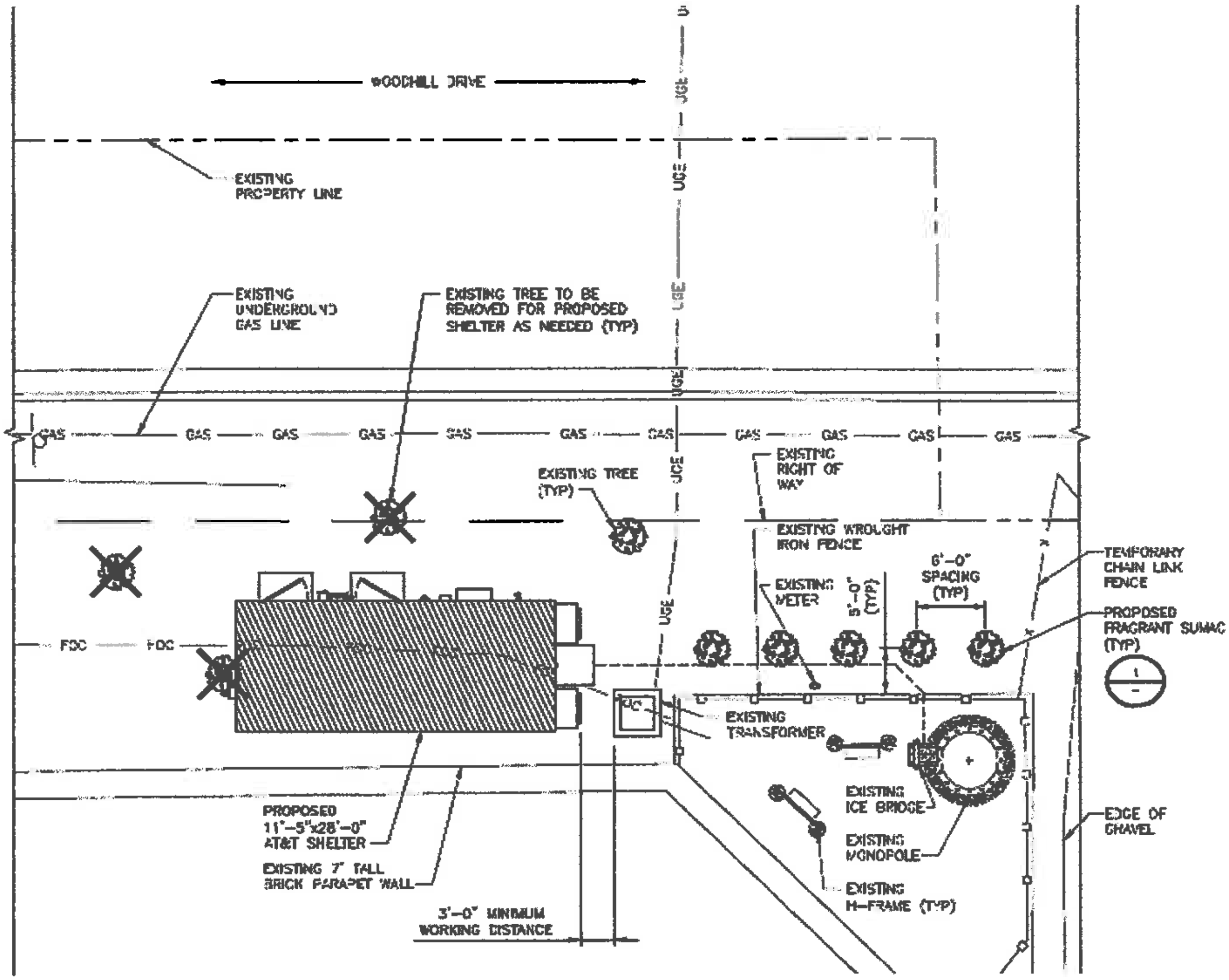
All that part of the Southeast Quarter (SE 1/4) of the Southeast Quarter of Section 3, Township 29, Range 23, lying South of County Road C as shown on the plat of Fernwood Terrace Plat 4 and now known as Woodhill Drive, according to the United States Government Survey thereof and situate in Ramsey County, Minnesota.

The Premises is an approximate 360 square foot portion of the Property and is further described and/or depicted on the attached drawing consisting of one (1) page, together with space on the Tower located on the Property.

# EXHIBIT 1

## DESCRIPTION OF PREMISES





**Prepared by and Return to:**
Hall Institute Inc.
Attn: Jason Hall
7365 Kirkwood Court North, Ste 320
Maple Grove, MN 55369

Re: Cell Site #MNLSMNU1242; Cell Site Name: Howard Johnson Park (MN)
Fixed Asset Number: 11663467
State: Minnesota
County: Ramsey

**MEMORANDUM**
**OF**
**LEASE**

This Memorandum of Lease is entered into on this ____ day of ______________, 2013, by and between City of Roseville, a Minnesota municipal corporation, having a mailing address of 2660 Civic Center Drive, Roseville, MN 55113 (**"Owner"**) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13-F West Tower, Atlanta, GA 30324 (**"Lessee"**).

1. Owner and Lessee entered into a certain Lease Agreement (**"Lease"**) on the _____ day of _________________, 2013, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Lease.

2. The initial lease term will be five (5) years commencing on January 1, 2014, with four (4) successive five (5) year options to renew.

3. The portion of the land being leased to Lessee is described in **Exhibit 1** annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

**"OWNER"**

City of Roseville

By: ______________________________
Print Name: ______________________
Its: ______________________________
Date: ____________________________

**"LESSEE"**

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: M Burmeister
Print Name: Maria Burmeister
Its: Real Estate & Construction Manager
Date: 11/27/13

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**

## LESSEE ACKNOWLEDGMENT

STATE OF Minnesota)
) ss:
COUNTY OF Ramsey )

On the 27 day of November, 2013, before me personally appeared Maria Burmester, and acknowledged under oath that he/she is the REC Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

KATHY LYNN LENERS
Notary Public
Minnesota
My Commission Expires Jan. 31, 2016

Kathy L Leners
Notary Public: __________
My Commission Expires: __________

## OWNER ACKNOWLEDGMENT

STATE OF Minnesota)
) ss:
COUNTY OF __________ )

BE IT REMEMBERED, that on this _____ day of __________, 2013 before me, the subscriber, a person authorized to take oaths in the State of __________, personally appeared __________ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

__________
Notary Public: __________
My Commission Expires: __________

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page 1 of 2

to the Memorandum of Lease dated _______________, 2013, by and between City of Roseville, a Minnesota municipal corporation, as Owner, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Lessee.

The Property is legally described as follows:

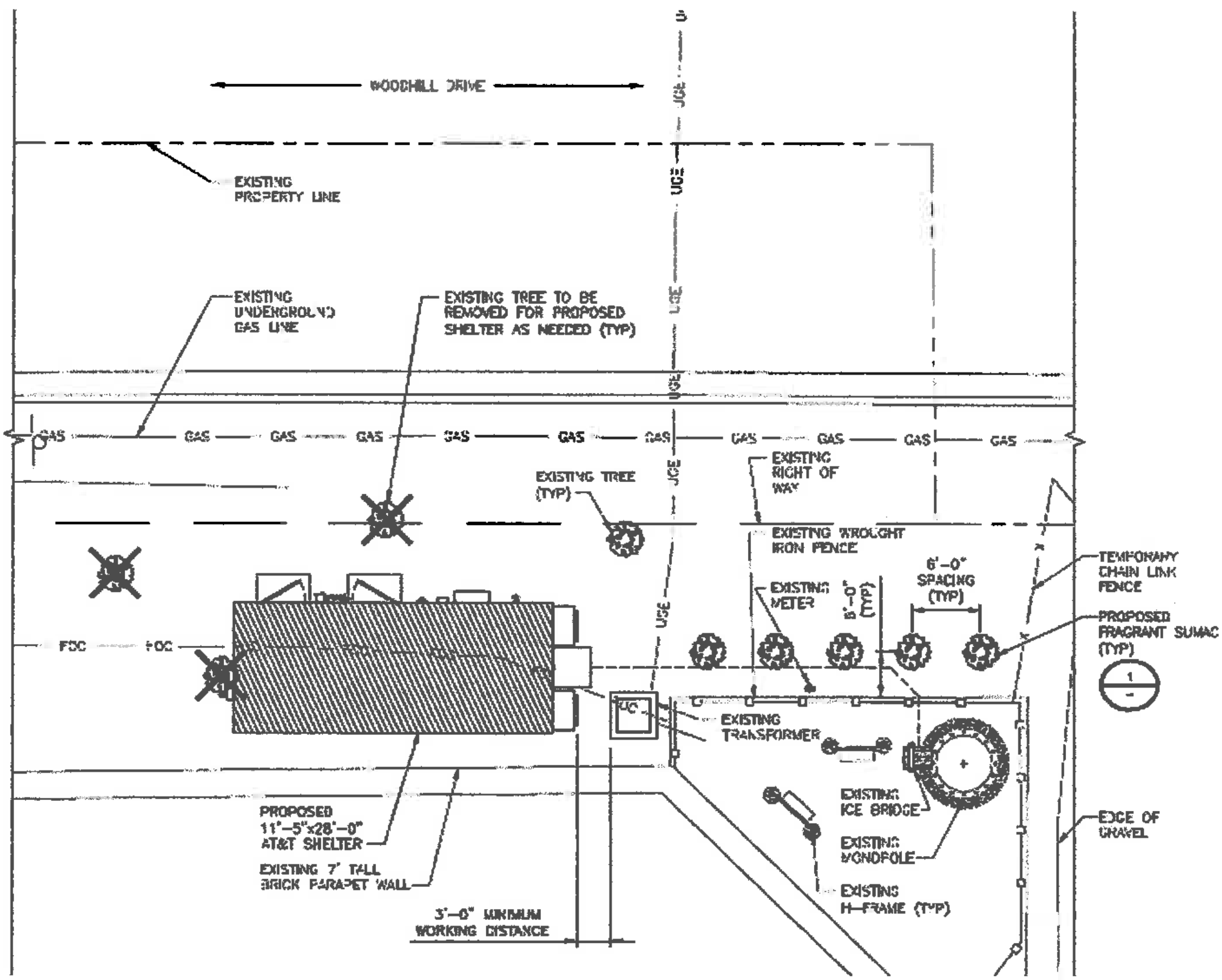
All that part of the Southeast Quarter (SE 1/4) of the Southeast Quarter of Section 3, Township 29, Range 23, lying South of County Road C as shown on the plat of Fernwood Terrace Plat 4 and now known as Woodhill Drive, according to the United States Government Survey thereof and situate in Ramsey County, Minnesota.

The Premises is an approximate 360 square foot portion of the Property and is further described and/or depicted on the attached drawing consisting of one (1) page, together with space on the Tower located on the Property.

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**





Attachment B

## SITE PHOTO

## PROJECT INFORMATION

| | |
|---|---|
| SITE ADDRESS: | 2661 CIVIC CENTER DRIVE<br>ROSEVILLE, MN 55113 |
| COUNTY | RAMSEY |
| SITE NAME: | HOWARD JOHNSON PARK |
| SITE NUMBER | MPLSMNU1242 |
| FA NUMBER: | 11663467 |
| USID NUMBER: | 141542 |
| LATITUDE (NAD 83): | 45° 1' 21.380" N |
| LONGITUDE (NAD 83): | 93° 8' 51.428" W |
| GROUND ELEVATION: | 934.2' ASL |
| ZONING DISTRICT: | INSTITUTIONAL |
| TOWER OWNER: | CITY OF ROSEVILLE<br>2660 CIVIC CENTER DRIVE<br>ROSEVILLE, MN 55113 |
| GROUND OWNER: | CITY OF ROSEVILLE<br>2660 CIVIC CENTER DRIVE<br>ROSEVILLE, MN 55113 |
| LANDLORD CONTACT: | CHRIS.MILLER@CI.ROSVILLE.MN.US |
| E911: | TBD |
| POWER COMPANY: | XCEL ENERGY |
| TELEPHONE COMPANY: | CENTURYLINK |
| OCCUPANCY GROUP: | U |
| CONSTRUCTION TYPE: | V-B |
| SITE ACQUISITION MANAGER: | TARA BLACKWELL<br>651-233-8984<br>BLACKWELLT@BV.COM |
| CONSTRUCTION MANAGER: | JUSTIN KESSLER<br>952-896-0732<br>KESSLERJJ@BV.COM |
| LEAD ENGINEER: | KERRY ADAMS<br>913-458-2526<br>ADAMSKJ@BV.COM |
| PROJECT MANAGER: | ANDREW KRETCHMER<br>651-261-9929<br>KRETCHMERAJ@BV.COM |

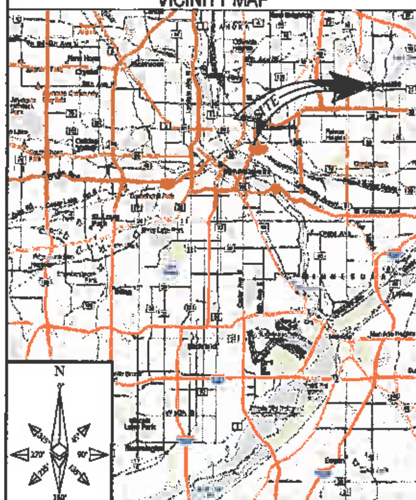
# AT&T MOBILITY

## PROJECT: NSB - COLOCATE
## AT&T SITE ID: MPLSMNU1242
## AT&T FA#: 11663467

## HOWARD JOHNSON PARK
## ROSEVILLE, MN 55113

## AREA MAP

### VICINITY MAP



### LOCAL MAP

NO SCALE

## DRIVING DIRECTIONS

DIRECTIONS FROM AT&T OFFICE:

START OUT GOING NORTHEAST ON MARKET POINTE DR. TAKE THE 1ST RIGHT TO STAY ON MARKET POINTE DR. TURN LEFT ONTO JOHNSON AVE S. TURN RIGHT ONTO MINNESOTA DR. TAKE THE 1ST RIGHT ONTO FRANCE AVE S. MERGE ONTO I-494 E/MN-5 E. MERGE ONTO I-35W N VIA EXIT 5A TOWARD MINNEAPOLIS. KEEP RIGHT TO TAKE MN-36 E VIA EXIT 23B. MERGE ONTO SNELLING AVE N/MN-51 N. TURN RIGHT ONTO COUNTY ROAD C W. TURN LEFT ONTO CIVIC CENTER DR. 2661 CIVIC CENTER DR. IS ON THE LEFT.

## ENGINEERING

2006 INTERNATIONAL BUILDING CODE
2008 NATIONAL ELECTRIC CODE
TIA/EIA-222-F

## DRAWING INDEX

| SHEET NO: | SHEET TITLE |
|---|---|
| COVER | TITLE PAGE |
| | SURVEY (BY OTHERS) |
| C-1 | OVERALL SITE PLAN |
| C-2 | LANDSCAPING PLAN AND DETAILS |
| C-3 | COMPOUND PLAN |
| C-4 | SHELTER PLAN |
| C-5 | SHELTER DETAILS |
| C-6 | SHELTER FOUNDATION |
| C-7 | SITE DETAILS |
| C-8 | SITE DETAILS |
| C-9 | SITE DETAILS |
| C-10 | SIGNAGE DETAILS |
| C-11 | SPECIAL INSPECTIONS |
| C-12 | CIVIL SECTION NOTES |
| C-13 | CIVIL SECTION NOTES |
| T-1 | TOWER ELEVATION |
| T-2 | ANTENNA CONFIGURATION |
| T-3 | ANTENNA MOUNTING & RRH REQUIREMENTS |
| T-4 | COAX COLOR CODING |
| T-5 | TOWER EQUIPMENT DETAILS |
| T-6 | TOWER EQUIPMENT DETAILS |
| T-7 | SYSTEM CONFIGURATION |
| T-8 | SPECIAL INSPECTIONS |
| T-9 | TOWER SECTION NOTES |
| E-1 | ELECTRICAL PLAN |
| E-2 | ELECTRICAL SHELTER PLAN |
| E-3 | ELECTRICAL DETAILS |
| E-4 | LTE DC CIRCUIT DIAGRAM |
| E-5 | TELCO INTERFACE |
| E-6 | ELECTRICAL AC ONE-LINE DIAGRAM |
| E-7 | RET SCHEMATIC |
| E-8 | COAX & JUMPER COLOR CHART |
| E-9 | GROUNDING SITE PLAN |
| E-10 | GROUNDING SHELTER PLAN |
| E-11 | ANTENNA GROUNDING PLAN |
| E-12 | GROUNDING DETAILS |
| E-13 | GROUNDING DETAILS |
| E-14 | GROUNDING DETAILS |
| E-15 | GROUNDING DETAILS |
| E-16 | ELECTRICAL SECTION NOTES |
| N-1 | GENERAL NOTES |
| N-2 | GENERAL NOTES |

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN MINNESOTA, CALL GOPHER STATE ONE CALL

TOLL FREE: 1-800-252-1166 OR
FAX A LOCATE: 1-800-236-4967

MN STATUTE REQUIRES MIN OF 48 HOURS NOTICE BEFORE YOU EXCAVATE

-THESE PLANS ADHERE TO ALL OF THE REQUIREMENTS CALLED OUT IN THE JURISDICTION PLANNING AND ZONING FOR ANTENNAS AND SUPPORT STRUCTURES WHERE SITE IS LOCATED.
-SUBCONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING CONDITIONS ON SITE. IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO PERFORMING ANY WORK OR BE RESPONSIBLE FOR THE SAME

APPLICANT/OWNER:

AT&T MOBILITY

4300 MARKET POINTE DR.
BLOOMINGTON, MN 55435

PREPARED BY:

BLACK & VEATCH

10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

PROJECT NUMBER: 122051

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PRINT NAME: ROBLEY A. EVANS

SIGNATURE:

DATE: 10/21/13 LICENSE# 43119
EXP. 6/14

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LANDLORD/PROPERTY OWNER SIGNATURE

| REV | DATE | DESCRIPTION |
|---|---|---|
| 0 | 10/21/13 | ISSUED FOR CONSTRUCTION |

PROJECT LOCATION:

HOWARD JOHNSON PARK

2661 CIVIC CENTER DRIVE
ROSEVILLE, MN 55113

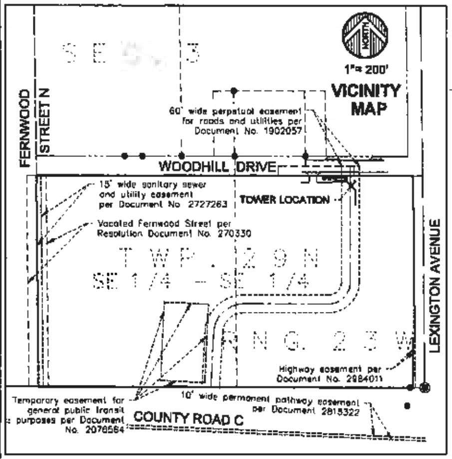
DRAWING DESCRIPTION:

TITLE PAGE

DRAWING NUMBER:

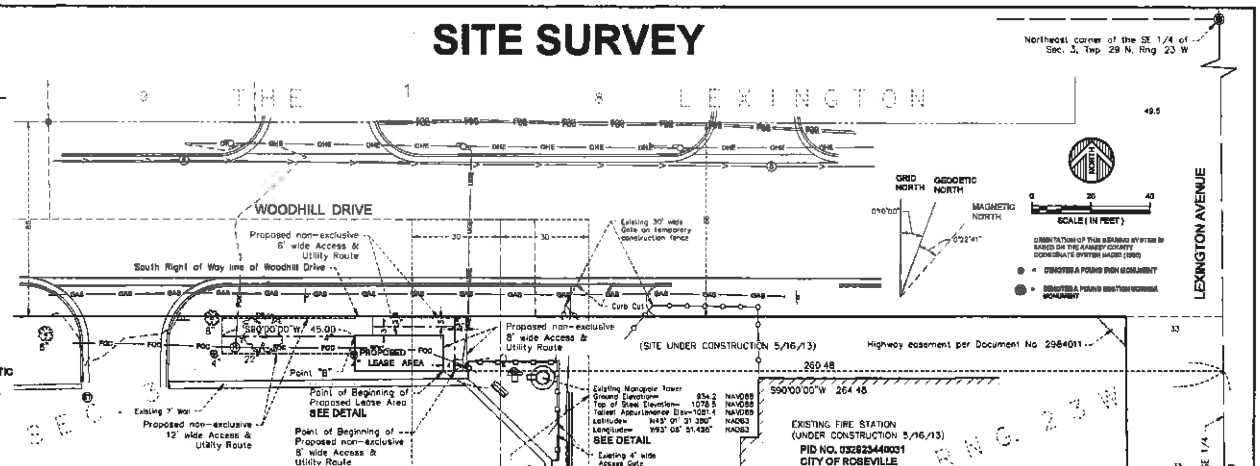
COVER

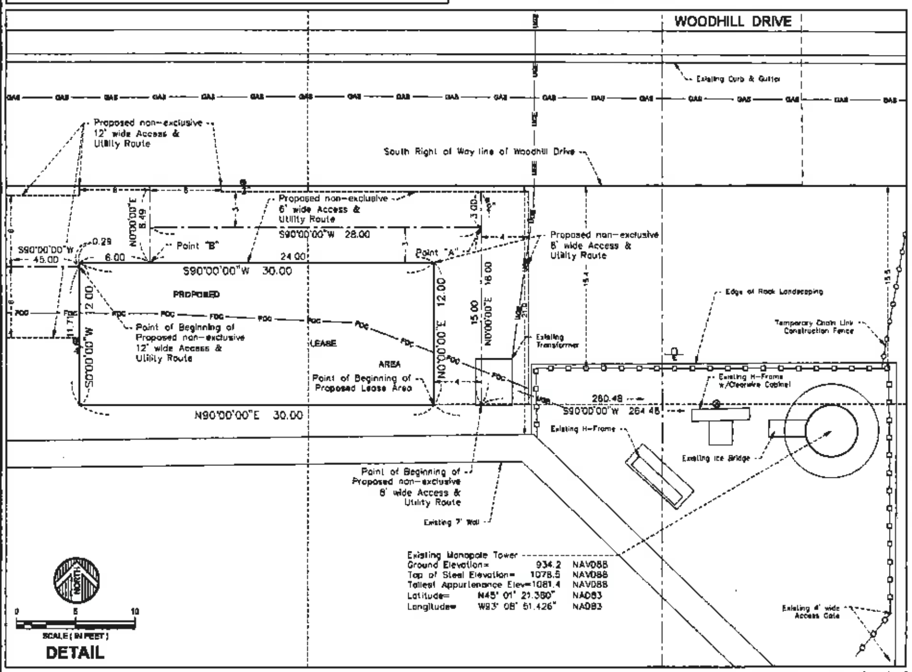
# SITE SURVEY




## LEGEND

- STORM MANHOLE
- SIGN SINGLE POST
- SANITARY MANHOLE
- GROUND ACCESS COVER
- TREE DECIDUOUS
- TELE HANDHOLE
- GUY ANCHOR
- ELEC POLE
- ELEC METER
- FENCE CHAIN LINK
- OHE — OVERHEAD ELECTRIC
- FOC — UNDERGROUND FIBER OPTIC
- UGE — UNDERGROUND ELECTRIC
- GAS — UNDERGROUND GAS
- SANITARY SEWER
- FENCE WROUGHT IRON




DETAIL

**PARENT PARCEL DESCRIPTION:** (per U.S. Title Solutions File No. 44546-MN1307-5030, dated 9/3/2013)

All that part of the Southeast Quarter (SE 1/4) of the Southeast Quarter of Section 3, Township 29, Range 23, lying South of County Road C as shown on the plat of Fernwood Terrace Plat 4 and now known as Woodhill Drive, according to the United States Government Survey thereof and situate in Ramsey County, Minnesota.

**SCHEDULE "B" EXCEPTIONS:** (per U.S. Title Solutions File No. 44546-MN1307-5030, dated 9/3/2013)

7) Easement by The City of Roseville, a municipal corporation to The Metropolitan Transit Area, by and through its governing body, the Metropolitan Transit Commission, a public corporation and political subdivision of the State of Minnesota, dated 4/2/1980 recorded 4/15/1980 in Instrument No. :2076564

This document describes a temporary easement and is as shown on the survey.

8) Easement by The City of Roseville, a Minnesota Municipal Corporation to Metropolitan Waste Control Commission, a duly constituted Metropolitan Agency, dated 5/10/1993 recorded 6/18/1993 in Instrument No. :2727263

This document calls for a sanitary sewer and utility easement over, under and across vacated Fernwood Avenue and is as shown on the survey.

9) Easement by City of Roseville, a Minnesota municipal corporation to Ramsey County Public Works Department, dated 7/31/1996 recorded 3/19/1997 in Instrument No. :2984011

This document describes an easement for highway purposes and is as shown on the survey

10.) Resolution No. 6208 dated 1/29/1975 recorded 2/18/1975 in Instrument No. 1902057

This document describes a 60' wide perpetual easement for street and utility purposes and is as shown on the survey.

11.) Resolution No. 8835 dated 9/22/1992 recorded 2/17/1993 in Instrument No. 2703330

This document describes the vacation of a portion of Fernwood Street between Woodhill Drive and County Road C and is as shown on the survey

12) Memorandum of Site Agreement between City of Roseville, a Minnesota municipal corporation and Sprint Spectrum L.P., a Delaware limited partnership dated 9/15/2003 recorded 2/3/2004 in Instrument No. 3725592.

There are no descriptions for a specific lease area or any specific easements described in this document. The lease area covers the entire parent parcel and is not shown on the survey.

13) Memorandum of Lease Agreement between City of Roseville, a Minnesota municipal corporation and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless dated 5/24/2004 recorded 7/6/2004 in Instrument No. 3769379

There are no descriptions for a specific lease area or any specific easements described in this document. The lease area covers the entire parent parcel and is not shown on the survey.

**PROPOSED LEASE AREA DESCRIPTION:**

That part of the Southeast Quarter of the Southeast Quarter of Section 3, Township 29 North, Range 23 West of the Fourth Principal Meridian, Ramsey County, Minnesota, described as follows:

Commencing at the southeast corner of said Southeast Quarter; thence North 0 degrees 37 minutes 44 seconds West along the East line of said Southeast Quarter of the Southeast Quarter, a distance of 697.98 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 264.48 feet to the Point of Beginning of the lease area to be described; thence North 0 degrees 00 minutes 00 seconds East, a distance of 12.00 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 30.00 feet; thence South 0 degrees 00 minutes 00 seconds West, a distance of 12.00 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 30.00 feet to the Point of Beginning.

**PROPOSED NON-EXCLUSIVE ACCESS AND UTILITY ROUTE DESCRIPTIONS:**

An 8.00 foot wide route for ingress, egress and utility purposes over, under and across the Southeast Quarter of the Southeast Quarter of Section 3, Township 29 North, Range 23 West of the Fourth Principal Meridian, Ramsey County, Minnesota, the centerline of said easement is described as follows:

Commencing at the southeast corner of said Southeast Quarter, thence North 0 degrees 37 minutes 44 seconds West along the East line of said Southeast Quarter of the Southeast Quarter, a distance of 697.98 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 260.48 feet to the Point of Beginning of the centerline to be described; thence North 0 degrees 00 minutes 00 seconds East, a distance of 15.00 feet to a point hereinafter referred to as Point "A"; thence continue North 0 degrees 00 minutes 00 seconds East, a distance of 3.00 feet and said centerline there terminating

TOGETHER WITH

A 8.00 foot wide route for ingress, egress and utility purposes over, under and across said Southeast Quarter of the Southeast Quarter, the centerline of said easement is described as follows:

Beginning at previously described Point "A"; thence South 90 degrees 00 minutes 00 seconds West, a distance of 28.00 feet and said centerline there terminating

AND

A 12.00 foot wide route for ingress, egress and utility purposes over, under and across the Southeast Quarter of the Southeast Quarter of Section 3, Township 29 North, Range 23 West of the Fourth Principal Meridian, Ramsey County, Minnesota, the centerline of said easement is described as follows:

Commencing at the southeast corner of said Southeast Quarter; thence North 0 degrees 37 minutes 44 seconds West along the East line of said Southeast Quarter of the Southeast Quarter, a distance of 697.98 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 264.48 feet; thence North 0 degrees 00 minutes 00 seconds East, a distance of 12.00 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 24.00 feet to a point hereinafter referred to as Point "B"; thence continue South 90 degrees 00 minutes 00 seconds East, a distance of 6.00 feet; thence South 0 degrees 00 minutes 00 seconds West, a distance of 0.29 feet to the Point of Beginning of the centerline to be described; thence South 90 degrees 00 minutes 00 seconds West, a distance of 45.00 feet and said centerline there terminating

TOGETHER WITH

A 12.00 foot wide route for ingress, egress and utility purposes over, under and across said Southeast Quarter of the Southeast Quarter, the centerline of said easement is described as follows:

Beginning at previously described Point "A"; thence North 0 degrees 00 minutes 00 seconds East, a distance of 6.49 feet to the South right of way line of Woodhill Drive and said centerline there terminating

The sidelines of said easement shall be shortened or lengthened to terminate at said South right of way line of Woodhill Drive


at&t
4500 MARKET POINTE DRIVE, SUITE 300
BLOOMINGTON, MINNESOTA 55435


SITE NAME: HOWARD JOHNSON PARK

SITE NUMBER: MPLSMNU1242

2661 Civic Center Drive
Roseville, MN 55113

| No. | Date | REVISIONS | By | CHK | APP'D |
|---|---|---|---|---|---|
| | | | | | |

FIELD WORK: 5/16/13 | CHECKED BY: BTB | DRAWN BY: SMK

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: Bryan T. Balcome
BRYAN T. BALCOME, L.S.

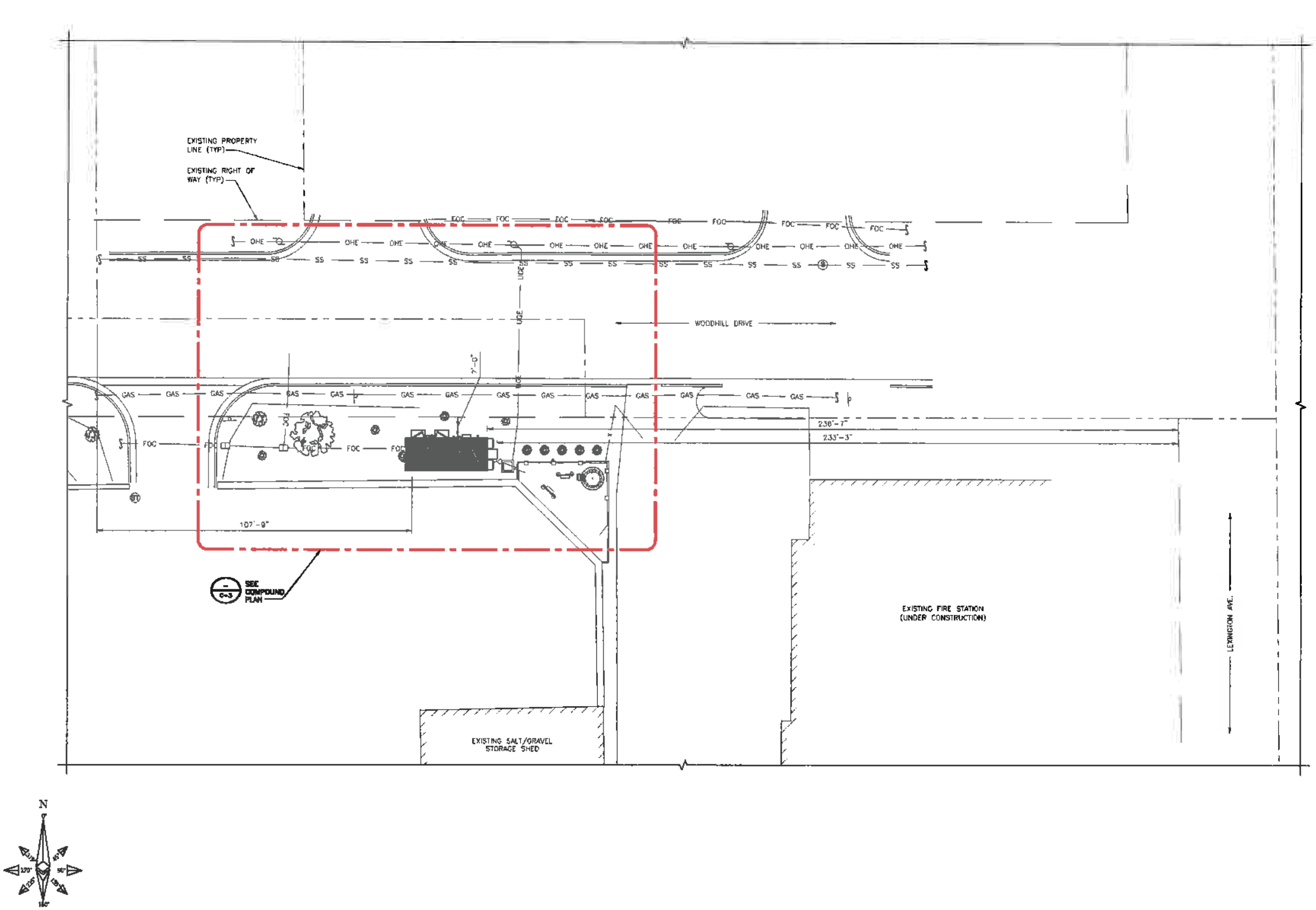
DATE: 11/4/13 LICENSE # 42584

FULL SCALE ON 22"x34"
HALF SCALE ON 11"x17"

0494A0701.000




WIDSETH SMITH NOLTING
Engineering
Architecture
Surveying
Environmental




OVERALL SITE PLAN

1/16"=1'-0"

1

APPLICANT/OWNER:

AT&T MOBILITY

4300 MARKET POINTE DR.
BLOOMINGTON, MN 55435

PREPARED BY:

BLACK & VEATCH

10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

PROJECT NUMBER: 122051

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

PRINT NAME: ROBLEY A. EVANS

SIGNATURE:

DATE: 10/21/13 LICENSE# 43119
EXP. 6/14

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

LANDLORD/PROPERTY OWNER SIGNATURE

| REV | DATE | DESCRIPTION |
|---|---|---|
| 0 | 10/21/13 | ISSUED FOR CONSTRUCTION |

PROJECT LOCATION:

HOWARD JOHNSON PARK

2661 CIVIC CENTER DRIVE
ROSEVILLE, MN 55113

DRAWING DESCRIPTION:

OVERALL SITE PLAN

DRAWING NUMBER:

C-1

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED LTE GPS ANTENNA AND TRANSMITTING ANTENNAS.
3. PROPERTY LINES ARE APPROXIMATIONS ONLY.
4. ANTENNAS & MOUNTS OMITTED FOR CLARITY.
5. FOR FIBER TRUNK REF AT&T LTE GUIDE LINES REV. 1.9 PAGE 13 TABLE 2.1.2.
6. FOR DC POWER CABLE TRUNK REF AT&T LTE GUIDE LINES REV 1.9 PAGE 14 TABLE 2.1.3
7. EXISTING FIBER OPTIC CABLE SHALL BE SLEEVED INSIDE STEEL CONDUIT UNDER THE PROPOSED SHELTER TO A DISTANCE OF 5'-0" BEYOND. FINAL DESIGN WILL BE COORDINATED WITH THE CITY. (HAND DIGGING REQUIRED).

## NOTES

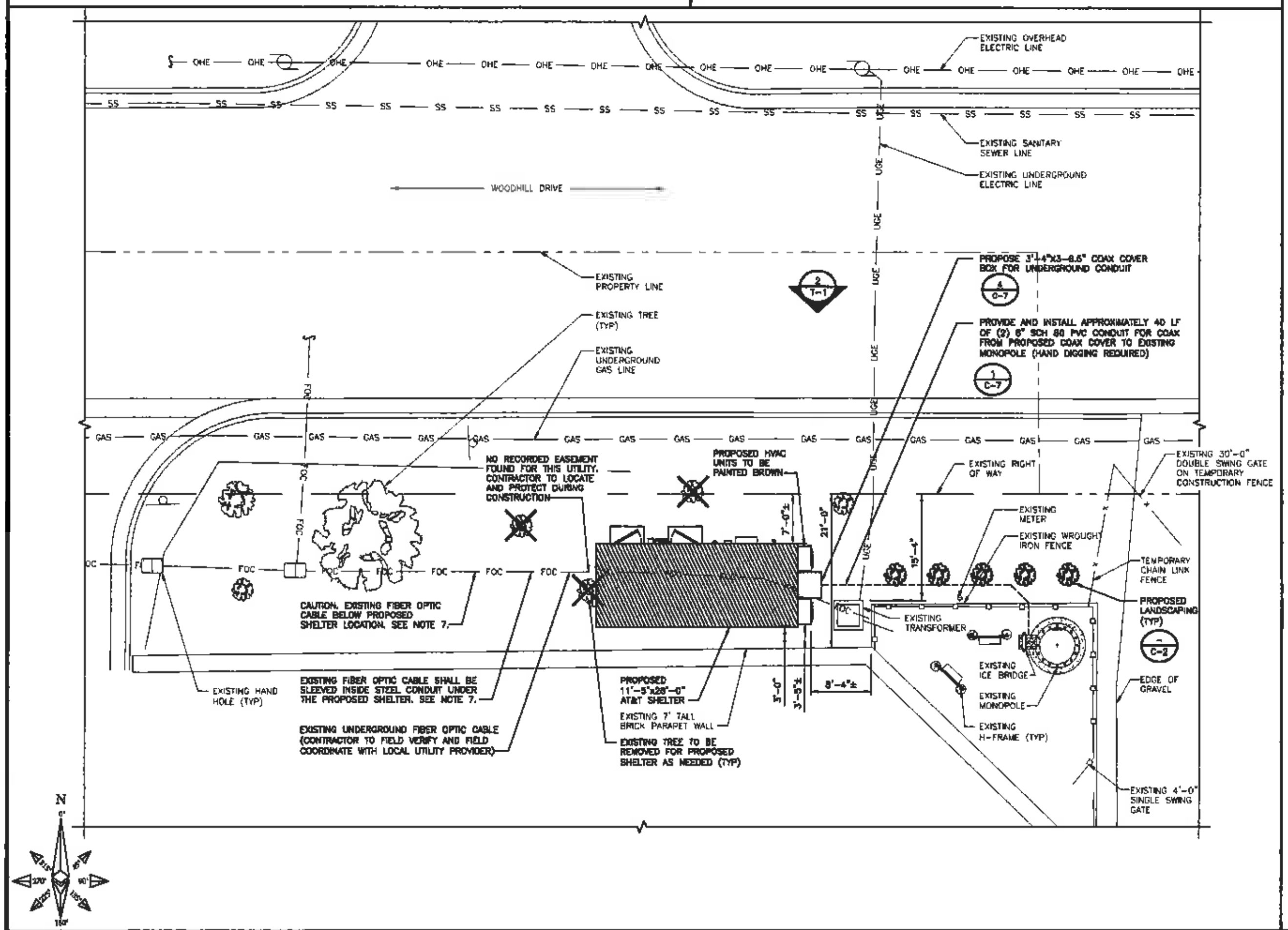
WROUGHT IRON FENCE

CHAINLINK FENCE

LEASE AREA

EXISTING ICE BRIDGE

## LEGEND




COMPOUND PLAN | 1

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE.

THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

PROPOSED-SITE
INSTALL (1) 11'-5"X28'-0" FIBERBOND EQUIPMENT SHELTER

PROPOSED-TOWER
INSTALL (1) VALMONT SITE PRO 1 RMQLP-496 LOW PROFILE PLATFORM WITH HRK-14 HANDRAIL KIT.
INSTALL (6) ALCATEL-LUCENT RRH LTE 700L P2, 2 PER SECTOR
INSTALL (3) ALCATEL-LUCENT 9442 RRH AWS, 1 PER SECTOR
INSTALL (3) ALCATEL-LUCENT UMTS 850 RRH, 1 PER SECTOR
INSTALL (3) ALCATEL-LUCENT UMTS 1900 RRH, 1 PER SECTOR
INSTALL (3) ALCATEL-LUCENT 3JR39281AAAA ANTENNAS, 1 PER SECTOR
INSTALL (6) KATHREIN 800106892V01 ANTENNAS, 2 PER SECTOR
INSTALL (1) RAYCAP DC6-48-60-18-8F SURGE PROTECTION UNITS
INSTALL (2) RAYCAP DC6-48-60-0-8F SURGE PROTECTION UNITS
INSTALL (12) ANDREW P/N MT-537 ANTENNA MOUNTING PIPES
INSTALL (MULTIPLE) ANDREW P/N MT-219-H PIPE MOUNT KIT
INSTALL (6) DC POWER CABLES
INSTALL (1) FIBER CABLE
INSTALL (1) ALARM CABLE

PROPOSED-SHELTER
INSTALL (1) EMERSON POWER BAY
INSTALL (1) EMERSON BATTERY STACK
INSTALL (2) 23" FIF RACK
INSTALL (1) GENERATOR
INSTALL (1) LTE GPS UNIT

AT&T TO VERIFY REQUIRED SHELTER EQUIPMENT.

## PROJECT DESCRIPTION

APPLICANT/OWNER:

AT&T MOBILITY

4300 MARKET POINTE DR.
BLOOMINGTON, MN 55435

PREPARED BY:

BLACK & VEATCH

10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

PROJECT NUMBER: 122051

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

PRINT NAME: ROBLEY A. EVANS

SIGNATURE:

DATE: 10/21/13 LICENSE# 43119
EXP. 6/14

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LANDLORD/PROPERTY OWNER SIGNATURE

| REV | DATE | DESCRIPTION |
|---|---|---|
| 0 | 10/21/13 | ISSUED FOR CONSTRUCTION |

PROJECT LOCATION:

HOWARD JOHNSON PARK

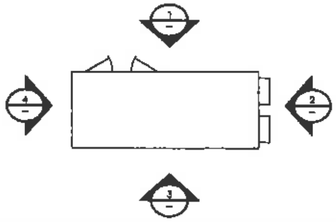
2661 CIVIC CENTER DRIVE
ROSEVILLE, MN 55113

DRAWING DESCRIPTION:

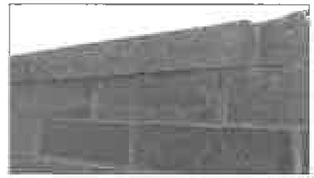
COMPOUND PLAN

DRAWING NUMBER:

C-3



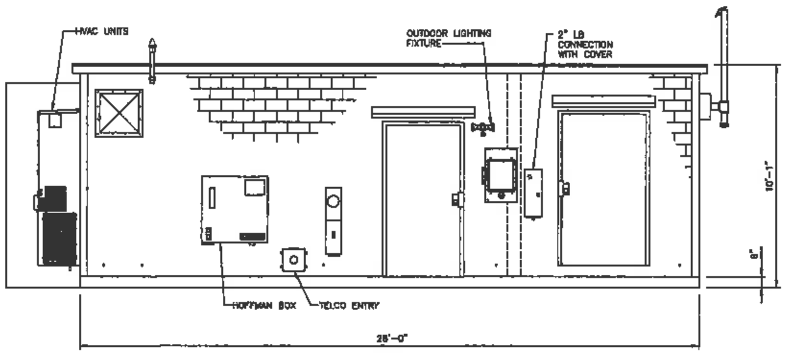

KEY



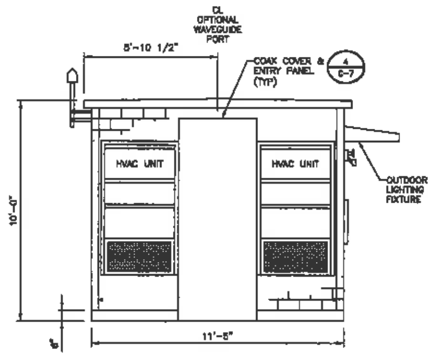

SHELTER EXTERIOR FINISH

1. ALL HATCH PORTS ARE SHIPPED WITH BLANK COVER PLATES. COAX HATCH PLATE IS SHIPPED LOOSE WITH SHELTER AND INSTALLED BY GENERAL CONTRACTOR.
2. GROUND BAR AND CANOPY ARE SHIPPED LOOSE WITH SHELTER AND INSTALLED BY GENERAL CONTRACTOR.
3. PROPOSED SHELTER EXTERIOR SHALL BE Z-BRICK OR BLOCK FACADE TO MATCH EXISTING ADJACENT WALL.
4. PROPOSED HVAC UNITS AND EXHAUST HOODS SHALL BE PAINTED BROWN TO MATCH.

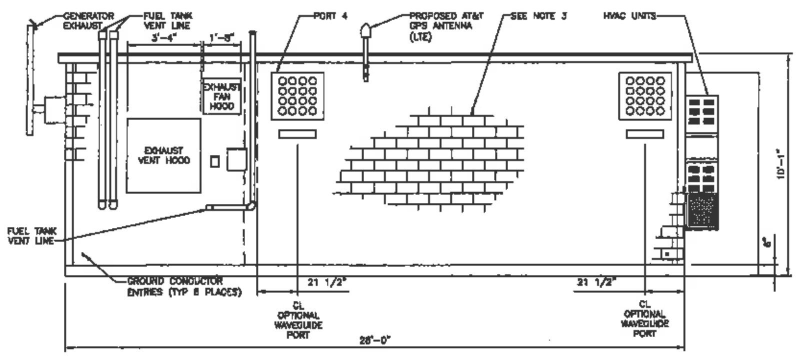
NOTES



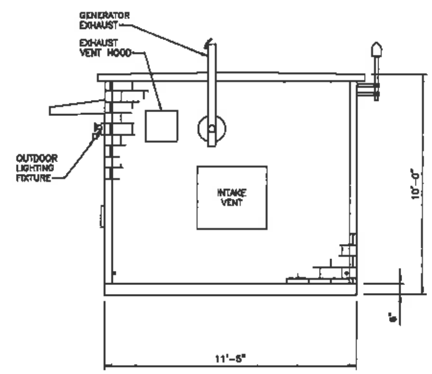

ELEVATION FRONT | 12"6"0 1' 2' 3' 4' 5' 6' 7' 3/8"=1'-0" | 1




ELEVATION RIGHT | 12"6"0 1' 2' 3' 4' 5' 6' 7' 3/8"=1'-0" | 2




ELEVATION BACK | 12"6"0 1' 2' 3' 4' 5' 6' 7' 3/8"=1'-0" | 3




ELEVATION LEFT | 12"6"0 1' 2' 3' 4' 5' 6' 7' 3/8"=1'-0" | 4

APPLICANT/OWNER:

AT&T MOBILITY

4300 MARKET POINTE DR.
BLOOMINGTON, MN 55435

PREPARED BY:

BLACK & VEATCH

10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

PROJECT NUMBER: 122051

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

PRINT NAME: ROBLEY A. EVANS

SIGNATURE: [signature]

DATE: 10/21/13 LICENSE# 43119 EXP. 6/14

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LANDLORD/PROPERTY OWNER SIGNATURE

| REV | DATE | DESCRIPTION |
|---|---|---|
| D | 10/21/13 | ISSUED FOR CONSTRUCTION |

PROJECT LOCATION:

HOWARD JOHNSON PARK

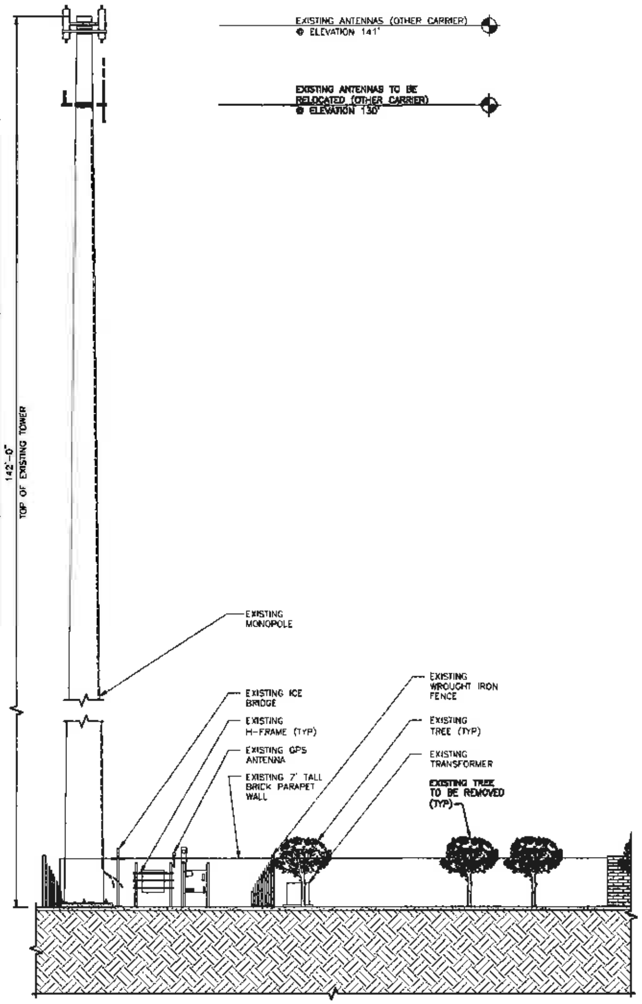
2661 CIVIC CENTER DRIVE
ROSEVILLE, MN 55113

DRAWING DESCRIPTION:

SHELTER DETAILS

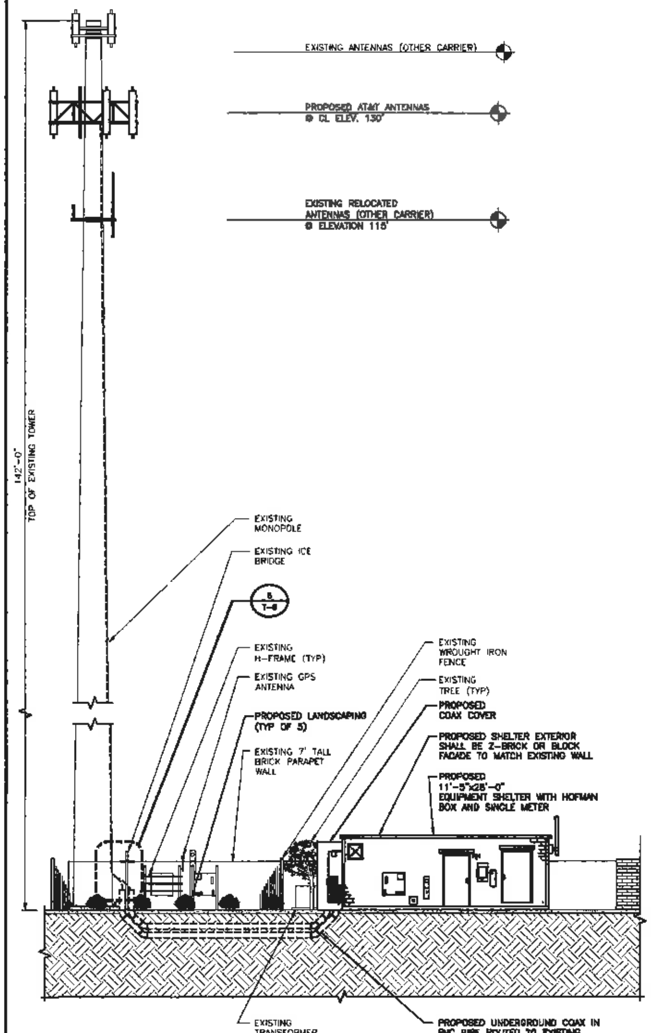
DRAWING NUMBER:

C-5




NOTE: EXISTING FENCE NOT SHOWN ENTIRELY FOR CLARITY.

**EXISTING TOWER SOUTH ELEVATION** — 1/8"=1'-0" — 1




NOTE: EXISTING FENCE NOT SHOWN ENTIRELY FOR CLARITY.

**PROPOSED TOWER SOUTH ELEVATION** — 1/8"=1'-0" — 2

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THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

PROPOSED-SITE
INSTALL (1) 11'-5"X28'-0" FIBERBOND EQUIPMENT SHELTER

PROPOSED-TOWER
INSTALL (1) VALMONT SITE PRO 1 RMQLP-496 LOW PROFILE PLATFORM WITH HRK-14 HANDRAIL KIT.
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INSTALL (3) ALCATEL-LUCENT 9442 RRH AWS, 1 PER SECTOR
INSTALL (3) ALCATEL-LUCENT UMTS 850 RRH, 1 PER SECTOR
INSTALL (3) ALCATEL-LUCENT UMTS 1900 RRH, 1 PER SECTOR
INSTALL (3) ALCATEL-LUCENT 3JR39281AAAA ANTENNAS, 1 PER SECTOR
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INSTALL (2) RAYCAP DC6-48-60-0-8F SURGE PROTECTION UNITS
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INSTALL (MULTIPLE) ANDREW P/N MT-219-H PIPE MOUNT KIT
INSTALL (6) DC POWER CABLES
INSTALL (1) FIBER CABLE
INSTALL (1) ALARM CABLE

PROPOSED-SHELTER
INSTALL (1) EMERSON POWER BAY
INSTALL (1) EMERSON BATTERY STACK
INSTALL (2) 23" FIF RACK
INSTALL (1) GENERATOR
INSTALL (1) LTE GPS UNIT

AT&T TO VERIFY REQUIRED SHELTER EQUIPMENT.

## PROJECT DESCRIPTION

CONTRACTOR TO COORDINATE AND MOVE EXISTING CITY ANTENNAS TO 115'-0" RAD CENTER

## NOTES

THE EXISTING TOWER SHALL BE ANALYZED TO DETERMINE ITS STRUCTURAL CAPACITY TO CARRY THE PROPOSED COAX AND ANTENNAS. THESE DRAWINGS HAVE BEEN CREATED BASED ON THE ASSUMPTION THAT THE TOWER HAS SUFFICIENT CAPACITY TO SUPPORT THE PROPOSED LOADS. THE STRUCTURAL ANALYSIS IS TO BE COMPLETED BY THE TOWER OWNER, AMERICAN TOWER CORPORATION.

## STRUCTURAL NOTE

APPLICANT/OWNER:

**AT&T MOBILITY**

4300 MARKET POINTE DR.
BLOOMINGTON, MN 55435

PREPARED BY:

**BLACK & VEATCH**

10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

PROJECT NUMBER: 122051

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

PRINT NAME: ROBLEY A. EVANS

SIGNATURE: [signature]

DATE: 10/21/13 LICENSE# 43119 EXP. 6/14

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LANDLORD/PROPERTY OWNER SIGNATURE

| REV | DATE | DESCRIPTION |
|---|---|---|
| 0 | 10/21/13 | ISSUED FOR CONSTRUCTION |

PROJECT LOCATION:

HOWARD JOHNSON PARK

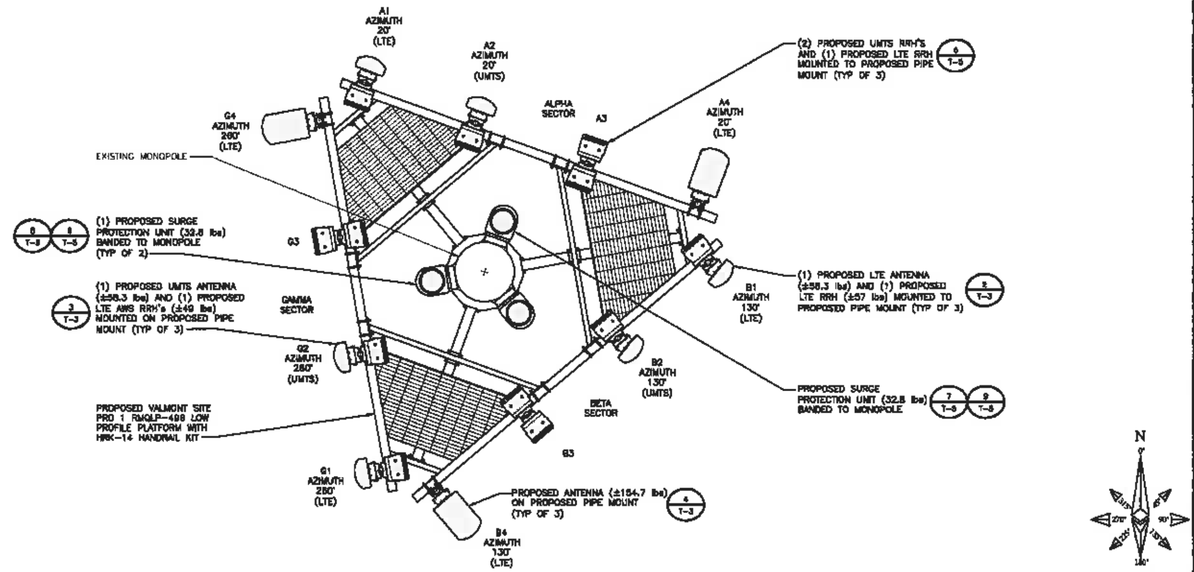
2661 CIVIC CENTER DRIVE
ROSEVILLE, MN 55113

DRAWING DESCRIPTION:

TOWER ELEVATION

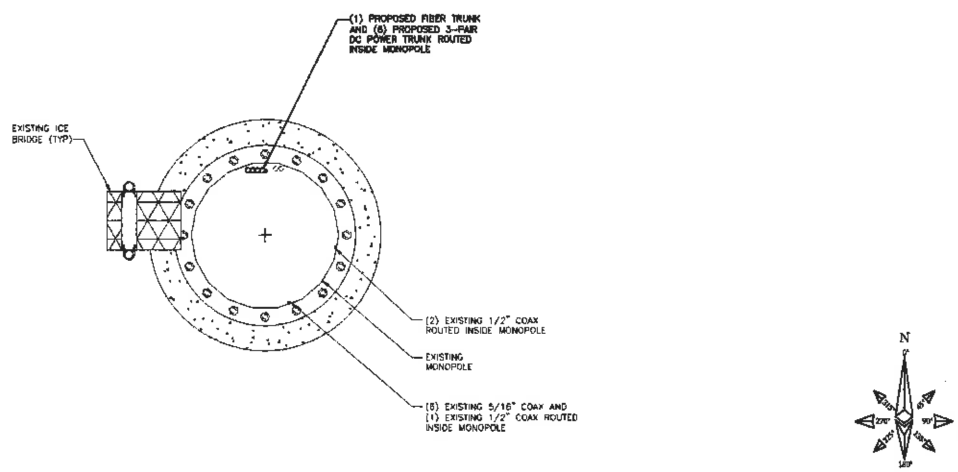
DRAWING NUMBER:

**T-1**




ANTENNA LAYOUT PLAN

1/2"=1'-0" | 1




COAX ROUTING DIAGRAM

1/2"=1'-0" | 2

1. RAYCAP DC6-48-60-18-8F SURGE SUPPRESSOR WILL ROUTE FIBER TO ALL TOWER MOUNTED RRH'S AND POWER TO ALPHAS SECTOR RRH'S.
2. RAYCAP DC6-48-60-0-8F SURGE SUPPRESSOR WILL ROUTE POWER TO BETA SECTOR AND GAMMA SECTOR.
3. IF PROPOSED ALU-LTE ANTENNA IS NOT AVAILABLE DURING INITIAL INSTALLATION, UMTS ANTENNA SHALL BE INSTALLED ON ALU-LTE MOUNT PIPE IN INTERIM. THEN WILL BE MOVED TO POSITION SHOWN UPON ALU-LTE ANTENNA INSTALLATION FOR LOAD DISTRIBUTION. RRH'S TO REMAIN AS SHOWN. CONTRACTOR TO VERIFY. (TYP. PER SECTOR.)

NOTES

APPLICANT/OWNER:

**AT&T MOBILITY**

4300 MARKET POINTE DR.
BLOOMINGTON, MN 55435

PREPARED BY:

BLACK & VEATCH

10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

PROJECT NUMBER: 122051

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PRINT NAME: ROBLEY A. EVANS

SIGNATURE: Robley A. Evans

DATE: 10/21/13 LICENSE# 43119 EXP. 6/14

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LANDLORD/PROPERTY OWNER SIGNATURE

| REV | DATE | DESCRIPTION |
|---|---|---|
| 0 | 10/21/13 | ISSUED FOR CONSTRUCTION |

PROJECT LOCATION:

HOWARD JOHNSON PARK

2661 CIVIC CENTER DRIVE
ROSEVILLE, MN 55113

DRAWING DESCRIPTION:

ANTENNA CONFIGURATION

DRAWING NUMBER:

**T-2**

ROSEVILLE

# REQUEST FOR COUNCIL ACTION

Date: 12/9/2013
Item No.: 7.j

Department Approval

City Manager Approval

Item Description: Approve a Resolution delegating Ramsey Washington Metro Watershed District as the Local Government Unit (LGU) administering the Wetland Conservation Act (WCA) within the City of Roseville

## BACKGROUND

In 2012, the Cities of Roseville and Shoreview dissolved the Grass Lake Watershed Management Organization with the intent of improving water resource and wetland management in these areas of the cities. Ramsey Washington Metro Watershed District (RWMWD as a permitting authority is the Wetland Conservation Act (WCA) authority in the other cities in its management area. The transition of the watershed responsibilities is now complete and the City now needs to pass a resolution delegating the authority under the Wetland Conservation Act to the RWMWD. The City of Shoreview passed this resolution at their November 18, 2013 city council meeting.

In 1991, the State passed the Wetland Conservation Act (WCA). The intent of this act is no net loss of wetlands within the State of Minnesota. This law is implemented by a local governmental unit (LGU). The LGU can be the City, the watershed district, the County, or even the Soil and Water Conservation districts.

For more than 20 years, the City served as the LGU for the former Grass Lake Water Management Organization (GLWMO) on behalf of GLWMO. Since the Joint Powers Agreement establishing the GLWMO between the cities of Roseville and Shoreview has now dissolved, jurisdiction for water management has been transferred to the RWMWD by the Minnesota Board of Water and Soil Resources.

A City Council Resolution is needed to transfer LGU authority and delegate the WCA responsibilities to the RWMWD. After adoption a copy of the Resolution will be sent to the RWMWD for their board approval. Once adopted, the City will no longer serve as the LGU authority and local watershed districts will serve as the LGU to implement the WCA within the City limits. Currently Rice Creek Watershed serves as the LGU for the portion of the City within its boundaries.

As part of the Wetland Conservation Act, the LGU will follow a series of steps to assure the no net loss criteria is met for development proposals impacting wetland areas. This consists of avoidance, sequencing, mitigation, and replacement. The watershed responsibility as the LGU is to assure that proper steps are taken and for whichever alternative is selected, that the process is carried through in accordance with the WCA with the intent of preserving the wetland acreage within the City of Roseville.

## POLICY OBJECTIVE

One of the goals of the City's Comprehensive Surface Water Management Plan (CSWMP) is to transfer responsibility of WCA administration for the former Grass Lake Watershed District area to RWMWD.

The Rice Creek Watershed District already serves as the LGU within their district borders. RWMWD will record the transfer of authority with the Minnesota Board of Water and Soil Resources.

## Financial Impacts

There is no direct cost to the City to transfer the regulating authority to RWMWD. RWMWD staff is more equipped to regulate wetlands; transferring LGU authority will allow City staff to work on other goals of the CSWMP.

## Staff Recommendation

Staff recommends approval of a resolution delegating Ramsey Washington Metro Watershed District as the Local Government Unit (LGU) administering the Wetland Conservation Act (WCA) within the legal boundaries of the City of Roseville, in accordance with Minnesota Rules, Chapter 8420.

## Requested Council Action

Approve a Resolution delegating Ramsey Washington Metro Watershed District as the Local Government Unit (LGU) administering the Wetland Conservation Act (WCA) within its legal boundaries in the City of Roseville, in accordance with Minnesota Rules, Chapter 8420.

Prepared by: Kristine Giga
Attachment: A: Resolution

Attachment A

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

* * * * * * * * * * * * * * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 9th day of December, 2013, at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

**RESOLUTION No.**

**A RESOLUTION REGARDING THE ADMINISTRATION OF THE MINNESOTA WETLAND CONSERVATION ACT**

WHEREAS, the Minnesota Wetland Conservation Act of 1991 (WCA) requires local government units (LGUs) to implement the rules and regulations promulgated by the Board of Water and Soil Resources (BWSR) pertaining to wetland draining, filling and excavation; and

WHEREAS**,** Minnesota Rules, chapter 8420 have been adopted by BWSR in accordance with the rulemaking provisions of Minnesota Statutes, chapter 14, for the purpose of implementing WCA; and

WHEREAS**,** Minnesota Rules 8420.0200, Subpart 1, Item E allows a county, city, or town to delegate implementation of chapter 8420 and the act to another governmental entity by the passage of resolutions by both parties; and

WHEREAS**,** both parties must provide notice to BWSR, the Department of Natural Resources, and the Soil and Water Conservation District of the delegation, including a copy of the resolution and a description of the applicable geographic area, within 15 business days of adoption of the resolution.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Roseville that:

The authority and administrative responsibility to implement WCA as the LGU within the legal boundaries of the City of Roseville is delegated to Ramsey-Washington Metro

Watershed District as of December 9, 2013, in accordance with Minnesota Rules, Chapter 8420.

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

WHEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA )<br>
) ss<br>
COUNTY OF RAMSEY )

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 9th day of December, 2013, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 9th day of December, 2013.

____________________________________
Patrick Trudgeon, Interim City Manager

(Seal)

ROSEVILLE

# REQUEST FOR COUNCIL ACTION

Date: 12/09/13
Item No.: 7.k

Department Approval

City Manager Approval

Item Description: Consider Approving IT Shared Service Agreement with the City of Blaine

## BACKGROUND

Minnesota State Statute 471.59 authorizes political subdivisions of the State to enter into joint powers agreements (JPA) or shared services agreements for the joint exercise of powers that are common to each. Over the past several months, the City of Blaine and the City of Roseville have held on-going discussions in regards to the sharing of the City's internet connection. Our current internet connection has excess capacity and by partnering with the City of Blaine we have the opportunity to capture a revenue source to offset our own costs.

In recent weeks, the discussion with the City of Blaine has evolved to consider the possibility of expanding the partnership beyond the sharing of an internet connection at some point in the future. While this is not being contemplated at this time, City Staff believe it is appropriate to structure a services agreement that would accommodate this opportunity. As a result, the Council is asked to consider authorizing an agreement that is more broad-based and open-ended than most of our existing JPA's. This comes with the understanding that the Council would be authorizing any subsequent expansion of the partnership that would require additional local funds.

Future considerations may include the use of Blaine IT Staff to perform assigned duties within the Metro I-Net consortium of government agencies. This could alleviate the need for the City to hire additional IT Staff to serve this role. Again, at this time the partnership with Blaine is limited to the sharing of our internet connection.

The City of Roseville currently employs twelve full-time employees and one part-time employee to administer the information systems for the City of Roseville and 31 other municipal and governmental agencies.

The attached Shared Service Agreement has been conceptually approved by the City of Blaine and is awaiting approval from the Roseville City Council. The City of Blaine expects to approve this agreement later this month.

## POLICY OBJECTIVE

Joint cooperative ventures are consistent with past practices as well as the goals and strategies outlined in the Imagine Roseville 2025 process.

## FINANCIAL IMPACTS

The proposed agreement provides non-tax revenues to support City operations. The sharing of the internet connection will offset the City's costs.

## STAFF RECOMMENDATION

Staff recommends the Council approve the attached IT Shared Service Agreement.

## REQUESTED COUNCIL ACTION

Approve the attached Information Technology Shared Service Agreement with the City of Blaine for the purposes of sharing Roseville's internet connection.

Prepared by: Chris Miller, Finance Director
Attachments: A: IT Shared Service Agreement with the City of Blaine

# INFORMATION TECHNOLOGY SHARED SERVICE AGREEMENT

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

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

WHEREAS: The purpose of this Agreement is to define the terms and conditions under which services will be defined and provided between Roseville, by and through Roseville's Information Technology Division ("Roseville IT") and the City of Blaine, by and through Blaine's Information Services Division ("Blaine IS"). Under this Agreement, either party may provide services to the other.

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

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

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

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

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

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

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

**1.6** "Holidays" includes New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, Christmas Eve, Christmas Day, and other days that are customarily recognized by either party.

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

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

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

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

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

## SECTION 2 - EFFECTIVE DATE

The effective date of this Agreement is January 2, 2014 or the last date of signature by all parties, whichever is later and remains in effect until termination, as set forth in Section 3 of this Agreement.

## SECTION 3 - TERMINATION

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

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

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

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

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

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

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

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

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

## SECTION 4 - COORDINATION AND COMMUNICATION

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

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

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

## SECTION 5 - DISPUTE RESOLUTION

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

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

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

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

## SECTION 6 - INDEPENDENT CONTRACTOR

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

## SECTION 7 - ASSIGNMENT/SUBCONTRACTING

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

## SECTION 8 - HOLD HARMLESS INDEMNIFICATION

Each party agrees to indemnify, defend, save and hold harmless the other, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, its negligent acts or omissions under this Agreement.

## SECTION 9 - NOTICE

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

| City of Blaine | City of Roseville |
|---|---|
| Name: Dennis Peters | Name: Terrence Heiser |
| Title: Information Services Director | Title: Information Technology Manager |
| Email: DPETERS@ci.blaine.mn.us | Email: network.manager@metro-inet.us |
| Address:<br>10801 Town Square Drive NE<br>Blaine, MN 55449 | Address:<br>2660 Civic Center Drive<br>Roseville, MN 55113 |

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

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

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

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

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

## SECTION 10 - SERVICES AND TASK ORDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

**(a)** Performance-related service levels.

**(b)** Progress towards deliverables.

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

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

## SECTION 11 - FINANCIAL TERMS AND PAYMENT PROCESS

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

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

**11.3** Invoices shall include:

**(a)** Total of all charges represented on the invoice.

**(b)** Itemization by Task Order and as further instructed within the Task Order.

**(c)** Copies of third-party invoices representing a basis for the invoiced charge.

**(d)** Any other detail as may be specified within the related Task Order.

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

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

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

## SECTION 12 - PERSONNEL

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

**12.2** If the Recipient believes that the performance or conduct of any person employed or retained by the Provider to perform obligations under this Agreement is unsatisfactory for any reason, or is not in compliance with the provision of this Agreement, the Recipient will notify the Provider. The Provider will establish a plan to resolve the issue within a deadline agreeable to the Recipient. If a mutually acceptable solution can not be reached, the parties agree to follow the dispute resolution procedures set forth in Section 5.

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

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

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

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

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

## SECTION 13 - TECHNOLOGY PLANNING

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

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

**IN WITNESS WHEREOF**, Blaine and Roseville have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the 2nd day of January, 2014.

| City of Blaine | City of Roseville |
|---|---|
| **By:** | By: |
| Name: Tom Ryan | Name:  Dan Roe |
| Title: Mayor | Title: Mayor |
| | |
| **City of Blaine** | **City of Roseville** |
| By: | By: |
| Name: Clark Arneson | Name: Patrick Trudgeon |
| Title: City Manager | Title: Acting City Manager |

ROSEVILLE

# REQUEST FOR COUNCIL ACTION

Date: 12/09/2013
Item No.: 12.a

Department Approval

City Manager Approval

Item Description: Consider Adopting a Final 2014 Tax Levy and Budget

## BACKGROUND

State Statute requires all cities in excess of 2,500 in population, to adopt a final tax levy and budget by December 30th for the upcoming fiscal year. The final levy amount must not exceed the preliminary levy that was established in September. However, the Council has discretion in modifying the budget at any time.

At the September 9, 2013 City Council meeting, the Council adopted a 2014 preliminary, not-to-exceed tax levy and budget. A summary is presented below.

## 2014 Recommended Budget

The 2014 City Manager Recommended Budget for the tax-supported programs is $23,084,285, an increase of $1,299,483 or 6.0%. The increase includes $560,000 for the remaining debt obligations associated with the Parks Renewal Program. It also includes $225,000 in additional capital funding that was made possible by an appropriation of Local Government Aid. The LGA has been earmarked for Information Technology ($75,000) and Building Replacement ($150,000) consistent with the recommendations put forth by the previous CIP Subcommittee. Finally, it includes additional monies for a new full-time Volunteer Coordinator position.

The remaining funding increase is needed to maintain current programs and services that residents have come to expect. This operating budget increase amounts to a 2.0% increase which is comparable to the rate of inflation expected by most economic forecasts. Highlights of the recommended operating budget increases for the tax-supported programs include the following:

### 2014 Tax Levy Funded Increases

| Description | Amount |
|---|---|
| Implement 3.26% Compensation market adjustment | $157,190 |
| Implement add'l market adjustment for selected employees | 20,000 |
| Add a Park Maintenance Operator position | 60,000 |
| Provide for additional Police overtime | 10,000 |
| Provide for Police New American Forums materials | 1,000 |
| Less Employee Wellness Program funding reduction | (20,000) |
| Suspend Merit Pay | (30,000) |
| Unassigned | 705 |
| Total | **$198,895** |

** Note, Merit Pay of $30,000 shown in the above table was temporarily suspended pending Council approval of a new Merit Pay Plan Policy, but can be funded out of contingency funds set aside in the annual General Fund budget.

**2014 Cash Reserve Funded Increases**

| Description | Amount |
|---|---|
| 2% Employee cost-of-living adjustment | $ 165,000 |
| Employee wage step increases | 80,000 |
| Employee Healthcare | 50,000 |
| PERA increase mandate | 30,000 |
| Dispatching | 65,000 |
| General Inflation | 47,000 |
| Volunteer Coordinator Position | 76,225 |
| Reduction from sales tax exemption | (40,000) |
| Reduced City Contribution to Fire Relief per actuarial study | (80,000) |
| | |
| Total | **$393,225** |

Volunteer Coordinator Position

Based on discussion as part of the December 2nd City Council meeting about the creation of a new Volunteer Coordinator position, staff is bringing back information about the costs of the position for consideration as part of the 2014 budget.

For the new position to be competitive in the market place and taking into account our existing wage and benefit structure, we would need to allocate $76,000 for personnel costs for the position, with $52,790 initially going for wages. There is also a need of another $5,000 for office equipment and computer. Therefore, the total amount that would be needed for the creation of the Volunteer Coordinator would be $81,000.

Staff would propose that the position be funded out of general fund reserves with the intention of funding this position out of levy funds in future years. If this position is funded as part of the 2014 budget, staff will work on creating a job description and begin recruiting in early 2014.

The City Manager Recommended Budget for the non tax-supported programs as recently adjusted is $27,585,275, an increase of $3,931,307 or 16.6%. This is $41,000 less than the original Recommended Budget for these programs which is no longer needed to implement the results from the Compensation Study as well as a reduction for the recently-approved Recycling Pickup contract. The overall Budget increase is due to higher planned capital outlays ($1.5 million), tax increment financing activities ($1.7 million), and added costs associated with the purchase of water from the City of St. Paul and wastewater treatment charges from the Met Council.

It also includes additional funding to add two new positions in the Information Technology division which are being funded primarily from other governmental agencies that have partnered with the City, as well as a new Code Compliance Officer-Rental Licensing that will be funded out of the Rental Licensing Program. More information on this position is presented below.

Code Compliance Officer – Rental Licensing

With the upcoming implementation of Roseville's Rental Licensing program in 2014, there is a need to increase staff time dedicated toward conducting the rental inspections and administration of the Rental Licensing program. As has previously been discussed, staff is recommending that a new Code Compliance Officer position be filled. This position will eventually be a dual position that handles both the rental licensing program and the Neighborhood Enhancement Program funded by the Roseville HRA. For 2014, given the need to start up the licensing program as well as conducting numerous inspections, it is planned for the position to focus exclusively on the rental licensing program. In 2015 and beyond, this position will spend approximately half the time with the rental licensing program and half the time with the HRA's Neighborhood Enhancement Program.

The costs for this full-time position are $69,080 (salary and benefits) with an additional $9,470 for equipment and materials for the program. Therefore the total cost of the position will be $78,550 in 2014. These costs will be completely funded by the revenues from the rental licensing program and no levy dollars are needed. In 2015 and beyond, there will continue to be revenues from the program as well as money from the HRA to fund this position. It is intended that the current NEP inspector, David Englund, will be offered the full-time position.

**2014 Recommended Budget Funding Sources**

In the General Fund, non-tax revenues are expected to remain stagnant overall for 2014. Increases in business licenses, permit fees, and court fines will be offset by a decline in interest earnings. The Parks & Recreation Fund is expected to fare slightly better with program fees increasing by approximately $41,000. The additional program fees will offset higher parks and recreation-related employee and other operating costs. As noted above, the City also expects to receive $225,000 in local government aid which will be earmarked for capital replacements.

The Recommended Budget also relies on approximately $393,225 of General Fund cash reserves which is slightly less than the $430,000 figure referenced earlier in the budget process.

**Tax Levy and Impact on Homeowners**

A summary of the tax levy impact on homeowners based on the Recommended Budget is presented below. In an effort to provide added insight not only on the 2014 Budget but also future budgets, a 7-year projection of the tax levy is shown below. The 7-year period coincides with the same period referenced in the recommendations set for the by the City Council and CIP/Budget Committee.

Proposed Tax Levy & Estimated Impact

| Levy Purpose | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 |
|---|---|---|---|---|---|---|---|---|
| Operations (a) | $ 12,543,826 | $ 12,742,721 | $ 13,540,003 | $ 13,946,203 | $ 14,364,589 | $ 14,795,526 | $ 15,239,392 | $ 15,696,574 |
| Capital (b) | 1,586,000 | 1,586,000 | 1,796,000 | 2,106,000 | 2,266,000 | 2,761,000 | 2,961,000 | 3,611,000 |
| Debt (c) | 3,140,000 | 3,700,000 | 3,480,000 | 3,330,000 | 3,330,000 | 3,055,000 | 2,995,000 | 2,230,000 |
| Total | $ 17,269,826 | $ 18,028,721 | $ 18,816,003 | $ 19,382,203 | $ 19,960,589 | $ 20,611,526 | $ 21,195,392 | $ 21,537,574 |
| | | | | | | | | |
| | | | | | | | | |
| $ Levy Increase | - | $ 758,895 | $ 787,282 | $ 566,200 | $ 578,386 | $ 650,938 | $ 583,866 | $ 342,182 |
| % Levy Increase | - | 4.4% | 4.4% | 3.0% | 3.0% | 3.3% | 2.8% | 1.6% |
| | | | | | | | | |
| **Monthly Impact (d)** | - | **$ 4.47** | **$ 3.26** | **$ 2.34** | **$ 2.39** | **$ 2.69** | **$ 2.41** | **$ 1.42** |
| % Increase | | 7.3% | 5.0% | 3.4% | 3.4% | 3.7% | 3.2% | 1.8% |

**2014 Property Tax Impact**:

- Under the 2014 Recommended Budget, the monthly impact on a median-valued home will be $4.47 per month. Only $0.83 of this amount is for day-to-day operations. The remaining is for debt service.

- In total, a median valued home will pay approximately $65 per month in property taxes. This is comparable to what that same home will pay independently for gas, electric, mobile phone, and internet connectivity.

- This 7-year tax levy projection demonstrates that the City is nearing a period of stability that will allow for inflationary-type increases moving forward in order to maintain current service levels. However, if the Council establishes new programs or initiatives, additional taxes will be likely.

A Summary of the Tax Levy by Fund is presented below

**2014 Tax Levy Summary**

| Fund / Program | 2013 | 2014 | $ Increase (Decrease) | % Increase (Decrease) |
|---|---|---|---|---|
| **Operations** | | | | |
| General Fund Programs | $ 10,258,611 | $ 10,457,506 | $ 198,895 | 1.9% |
| Parks & Recreation - Programs | 1,055,215 | 1,055,215 | - | 0.0% |
| Parks & Recreation - Maintenance | 1,020,000 | 1,020,000 | - | 0.0% |
| Pathways & Parking Lots Maintenance | 150,000 | 150,000 | - | 0.0% |
| Boulevard Landscaping | 60,000 | 60,000 | - | 0.0% |
| | 12,543,826 | 12,742,721 | 198,895 | 1.6% |
| **Vehicles & Equipment Replacements** | | | | |
| General Vehicle Replacements | 737,000 | 725,000 | (12,000) | -1.6% |
| General Equipment Replacements | 537,000 | 549,000 | 12,000 | 2.2% |
| IT Equipment Replacement | 125,000 | 200,000 | 75,000 | 60.0% |
| | 1,399,000 | 1,474,000 | 75,000 | 5.4% |
| **Facility Improvements** | | | | |
| General Facility Replacement | 122,000 | 47,000 | (75,000) | -61.5% |
| | 122,000 | 47,000 | (75,000) | -61.5% |
| **General Infrastructure Improvements** | | | | |
| Park Improvement Program | 40,000 | 40,000 | - | 0.0% |
| Street Lighting Replacement | 25,000 | 25,000 | - | 0.0% |
| | 65,000 | 65,000 | - | 0.0% |
| **Debt Service** | | | | |
| Street Replacement | 310,000 | 310,000 | - | 0.0% |
| City Hall, PW (Begin '04) | 825,000 | 825,000 | - | 0.0% |
| Ice Arena ('09) | 355,000 | 355,000 | - | 0.0% |
| Fire Station, Park Renewal I ('13) | 835,000 | 835,000 | - | 0.0% |
| Park Renewal Phase II-A ('13) | 815,000 | 815,000 | - | 0.0% |
| Park Renewal Phase II-B ('14) | - | 560,000 | 560,000 | n/a |
| | 3,140,000 | 3,700,000 | 560,000 | 17.8% |
| | | | | |
| Total Levy | $ 17,269,826 | $ 18,028,721 | $ 758,895 | 4.4% |

**POLICY OBJECTIVE**

Adopting a final budget and tax levy is required under Mn State Statutes.

**FINANCIAL IMPACTS**

See above.

**STAFF RECOMMENDATION**

Staff Recommends the Council adopt the Final 2014 Tax Levy and Budget Levy as outlined in this report and in the attached resolutions.

**REQUESTED COUNCIL ACTION**

The Council is asked to take the following separate actions:

a) Motion to consider approving the attached Resolution to adopt the 2014 Final Tax Levy
b) Motion to consider approving the attached Resolution to adopt the 2014 Final Debt Levy
c) Motion to consider approving the attached Resolution to adopt the 2014 Final Budget

Prepared by: Chris Miller, Finance Director
Attachments:
A: Resolution to adopt the 2014 Final Tax Levy
B: Resolution to adopt the 2014 Final Debt Levy
C: Resolution to adopt the 2014 Final Budget
D: Budget Summary Schedules (A-C)

Attachment A

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

* * * * * * * * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 9th day of December, 2013 at 6:00 p.m.

The following members were present: and , and the following were absent:

Member introduced the following resolution and moved its adoption:

## RESOLUTION

## RESOLUTION SUBMITTING THE FINAL PROPERTY TAX LEVY ON REAL ESTATE TO THE RAMSEY COUNTY AUDITOR FOR THE FISCAL YEAR OF 2014

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

The City of Roseville is submitting the following tax levy on real estate within the corporate limits of the City to the County Auditor in compliance with the Minnesota State Statutes.

| Purpose | Amount |
|---|---|
| Programs & Services | $ 14,328,721 |
| Debt Service | 3,700,000 |
| | |
| Total | $ 18,028,721 |

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

WHEREUPON, said resolution was declared duly passed and adopted.

State of Minnesota)
) SS
County of Ramsey)

I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 9th day of December, 2013 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 9th day of December, 2013.

______________________________
Patrick Trudgeon
Interim City Manager

Seal

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

* * * * * * * * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 9th day of December, 2013 at 6:00 p.m.

The following members were present:
, and the following were absent:

Member introduced the following resolution and moved its adoption:

**RESOLUTION ______________**

**RESOLUTION DIRECTING THE COUNTY AUDITOR TO ADJUST THE APPROVED TAX LEVY FOR 2014 BONDED DEBT**

WHEREAS, the City will be required to make debt service payments on General Obligation Debt in 2014; and

WHEREAS, there are reserve funds sufficient to partially reduce the originally scheduled levy for General Obligation Series 2009A, 2011A, 2012A, and 2013A; and

WHEREAS, General Obligation Series 2008A requires a slightly higher amount; and

WHEREAS, General Obligation Series 2004 Refunding and 2009B Refunding will require continued levy support to repay the internal loan used to retire the bonds early.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Roseville, Minnesota, that

The Ramsey County Auditor is directed to change the 2014 tax levy for General Improvement Debt by $85,330.67 from that which was originally scheduled upon the issuance of the bonds as follows:

| Bond Issue | Originally Scheduled Levy Amount | Additions or Reductions | Certified Debt Levy |
|---|---|---|---|
| GO Refunding 2009B ** | $ - | $ 160,000.00 | $ 160,000.00 |
| GO Refunding 2004 ** | - | 150,000.00 | 150,000.00 |
| GO Equip Certs 2008A | 354,690.00 | 310.00 | 355,000.00 |
| GO Housing Imp 2009A | 115,460.63 | (115,460.63) | - |
| GO 2011A | 837,983.70 | (2,983.70) | 835,000.00 |
| GO 2012A | 1,403,955.00 | (28,955.00) | 1,375,000.00 |
| GO 2013A refunding | 902,580.00 | (77,580.00) | 825,000.00 |
| Total | $ 3,614,669.33 | $ 85,330.67 | $ 3,700,000.00 |
| | | | |
| ** To repay internal loan used to pay off the bonds early | | | |

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

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted.

I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 9th day of December, 2013, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 9th day of December, 2013.

______________________________
Patrick Trudgeon
Interim City Manager

Seal

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

* * * * * * * * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 9th day of December 2013 at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

**RESOLUTION ______________**

**RESOLUTION ADOPTING THE FINAL 2014 ANNUAL BUDGET FOR THE CITY OF ROSEVILLE**

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

The City of Roseville's Budget for 2014 in the amount of $50,669,560, of which $23,084,285 is designated for the property tax-supported programs, be hereby accepted and approved

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

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted.

State of Minnesota)
) SS
County of Ramsey)

I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 9th day of December, 2013, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 9th day of December, 2013.

______________________________
Patrick Trudgeon
Interim City Manager

Seal

# City of Roseville

**Attachment A**

## Combined Funds Financial Summary

| | 2010 Actual | 2011 Actual | 2012 Actual | 2013 Budget | 2014 Budget | $ Increase (Decrease) | % Incr. (Decr.) |
|---|---|---|---|---|---|---|---|
| **Revenues** | | | | | | | |
| General Property Taxes | $ 15,611,386 | $ 13,502,369 | $ 14,814,570 | $ 17,269,827 | $ 18,028,722 | $ 758,895 | 4.4% |
| Tax Increments | 1,966,665 | 1,592,214 | 2,157,987 | 500,000 | 2,165,000 | 1,665,000 | 333.0% |
| Intergovernmental Revenue | 4,548,190 | 3,062,858 | 2,408,775 | 2,111,000 | 3,645,811 | 1,534,811 | 72.7% |
| Licenses & Permits | 1,097,798 | 1,569,299 | 1,482,678 | 1,327,386 | 1,441,500 | 114,114 | 8.6% |
| Gambling Taxes | 80,282 | 86,952 | 74,504 | 61,400 | 70,000 | 8,600 | 14.0% |
| Charges for Services | 14,708,778 | 15,304,314 | 17,808,540 | 20,816,123 | 22,300,065 | 1,483,942 | 7.1% |
| Fines and Forfeits | 214,131 | 226,715 | 313,530 | 220,000 | 240,000 | 20,000 | 9.1% |
| Cable Franchise Fees | 380,108 | 393,657 | 415,385 | 373,698 | 435,000 | 61,302 | 16.4% |
| Rentals | 59,910 | - | - | - | - | - | 0.0% |
| Donations | 169,529 | 105,829 | 90,517 | 80,000 | 90,000 | 10,000 | 12.5% |
| Special Assessments | 530,263 | 242,334 | 256,283 | 150,000 | 153,000 | 3,000 | 2.0% |
| Investment Income | 1,191,662 | 687,495 | 305,063 | 863,339 | 411,800 | (451,539) | -52.3% |
| Miscellaneous | 1,024,635 | 1,413,857 | 905,520 | 584,663 | 308,710 | (275,953) | -47.2% |
| Total Revenues | $ 41,583,337 | $ 38,187,894 | $ 41,033,351 | $ 44,357,436 | $ 49,289,608 | $ 4,932,172 | 11.1% |
| **Expenditures** | | | | | | | |
| Personnel Services | $ 15,548,237 | $ 14,966,104 | $ 15,565,005 | $ 16,506,207 | $ 17,638,765 | $ 1,132,558 | 6.9% |
| Supplies & Materials | 1,303,940 | 1,510,071 | 1,324,015 | 1,407,310 | 1,383,595 | (23,715) | -1.7% |
| Other Services & Charges | 23,931,259 | 14,167,901 | 14,743,767 | 16,678,504 | 18,705,465 | 2,026,961 | 12.2% |
| Capital Outlay | 2,271,157 | 3,454,388 | 3,436,964 | 7,539,968 | 9,112,350 | 1,572,382 | 20.9% |
| Debt Service | 1,692,205 | 1,932,531 | 2,062,067 | 3,140,000 | 3,700,000 | 560,000 | 17.8% |
| Contingency | - | 4,239 | 600 | 91,781 | 54,385 | (37,396) | -40.7% |
| Total Expenditures | $ 44,746,798 | $ 36,035,234 | $ 37,132,418 | $ 45,363,770 | $ 50,594,560 | $ 5,230,790 | 11.5% |
| **Other Financing Sources (Uses)** | | | | | | | |
| Transfers In / Bond Prem./Proceeds | $ 202,722 | $ 76,200 | $ 167,085 | $ 276,113 | $ 75,000 | $ (201,113) | -72.8% |
| Transfers Out | (75,000) | (75,000) | (206,382) | (75,000) | (75,000) | - | 0.0% |
| Sale of Assets | - | 42,597 | 78,734 | - | - | - | 0.0% |
| Total Other Financing Sources | $ 127,722 | $ 43,797 | $ 39,437 | $ 201,113 | $ - | $ (201,113) | -100.0% |
| Net Chg. in Fund Balance / Net Assets | (3,035,739) | 2,196,457 | 3,940,370 | (805,221) | (1,304,952) | | |
| Beginning Fund Balance / Net Assets | 55,889,897 | 52,854,158 | 55,050,615 | 58,990,985 | 58,185,764 | | |
| Ending Fund Balance / Net Assets | $ 52,854,158 | $ 55,050,615 | $ 58,990,985 | $ 58,185,764 | $ 56,880,812 | | |

# City of Roseville

**Attachment B**

## Tax-Supported Funds Financial Summary

| Revenues | 2010 Actual | 2011 Actual | 2012 Actual | 2013 Budget | 2014 Budget | $ Increase (Decrease) | % Incr. (Decr.) |
|---|---|---|---|---|---|---|---|
| General Property Taxes | $ 15,562,029 | $ 13,456,321 | $ 14,814,570 | $ 17,269,827 | $ 17,828,722 | $ 558,895 | 3.2% |
| Tax Increments | - | - | - | - | - | - | 0.0% |
| Intergovernmental Revenue | 1,442,352 | 1,394,154 | 882,044 | 874,000 | 1,099,000 | 225,000 | 25.7% |
| Licenses & Permits | 321,388 | 301,422 | 336,710 | 311,500 | 329,500 | 18,000 | 5.8% |
| Gambling Taxes | - | - | - | - | - | - | 0.0% |
| Charges for Services | 2,961,906 | 2,893,798 | 2,952,953 | 2,906,876 | 2,983,695 | 76,819 | 2.6% |
| Fines and Forfeits | 213,787 | 226,715 | 313,530 | 220,000 | 240,000 | 20,000 | 9.1% |
| Cable Franchise Fees | - | - | - | - | - | - | 0.0% |
| Rentals | 59,910 | - | - | - | - | - | 0.0% |
| Donations | 89,058 | - | - | - | - | - | 0.0% |
| Special Assessments | 270,352 | 79,632 | 64,500 | - | 3,000 | 3,000 | #DIV/0! |
| Investment Income | 279,952 | 41,496 | 82,119 | 93,839 | 31,800 | (62,039) | -66.1% |
| Miscellaneous | 274,655 | 937,713 | 559,543 | 105,000 | 105,000 | - | 0.0% |
| Total Revenues | $ 21,475,389 | $ 19,331,250 | $ 20,005,968 | $ 21,781,042 | $ 22,620,717 | $ 839,675 | 3.9% |
| | | | | | | | |
| **Expenditures** | | | | | | | |
| Personnel Services | $ 11,372,767 | $ 10,952,766 | $ 11,329,331 | $ 12,007,772 | $ 12,595,435 | $ 587,663 | 4.9% |
| Supplies & Materials | 1,048,409 | 1,188,629 | 1,037,024 | 1,138,645 | 1,043,415 | (95,230) | -8.4% |
| Other Services & Charges | 3,898,424 | 3,692,897 | 3,539,219 | 3,820,604 | 4,040,450 | 219,846 | 5.8% |
| Capital Outlay | 685,985 | 977,839 | 804,341 | 1,586,000 | 1,650,600 | 64,600 | 4.1% |
| Debt Service | 1,692,205 | 1,932,531 | 2,062,067 | 3,140,000 | 3,700,000 | 560,000 | 17.8% |
| Contingency | - | 4,239 | 600 | 91,781 | 54,385 | (37,396) | -40.7% |
| Total Expenditures | $ 18,697,790 | $ 18,748,901 | $ 18,772,582 | $ 21,784,802 | $ 23,084,285 | $ 1,299,483 | 6.0% |
| | | | | | | | |
| **Other Financing Sources (Uses)** | | | | | | | |
| Transfers In / Bond Prem./Proceeds | $ 127,722 | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Transfers Out | - | - | - | - | - | - | 0.0% |
| Sale of Assets | - | 42,597 | 31,350 | - | - | - | 0.0% |
| Total Other Financing Sources | $ 127,722 | $ 42,597 | $ 31,350 | $ - | $ - | $ - | 0.0% |
| | | | | | | | |
| Net Change in Fund Balance | 2,905,321 | 624,946 | 1,264,736 | (3,760) | (463,568) | | |
| | | | | | | | |
| Beginning Fund Balance | 6,267,765 | 9,173,086 | 9,798,032 | 11,062,768 | 11,059,008 | | |
| Ending Fund Balance | $ 9,173,086 | $ 9,798,032 | $ 11,062,768 | $ 11,059,008 | $ 10,595,440 | | |

City of Roseville

General Fund Financial Summary

**Attachment B**

| **Revenues** | 2010 Actual | 2011 Actual | 2012 Actual | 2013 Budget | 2014 Budget | $ Increase (Decrease) | % Incr. (Decr.) |
|---|---|---|---|---|---|---|---|
| General Property Taxes | $ 11,403,529 | $ 9,920,753 | $ 9,761,246 | $ 10,258,611 | $ 10,457,506 | $ 198,895 | 1.9% |
| Tax Increments | - | - | - | - | - | - | 0.0% |
| Intergovernmental Revenue | 851,127 | 933,154 | 882,044 | 874,000 | 874,000 | - | 0.0% |
| Licenses & Permits | 321,388 | 301,422 | 336,710 | 311,500 | 329,500 | 18,000 | 5.8% |
| Gambling Taxes | - | - | - | - | - | - | 0.0% |
| Charges for Services | 1,275,737 | 993,035 | 1,011,394 | 985,000 | 1,005,000 | 20,000 | 2.0% |
| Fines and Forfeits | 213,787 | 226,715 | 313,530 | 220,000 | 240,000 | 20,000 | 9.1% |
| Cable Franchise Fees | - | - | - | - | - | - | 0.0% |
| Rentals | - | - | - | - | - | - | 0.0% |
| Donations | 29,780 | - | - | - | - | - | 0.0% |
| Special Assessments | - | - | - | - | - | - | 0.0% |
| Investment Income | 174,721 | (17,976) | 19,966 | 82,826 | 25,000 | (57,826) | -69.8% |
| Miscellaneous | 219,923 | 209,028 | 78,349 | 105,000 | 105,000 | - | 0.0% |
| Total Revenues | $ 14,489,992 | $ 12,566,131 | $ 12,403,239 | $ 12,836,937 | $ 13,036,006 | $ 199,069 | 1.6% |
| | | | | | | | |
| **Expenditures** | | | | | | | |
| Personnel Services | $ 9,008,010 | $ 8,613,404 | $ 8,942,574 | $ 9,462,033 | $ 9,957,515 | $ 495,482 | 5.2% |
| Supplies & Materials | 794,317 | 833,538 | 678,814 | 859,193 | 720,865 | (138,328) | -16.1% |
| Other Services & Charges | 2,648,217 | 2,596,074 | 2,435,779 | 2,427,690 | 2,661,470 | 233,780 | 9.6% |
| Capital Outlay | 61,009 | 54,821 | 66 | - | 35,000 | 35,000 | 0.0% |
| Debt Service | - | - | - | - | - | - | 0.0% |
| Contingency | - | 4,239 | 600 | 91,781 | 54,385 | (37,396) | -40.7% |
| Total Expenditures | $ 12,511,553 | $ 12,102,076 | $ 12,057,833 | $ 12,840,697 | $ 13,429,235 | $ 588,538 | 4.6% |
| | | | | | | | |
| **Other Financing Sources (Uses)** | | | | | | | |
| Transfers In | $ 83,707 | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Transfers Out | - | - | - | - | - | - | 0.0% |
| Sale of Assets | - | - | - | - | - | - | 0.0% |
| Total Other Financing Sources | $ 83,707 | $ - | $ - | $ - | $ - | $ - | 0.0% |
| | | | | | | | |
| Net Change in Fund Balance | 2,062,146 | 464,055 | 345,406 | (3,760) | (393,229) | | |
| | | | | | | | |
| Beginning Fund Balance | 3,574,513 | 5,636,659 | 6,100,714 | 6,446,120 | 6,442,360 | | |
| Ending Fund Balance | $ 5,636,659 | $ 6,100,714 | $ 6,446,120 | $ 6,442,360 | $ 6,049,131 | | |

City of Roseville
Recreation Fund Financial Summary

**Attachment B**

| **Revenues** | 2010 Actual | 2011 Actual | 2012 Actual | 2013 Budget | 2014 Budget | $ Increase (Decrease) | % Incr. (Decr.) |
|---|---|---|---|---|---|---|---|
| General Property Taxes | $ 823,034 | $ 888,117 | $ 1,018,838 | $ 1,055,216 | $ 1,055,216 | $ - | 0.0% |
| Tax Increments | - | - | - | - | - | - | 0.0% |
| Intergovernmental Revenue | - | - | - | - | - | - | 0.0% |
| Licenses & Permits | - | - | - | - | - | - | 0.0% |
| Gambling Taxes | - | - | - | - | - | - | 0.0% |
| Charges for Services | 1,686,169 | 1,900,763 | 1,941,559 | 1,921,876 | 1,978,695 | 56,819 | 3.0% |
| Fines and Forfeits | - | - | - | - | - | - | 0.0% |
| Cable Franchise Fees | - | - | - | - | - | - | 0.0% |
| Rentals | 59,910 | - | - | - | - | - | 0.0% |
| Donations | 59,278 | - | - | - | - | - | 0.0% |
| Special Assessments | - | - | - | - | - | - | 0.0% |
| Investment Income | 15,647 | 9,950 | 6,949 | 6,500 | 6,500 | - | 0.0% |
| Miscellaneous | 53,964 | - | - | - | - | - | 0.0% |
| Total Revenues | $ 2,698,002 | $ 2,798,830 | $ 2,967,346 | $ 2,983,592 | $ 3,040,411 | $ 56,819 | 1.9% |
| | | | | | | | |
| **Expenditures** | | | | | | | |
| Personnel Services | $ 1,694,513 | $ 1,683,040 | $ 1,714,664 | $ 1,865,190 | $ 1,867,920 | $ 2,730 | 0.1% |
| Supplies & Materials | 157,269 | 245,866 | 253,992 | 164,847 | 210,050 | 45,203 | 27.4% |
| Other Services & Charges | 819,786 | 751,599 | 776,337 | 953,555 | 927,900 | (25,655) | -2.7% |
| Capital Outlay | 6,443 | 9,869 | - | - | 4,600 | 4,600 | 0.0% |
| Debt Service | - | - | - | - | - | - | 0.0% |
| Contingency | - | - | - | - | - | - | 0.0% |
| Total Expenditures | $ 2,678,011 | $ 2,690,374 | $ 2,744,993 | $ 2,983,592 | $ 3,010,470 | $ 26,878 | 0.9% |
| | | | | | | | |
| **Other Financing Sources (Uses)** | | | | | | | |
| Transfers In | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Transfers Out | - | - | - | - | - | - | 0.0% |
| Sale of Assets | - | - | - | - | - | - | 0.0% |
| Total Other Financing Sources | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| | | | | | | | |
| Net Change in Fund Balance | 19,991 | 108,456 | 222,353 | - | 29,941 | | |
| | | | | | | | |
| Beginning Fund Balance | 520,793 | 540,784 | 649,240 | 871,593 | 871,593 | | |
| Ending Fund Balance | $ 540,784 | $ 649,240 | $ 871,593 | $ 871,593 | $ 901,534 | | |

City of Roseville

Park Maintenance Fund Financial Summary

**Attachment B**

| **Revenues** | 2010 Actual | 2011 Actual | 2012 Actual | 2013 Budget | 2014 Budget | $ Increase (Decrease) | % Incr. (Decr.) |
|---|---|---|---|---|---|---|---|
| General Property Taxes | $ 982,014 | $ 888,381 | $ 964,633 | $ 1,020,000 | $ 1,020,000 | $ - | 0.0% |
| Tax Increments | - | - | - | - | - | - | 0.0% |
| Intergovernmental Revenue | 24,467 | - | - | - | - | - | 0.0% |
| Licenses & Permits | - | - | - | - | - | - | 0.0% |
| Gambling Taxes | - | - | - | - | - | - | 0.0% |
| Charges for Services | - | - | - | - | - | - | 0.0% |
| Fines and Forfeits | - | - | - | - | - | - | 0.0% |
| Cable Franchise Fees | - | - | - | - | - | - | 0.0% |
| Rentals | - | - | - | - | - | - | 0.0% |
| Donations | - | - | - | - | - | - | 0.0% |
| Special Assessments | 163 | 2,260 | 3,202 | - | 3,000 | 3,000 | #DIV/0! |
| Investment Income | 988 | - | 318 | 4,513 | 300 | (4,213) | -93.4% |
| Miscellaneous | 168 | - | - | - | - | - | 0.0% |
| Total Revenues | $ 1,007,800 | $ 890,641 | $ 968,153 | $ 1,024,513 | $ 1,023,300 | $ (1,213) | -0.1% |
| | | | | | | | |
| **Expenditures** | | | | | | | |
| Personnel Services | $ 670,244 | $ 656,322 | $ 672,093 | $ 680,549 | $ 770,000 | $ 89,451 | 13.1% |
| Supplies & Materials | 96,823 | 109,225 | 104,218 | 114,605 | 112,500 | (2,105) | -1.8% |
| Other Services & Charges | 189,745 | 200,285 | 139,765 | 229,359 | 241,080 | 11,721 | 5.1% |
| Capital Outlay | 3,411 | - | - | - | - | - | 0.0% |
| Debt Service | - | - | - | - | - | - | 0.0% |
| Contingency | - | - | - | - | - | - | 0.0% |
| Total Expenditures | $ 960,223 | $ 965,832 | $ 916,076 | $ 1,024,513 | $ 1,123,580 | $ 99,067 | 9.7% |
| | | | | | | | |
| **Other Financing Sources (Uses)** | | | | | | | |
| Transfers In | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Transfers Out | - | - | - | - | - | - | 0.0% |
| Sale of Assets | - | - | - | - | - | - | 0.0% |
| Total Other Financing Sources | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| | | | | | | | |
| Net Change in Fund Balance | 47,577 | (75,191) | 52,077 | - | (100,280) | | |
| | | | | | | | |
| Beginning Fund Balance | (30) | 47,547 | (27,644) | 24,433 | 24,433 | | |
| Ending Fund Balance | $ 47,547 | $ (27,644) | $ 24,433 | $ 24,433 | $ (75,847) | | |

# City of Roseville

**Attachment B**

## Pathway Maintenance Fund Financial Summary

| | 2010 Actual | 2011 Actual | 2012 Actual | 2013 Budget | 2014 Budget | $ Increase (Decrease) | % Incr. (Decr.) |
|---|---|---|---|---|---|---|---|
| **Revenues** | | | | | | | |
| General Property Taxes | $ 134,129 | $ 138,147 | $ 148,493 | $ 150,000 | $ 150,000 | $ - | 0.0% |
| Tax Increments | - | - | - | - | - | - | 0.0% |
| Intergovernmental Revenue | - | - | - | - | - | - | 0.0% |
| Licenses & Permits | - | - | - | - | - | - | 0.0% |
| Gambling Taxes | - | - | - | - | - | - | 0.0% |
| Charges for Services | - | - | - | - | - | - | 0.0% |
| Fines and Forfeits | - | - | - | - | - | - | 0.0% |
| Cable Franchise Fees | - | - | - | - | - | - | 0.0% |
| Rentals | - | - | - | - | - | - | 0.0% |
| Donations | - | - | - | - | - | - | 0.0% |
| Special Assessments | - | - | - | - | - | - | 0.0% |
| Investment Income | 4,485 | 5,169 | 2,293 | - | - | - | 0.0% |
| Miscellaneous | - | - | - | - | - | - | 0.0% |
| Total Revenues | $ 138,614 | $ 143,316 | $ 150,786 | $ 150,000 | $ 150,000 | $ - | 0.0% |
| **Expenditures** | | | | | | | |
| Personnel Services | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Supplies & Materials | - | - | - | - | - | - | 0.0% |
| Other Services & Charges | 212,734 | 104,009 | 110,232 | 150,000 | 150,000 | - | 0.0% |
| Capital Outlay | - | - | - | - | - | - | 0.0% |
| Debt Service | - | - | - | - | - | - | 0.0% |
| Contingency | - | - | - | - | - | - | 0.0% |
| Total Expenditures | $ 212,734 | $ 104,009 | $ 110,232 | $ 150,000 | $ 150,000 | $ - | 0.0% |
| **Other Financing Sources (Uses)** | | | | | | | |
| Transfers In | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Transfers Out | - | - | - | - | - | - | 0.0% |
| Sale of Assets | - | - | - | - | - | - | 0.0% |
| Total Other Financing Sources | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Net Change in Fund Balance | (74,120) | 39,307 | 40,554 | - | - | | |
| Beginning Fund Balance | 233,379 | 159,259 | 198,566 | 239,120 | 239,120 | | |
| Ending Fund Balance | $ 159,259 | $ 198,566 | $ 239,120 | $ 239,120 | $ 239,120 | | |

City of Roseville

**Attachment B**

Boulevard Maintenance Fund Financial Summary

| Revenues | 2010 Actual | 2011 Actual | 2012 Actual | 2013 Budget | 2014 Budget | $ Increase (Decrease) | % Incr. (Decr.) |
|---|---|---|---|---|---|---|---|
| General Property Taxes | $ 57,484 | $ 55,259 | $ 59,397 | $ 60,000 | $ 60,000 | $ - | 0.0% |
| Tax Increments | - | - | - | - | - | - | 0.0% |
| Intergovernmental Revenue | - | - | - | - | - | - | 0.0% |
| Licenses & Permits | - | - | - | - | - | - | 0.0% |
| Gambling Taxes | - | - | - | - | - | - | 0.0% |
| Charges for Services | - | - | - | - | - | - | 0.0% |
| Fines and Forfeits | - | - | - | - | - | - | 0.0% |
| Cable Franchise Fees | - | - | - | - | - | - | 0.0% |
| Rentals | - | - | - | - | - | - | 0.0% |
| Donations | - | - | - | - | - | - | 0.0% |
| Special Assessments | - | - | - | - | - | - | 0.0% |
| Investment Income | 9,380 | 6,404 | 1,872 | - | - | - | 0.0% |
| Miscellaneous | - | - | - | - | - | - | 0.0% |
| Total Revenues | $ 66,864 | $ 61,663 | $ 61,269 | $ 60,000 | $ 60,000 | $ - | 0.0% |
| **Expenditures** | | | | | | | |
| Personnel Services | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Supplies & Materials | - | - | - | - | - | - | 0.0% |
| Other Services & Charges | 27,942 | 40,930 | 77,106 | 60,000 | 60,000 | - | 0.0% |
| Capital Outlay | - | - | - | - | - | - | 0.0% |
| Debt Service | - | - | - | - | - | - | 0.0% |
| Contingency | - | - | - | - | - | - | 0.0% |
| Total Expenditures | $ 27,942 | $ 40,930 | $ 77,106 | $ 60,000 | $ 60,000 | $ - | 0.0% |
| **Other Financing Sources (Uses)** | | | | | | | |
| Transfers In | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Transfers Out | - | - | - | - | - | - | 0.0% |
| Sale of Assets | - | - | - | - | - | - | 0.0% |
| Total Other Financing Sources | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Net Change in Fund Balance | 38,922 | 20,733 | (15,837) | - | - | | |
| Beginning Fund Balance | 242,802 | 281,724 | 302,457 | 286,620 | 286,620 | | |
| Ending Fund Balance | $ 281,724 | $ 302,457 | $ 286,620 | $ 286,620 | $ 286,620 | | |

City of Roseville

Debt Service Funds Financial Summary

**Attachment B**

| **Revenues** | 2010 Actual | 2011 Actual | 2012 Actual | 2012 Budget | 2014 Budget | $ Increase (Decrease) | % Incr. (Decr.) |
|---|---|---|---|---|---|---|---|
| General Property Taxes | $ 1,954,541 | $ 1,372,259 | $ 1,475,034 | $ 3,140,000 | $ 3,700,000 | $ 560,000 | 17.8% |
| Tax Increments | - | - | - | - | - | - | 0.0% |
| Intergovernmental Revenue | - | - | - | - | - | - | 0.0% |
| Licenses & Permits | - | - | - | - | - | - | 0.0% |
| Gambling Taxes | - | - | - | - | - | - | 0.0% |
| Charges for Services | - | - | - | - | - | - | 0.0% |
| Fines and Forfeits | - | - | - | - | - | - | 0.0% |
| Cable Franchise Fees | - | - | - | - | - | - | 0.0% |
| Rentals | - | - | - | - | - | - | 0.0% |
| Donations | - | - | - | - | - | - | 0.0% |
| Special Assessments | 270,189 | 77,372 | 61,298 | - | - | - | 0.0% |
| Investment Income | 32,825 | 1,695 | 30,331 | - | - | - | 0.0% |
| Miscellaneous | - | 384,767 | 406,908 | - | - | - | 0.0% |
| Total Revenues | $ 2,257,555 | $ 1,836,092 | $ 1,973,571 | $ 3,140,000 | $ 3,700,000 | $ 560,000 | 17.8% |
| **Expenditures** | | | | | | | |
| Personnel Services | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Supplies & Materials | - | - | - | - | - | - | 0.0% |
| Other Services & Charges | - | - | - | - | - | - | 0.0% |
| Capital Outlay | - | - | - | - | - | - | 0.0% |
| Debt Service | 1,692,205 | 1,932,531 | 2,062,067 | 3,140,000 | 3,700,000 | 560,000 | 17.8% |
| Contingency | - | - | - | - | - | - | 0.0% |
| Total Expenditures | $ 1,692,205 | $ 1,932,531 | $ 2,062,067 | $ 3,140,000 | $ 3,700,000 | $ 560,000 | 17.8% |
| **Other Financing Sources (Uses)** | | | | | | | |
| Transfers In / Bond Premium | $ 44,015 | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Transfers Out | - | - | - | - | - | - | 0.0% |
| Sale of Assets | - | - | - | - | - | - | 0.0% |
| Total Other Financing Sources | $ 44,015 | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Net Change in Fund Balance | 609,365 | (96,439) | (88,496) | - | - | | |
| Beginning Fund Balance | 843,046 | 1,452,411 | 1,355,972 | 1,267,476 | 1,267,476 | | |
| Ending Fund Balance | $ 1,452,411 | $ 1,355,972 | $ 1,267,476 | $ 1,267,476 | $ 1,267,476 | | |

City of Roseville

**Attachment B**

Vehicle & Equipment Operating Funds Financial Summary

| **Revenues** | | 2010 Actual | | 2011 Actual | | 2012 Actual | | 2013 Budget | | 2014 Budget | | $ Increase (Decrease) | % Incr. (Decr.) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| General Property Taxes | $ | - | $ | - | $ | 1,226,555 | $ | 1,399,000 | $ | 1,299,000 | $ | (100,000) | -7.1% |
| Tax Increments | | - | | - | | - | | - | | - | | - | 0.0% |
| Intergovernmental Revenue | | 270,460 | | 461,000 | | - | | - | | - | | - | 0.0% |
| Licenses & Permits | | - | | - | | - | | - | | - | | - | 0.0% |
| Gambling Taxes | | - | | - | | - | | - | | - | | - | 0.0% |
| Charges for Services | | - | | - | | - | | - | | - | | - | 0.0% |
| Fines and Forfeits | | - | | - | | - | | - | | - | | - | 0.0% |
| Cable Franchise Fees | | - | | - | | - | | - | | - | | - | 0.0% |
| Rentals | | - | | - | | - | | - | | - | | - | 0.0% |
| Donations | | - | | - | | - | | - | | - | | - | 0.0% |
| Special Assessments | | - | | - | | - | | - | | - | | - | 0.0% |
| Investment Income | | 11,648 | | 16,043 | | 11,256 | | - | | - | | - | 0.0% |
| Miscellaneous | | 600 | | 107,507 | | 6,994 | | - | | - | | - | 0.0% |
| Total Revenues | $ | 282,708 | $ | 584,550 | $ | 1,244,805 | $ | 1,399,000 | $ | 1,299,000 | $ | (100,000) | -7.1% |
| | | | | | | | | | | | | | |
| **Expenditures** | | | | | | | | | | | | | |
| Personnel Services | $ | - | $ | - | $ | - | $ | - | $ | - | $ | - | 0.0% |
| Supplies & Materials | | - | | - | | - | | - | | - | | - | 0.0% |
| Other Services & Charges | | - | | - | | - | | - | | - | | - | 0.0% |
| Capital Outlay | | 401,902 | | 737,725 | | 689,354 | | 1,399,000 | | 1,299,000 | | (100,000) | -7.1% |
| Debt Service | | - | | - | | - | | - | | - | | - | 0.0% |
| Contingency | | - | | - | | - | | - | | - | | - | 0.0% |
| Total Expenditures | $ | 401,902 | $ | 737,725 | $ | 689,354 | $ | 1,399,000 | $ | 1,299,000 | $ | (100,000) | -7.1% |
| | | | | | | | | | | | | | |
| **Other Financing Sources (Uses)** | | | | | | | | | | | | | |
| Transfers In | $ | - | $ | - | $ | - | $ | - | $ | - | $ | - | 0.0% |
| Transfers Out | | - | | - | | - | | - | | - | | - | 0.0% |
| Sale of Assets | | - | | 42,597 | | 31,350 | | - | | - | | - | 0.0% |
| Total Other Financing Sources | $ | - | $ | 42,597 | $ | 31,350 | $ | - | $ | - | $ | - | 0.0% |
| | | | | | | | | | | | | | |
| Net Change in Fund Balance | | (119,194) | | (110,578) | | 586,801 | | - | | - | | | |
| | | | | | | | | | | | | | |
| Beginning Fund Balance | | 463,728 | | 344,534 | | 233,956 | | 820,758 | | 820,758 | | | |
| Ending Fund Balance | $ | 344,534 | $ | 233,956 | $ | 820,758 | $ | 820,758 | $ | 820,758 | | | |

# City of Roseville

**Attachment B**

## Building Replacement & Streetlighting Fund Financial Summary

| **Revenues** | 2010 Actual | 2011 Actual | 2012 Actual | 2013 Budget | 2014 Budget | $ Increase (Decrease) | % Incr. (Decr.) |
|---|---|---|---|---|---|---|---|
| General Property Taxes | $ 24,677 | $ 23,024 | $ 120,775 | $ 147,000 | $ 47,000 | $ (100,000) | -68.0% |
| Tax Increments | - | - | - | - | - | - | 0.0% |
| Intergovernmental Revenue | 296,298 | - | - | - | 225,000 | 225,000 | 0.0% |
| Licenses & Permits | - | - | - | - | - | - | 0.0% |
| Gambling Taxes | - | - | - | - | - | - | 0.0% |
| Charges for Services | - | - | - | - | - | - | 0.0% |
| Fines and Forfeits | - | - | - | - | - | - | 0.0% |
| Cable Franchise Fees | - | - | - | - | - | - | 0.0% |
| Rentals | - | - | - | - | - | - | 0.0% |
| Donations | - | - | - | - | - | - | 0.0% |
| Special Assessments | - | - | - | - | - | - | 0.0% |
| Investment Income | 20,837 | 13,262 | 6,132 | - | - | - | 0.0% |
| Miscellaneous | - | 236,411 | 67,292 | - | - | - | 0.0% |
| Total Revenues | $ 341,812 | $ 272,697 | $ 194,199 | $ 147,000 | $ 272,000 | $ 125,000 | 85.0% |
| | | | | | | | |
| **Expenditures** | | | | | | | |
| Personnel Services | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Supplies & Materials | - | - | - | - | - | - | 0.0% |
| Other Services & Charges | - | - | - | - | - | - | 0.0% |
| Capital Outlay | 157,217 | 38,339 | 78,387 | 147,000 | 272,000 | 125,000 | 85.0% |
| Debt Service | - | - | - | - | - | - | 0.0% |
| Contingency | - | - | - | - | - | - | 0.0% |
| Total Expenditures | $ 157,217 | $ 38,339 | $ 78,387 | $ 147,000 | $ 272,000 | $ 125,000 | 85.0% |
| | | | | | | | |
| **Other Financing Sources (Uses)** | | | | | | | |
| Transfers In / Bond Proceeds | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Transfers Out | - | - | - | - | - | - | 0.0% |
| Sale of Assets | - | - | - | - | - | - | 0.0% |
| Total Other Financing Sources | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| | | | | | | | |
| Net Change in Fund Balance | 184,595 | 234,358 | 115,812 | - | - | | |
| | | | | | | | |
| Beginning Fund Balance | 162,066 | 346,661 | 581,019 | 696,831 | 696,831 | | |
| Ending Fund Balance | $ 346,661 | $ 581,019 | $ 696,831 | $ 696,831 | $ 696,831 | | |

City of Roseville

**Attachment B**

Park Improvement Program Fund Financial Summary

| **Revenues** | 2010 Actual | 2011 Actual | 2012 Actual | 2013 Budget | 2014 Budget | $ Increase (Decrease) | % Incr. (Decr.) |
|---|---|---|---|---|---|---|---|
| General Property Taxes | $ 182,621 | $ 170,381 | $ 39,598 | $ 40,000 | $ 40,000 | $ - | 0.0% |
| Tax Increments | - | - | - | - | - | - | 0.0% |
| Intergovernmental Revenue | - | - | - | - | - | - | 0.0% |
| Licenses & Permits | - | - | - | - | - | - | 0.0% |
| Gambling Taxes | - | - | - | - | - | - | 0.0% |
| Charges for Services | - | - | - | - | - | - | 0.0% |
| Fines and Forfeits | - | - | - | - | - | - | 0.0% |
| Cable Franchise Fees | - | - | - | - | - | - | 0.0% |
| Rentals | - | - | - | - | - | - | 0.0% |
| Donations | - | - | - | - | - | - | 0.0% |
| Special Assessments | - | - | - | - | - | - | 0.0% |
| Investment Income | 9,421 | 6,949 | 3,002 | - | - | - | 0.0% |
| Miscellaneous | - | - | - | - | - | - | 0.0% |
| Total Revenues | $ 192,042 | $ 177,330 | $ 42,600 | $ 40,000 | $ 40,000 | $ - | 0.0% |
| **Expenditures** | | | | | | | |
| Personnel Services | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Supplies & Materials | - | - | - | - | - | - | 0.0% |
| Other Services & Charges | - | - | - | - | - | - | 0.0% |
| Capital Outlay | 56,003 | 137,085 | 36,534 | 40,000 | 40,000 | - | 0.0% |
| Debt Service | - | - | - | - | - | - | 0.0% |
| Contingency | - | - | - | - | - | - | 0.0% |
| Total Expenditures | $ 56,003 | $ 137,085 | $ 36,534 | $ 40,000 | $ 40,000 | $ - | 0.0% |
| **Other Financing Sources (Uses)** | | | | | | | |
| Transfers In | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Transfers Out | - | - | - | - | - | - | 0.0% |
| Sale of Assets | - | - | - | - | - | - | 0.0% |
| Total Other Financing Sources | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Net Change in Fund Balance | 136,039 | 40,245 | 6,066 | - | - | | |
| Beginning Fund Balance | 227,468 | 363,507 | 403,752 | 409,818 | 409,818 | | |
| Ending Fund Balance | $ 363,507 | $ 403,752 | $ 409,818 | $ 409,818 | $ 409,818 | | |

City of Roseville **Attachment C**

Non Tax-Supported Funds Financial Summary

| Revenues | 2010 Actual | 2011 Actual | 2012 Actual | 2013 Budget | 2014 Budget | $ Increase (Decrease) | % Incr. (Decr.) |
|---|---|---|---|---|---|---|---|
| General Property Taxes | $ 49,357 | $ 46,049 | $ - | $ - | $ 200,000 | $ 200,000 | 0.0% |
| Tax Increments | 1,966,665 | 1,592,214 | 2,157,987 | 500,000 | 2,165,000 | 1,665,000 | 333.0% |
| Intergovernmental Revenue | 3,105,838 | 1,668,704 | 1,526,731 | 1,237,000 | 2,546,811 | 1,309,811 | 105.9% |
| Licenses & Permits | 776,410 | 1,267,877 | 1,145,968 | 1,015,886 | 1,112,000 | 96,114 | 9.5% |
| Gambling Taxes | 80,282 | 86,952 | 74,504 | 61,400 | 70,000 | 8,600 | 14.0% |
| Charges for Services | 11,746,872 | 12,410,516 | 14,855,587 | 17,909,247 | 19,316,370 | 1,407,123 | 7.9% |
| Fines and Forfeits | 344 | - | - | - | - | - | 0.0% |
| Cable Franchise Fees | 380,108 | 393,657 | 415,385 | 373,698 | 435,000 | 61,302 | 16.4% |
| Rentals | - | - | - | - | - | - | 0.0% |
| Donations | 80,471 | 105,829 | 90,517 | 80,000 | 90,000 | 10,000 | 12.5% |
| Special Assessments | 259,911 | 162,702 | 191,783 | 150,000 | 150,000 | - | 0.0% |
| Investment Income | 911,710 | 645,999 | 222,945 | 769,500 | 380,000 | (389,500) | -50.6% |
| Miscellaneous | 749,980 | 476,145 | 345,976 | 479,663 | 203,710 | (275,953) | -57.5% |
| Total Revenues | $ 20,107,948 | $ 18,856,644 | $ 21,027,382 | $ 22,576,394 | $ 26,668,891 | $ 4,092,497 | 18.1% |
| **Expenditures** | | | | | | | |
| Personnel Services | $ 4,175,470 | $ 4,013,338 | $ 4,235,674 | $ 4,498,435 | $ 5,043,330 | $ 544,895 | 12.1% |
| Supplies & Materials | 255,531 | 321,442 | 286,991 | 268,665 | 340,180 | 71,515 | 26.6% |
| Other Services & Charges | 20,032,835 | 10,475,004 | 11,204,548 | 12,857,900 | 14,665,015 | 1,807,115 | 14.1% |
| Capital Outlay | 1,585,172 | 2,476,549 | 2,632,623 | 5,953,968 | 7,461,750 | 1,507,782 | 25.3% |
| Debt Service | - | - | - | - | - | - | 0.0% |
| Contingency | - | - | - | - | - | - | 0.0% |
| Total Expenditures | $ 26,049,008 | $ 17,286,333 | $ 18,359,836 | $ 23,578,968 | $ 27,510,275 | $ 3,931,307 | 16.7% |
| **Other Financing Sources (Uses)** | | | | | | | |
| Transfers In / Bond Prem./Proceeds | $ 75,000 | $ 76,200 | $ 167,085 | $ 276,113 | $ 75,000 | $ (201,113) | -72.8% |
| Transfers Out | (75,000) | (75,000) | (206,382) | (75,000) | (75,000) | - | 0.0% |
| Sale of Assets | - | - | 47,384 | - | - | - | 0.0% |
| Total Other Financing Sources | $ - | $ 1,200 | $ 8,087 | $ 201,113 | $ - | $ (201,113) | -100.0% |
| Net Chg. in Fund Balance / Net Assets | (5,941,060) | 1,571,511 | 2,675,633 | (801,461) | (841,384) | | |
| Beginning Fund Balance / Net Assets | 49,622,132 | 43,681,072 | 45,252,583 | 47,928,216 | 47,126,755 | | |
| Ending Fund Balance / Net Assets | $ 43,681,072 | $ 45,252,583 | $ 47,928,216 | $ 47,126,755 | $ 46,285,371 | | |

City of Roseville

**Attachment C**

Community Development Fund Financial Summary

| **Revenues** | 2010 Actual | 2011 Actual | 2012 Actual | 2013 Budget | 2014 Budget | $ Increase (Decrease) | % Incr. (Decr.) |
|---|---|---|---|---|---|---|---|
| General Property Taxes | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Tax Increments | - | - | - | - | - | - | 0.0% |
| Intergovernmental Revenue | 426,500 | 495,555 | 308,138 | 122,000 | 151,000 | 29,000 | 23.8% |
| Licenses & Permits | 776,230 | 1,267,651 | 1,145,943 | 1,015,886 | 1,112,000 | 96,114 | 9.5% |
| Gambling Taxes | - | - | - | - | - | - | 0.0% |
| Charges for Services | 135,965 | - | - | - | - | - | 0.0% |
| Fines and Forfeits | 344 | - | - | - | - | - | 0.0% |
| Cable Franchise Fees | - | - | - | - | - | - | 0.0% |
| Rentals | - | - | - | - | - | - | 0.0% |
| Donations | - | - | - | - | - | - | 0.0% |
| Special Assessments | - | - | - | - | - | - | 0.0% |
| Investment Income | (5,884) | 4,809 | 7,908 | - | - | - | 0.0% |
| Miscellaneous | 21,441 | - | - | 14,500 | 69,110 | 54,610 | 376.6% |
| Total Revenues | $ 1,354,596 | $ 1,768,015 | $ 1,461,989 | $ 1,152,386 | $ 1,332,110 | $ 179,724 | 15.6% |
| | | | | | | | |
| **Expenditures** | | | | | | | |
| Personnel Services | $ 1,033,466 | $ 861,251 | $ 886,833 | $ 820,735 | $ 932,780 | $ 112,045 | 13.7% |
| Supplies & Materials | 12,369 | 18,799 | 13,381 | 16,060 | 17,680 | 1,620 | 10.1% |
| Other Services & Charges | 632,664 | 541,875 | 357,521 | 209,195 | 237,785 | 28,590 | 13.7% |
| Capital Outlay | - | - | - | - | 2,750 | 2,750 | #DIV/0! |
| Debt Service | - | - | - | - | - | - | 0.0% |
| Contingency | - | - | - | - | - | - | 0.0% |
| Total Expenditures | $ 1,678,499 | $ 1,421,925 | $ 1,257,735 | $ 1,045,990 | $ 1,190,995 | $ 145,005 | 13.9% |
| | | | | | | | |
| **Other Financing Sources (Uses)** | | | | | | | |
| Transfers In | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Transfers Out | - | - | - | - | - | - | 0.0% |
| Sale of Assets | - | - | - | - | - | - | 0.0% |
| Total Other Financing Sources | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| | | | | | | | |
| Net Change in Fund Balance | (323,903) | 346,090 | 204,254 | 106,396 | 141,115 | | |
| | | | | | | | |
| Beginning Fund Balance | 140,974 | (182,929) | 163,161 | 367,415 | 473,811 | | |
| Ending Fund Balance | $ (182,929) | $ 163,161 | $ 367,415 | $ 473,811 | $ 614,926 | | |

City of Roseville

Communications Fund Financial Summary

**Attachment C**

| **Revenues** | 2010 Actual | 2011 Actual | 2012 Actual | 2013 Budget | 2014 Budget | $ Increase (Decrease) | % Incr. (Decr.) |
|---|---|---|---|---|---|---|---|
| General Property Taxes | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Tax Increments | - | - | - | - | - | - | 0.0% |
| Intergovernmental Revenue | - | - | - | - | - | - | 0.0% |
| Licenses & Permits | - | - | - | - | - | - | 0.0% |
| Gambling Taxes | - | - | - | - | - | - | 0.0% |
| Charges for Services | - | - | - | - | - | - | 0.0% |
| Fines and Forfeits | - | - | - | - | - | - | 0.0% |
| Cable Franchise Fees | 380,108 | 393,657 | 415,385 | 373,698 | 435,000 | 61,302 | 16.4% |
| Rentals | - | - | - | - | - | - | 0.0% |
| Donations | - | - | - | - | - | - | 0.0% |
| Special Assessments | - | - | - | - | - | - | 0.0% |
| Investment Income | 12,286 | 8,523 | 4,462 | 1,000 | 3,000 | 2,000 | 200.0% |
| Miscellaneous | - | - | - | - | - | - | 0.0% |
| Total Revenues | $ 392,394 | $ 402,180 | $ 419,847 | $ 374,698 | $ 438,000 | $ 63,302 | 16.9% |
| | | | | | | | |
| **Expenditures** | | | | | | | |
| Personnel Services | $ 124,060 | $ 136,462 | $ 158,959 | $ 169,650 | $ 215,000 | $ 45,350 | 26.7% |
| Supplies & Materials | 450 | 6,606 | 416 | 2,550 | 2,500 | (50) | -2.0% |
| Other Services & Charges | 169,718 | 189,841 | 176,285 | 192,495 | 192,695 | 200 | 0.1% |
| Capital Outlay | 5,527 | 3,076 | 14,523 | 10,003 | 10,000 | (3) | 0.0% |
| Debt Service | - | - | - | - | - | - | 0.0% |
| Contingency | - | - | - | - | - | - | 0.0% |
| Total Expenditures | $ 299,755 | $ 335,985 | $ 350,183 | $ 374,698 | $ 420,195 | $ 45,497 | 12.1% |
| | | | | | | | |
| **Other Financing Sources (Uses)** | | | | | | | |
| Transfers In | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Transfers Out | - | - | - | - | - | - | 0.0% |
| Sale of Assets | - | - | - | - | - | - | 0.0% |
| Total Other Financing Sources | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| | | | | | | | |
| Net Change in Fund Balance | 92,639 | 66,195 | 69,664 | - | 17,805 | | |
| | | | | | | | |
| Beginning Fund Balance | 362,610 | 455,249 | 521,444 | 591,108 | 591,108 | | |
| Ending Fund Balance | $ 455,249 | $ 521,444 | $ 591,108 | $ 591,108 | $ 608,913 | | |

# City of Roseville

**Attachment C**

## Information Technology Fund Financial Summary

| **Revenues** | 2010 Actual | 2011 Actual | 2012 Actual | 2013 Budget | 2014 Budget | $ Increase (Decrease) | % Incr. (Decr.) |
|---|---|---|---|---|---|---|---|
| General Property Taxes | $ 49,357 | $ 46,049 | $ - | $ - | $ 200,000 | $ 200,000 | 0.0% |
| Tax Increments | - | - | - | - | - | - | 0.0% |
| Intergovernmental Revenue | - | - | - | - | 1,055,811 | 1,055,811 | #DIV/0! |
| Licenses & Permits | - | - | - | - | - | - | 0.0% |
| Gambling Taxes | - | - | - | - | - | - | 0.0% |
| Charges for Services | 958,027 | 980,841 | 1,011,975 | 1,188,897 | 371,470 | (817,427) | -68.8% |
| Fines and Forfeits | - | - | - | - | - | - | 0.0% |
| Cable Franchise Fees | - | - | - | - | - | - | 0.0% |
| Rentals | - | - | - | - | - | - | 0.0% |
| Donations | - | - | - | - | - | - | 0.0% |
| Special Assessments | - | - | - | - | - | - | 0.0% |
| Investment Income | 2,237 | 3,168 | 762 | - | - | - | 0.0% |
| Miscellaneous | 27,720 | 37,440 | 37,440 | 373,163 | - | (373,163) | -100.0% |
| Total Revenues | $ 1,037,341 | $ 1,067,498 | $ 1,050,177 | $ 1,562,060 | $ 1,627,281 | $ 65,221 | 4.2% |
| | | | | | | | |
| **Expenditures** | | | | | | | |
| Personnel Services | $ 718,432 | $ 716,449 | $ 796,974 | $ 986,480 | $ 1,182,000 | $ 195,520 | 19.8% |
| Supplies & Materials | 23,693 | 42,279 | 51,699 | 9,265 | 55,500 | 46,235 | 499.0% |
| Other Services & Charges | 137,558 | 134,031 | 153,639 | 186,350 | 211,500 | 25,150 | 13.5% |
| Capital Outlay | 153,089 | 111,748 | 163,510 | 379,965 | 190,000 | (189,965) | -50.0% |
| Debt Service | - | - | - | - | - | - | 0.0% |
| Contingency | - | - | - | - | - | - | 0.0% |
| Total Expenditures | $ 1,032,772 | $ 1,004,507 | $ 1,165,822 | $ 1,562,060 | $ 1,639,000 | $ 76,940 | 4.9% |
| | | | | | | | |
| **Other Financing Sources (Uses)** | | | | | | | |
| Transfers In | $ 75,000 | $ 76,200 | $ 167,085 | $ 276,113 | $ 75,000 | $ (201,113) | -72.8% |
| Transfers Out | - | - | - | - | - | - | 0.0% |
| Sale of Assets | - | - | - | - | - | - | 0.0% |
| Total Other Financing Sources | $ 75,000 | $ 76,200 | $ 167,085 | $ 276,113 | $ 75,000 | $ (201,113) | -72.8% |
| | | | | | | | |
| Net Change in Fund Balance | 79,569 | 139,191 | 51,440 | 276,113 | 63,281 | | |
| | | | | | | | |
| Beginning Fund Balance | (188,870) | (109,301) | 29,890 | 81,331 | 357,444 | | |
| Ending Fund Balance | $ (109,301) | $ 29,890 | $ 81,331 | $ 357,444 | $ 420,725 | | |

City of Roseville

License Center Fund Financial Summary

**Attachment C**

| **Revenues** | 2010 Actual | 2011 Actual | 2012 Actual | 2013 Budget | 2014 Budget | $ Increase (Decrease) | % Incr. (Decr.) |
|---|---|---|---|---|---|---|---|
| General Property Taxes | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Tax Increments | - | - | - | - | - | - | 0.0% |
| Intergovernmental Revenue | - | - | - | - | - | - | 0.0% |
| Licenses & Permits | - | - | - | - | - | - | 0.0% |
| Gambling Taxes | - | - | - | - | - | - | 0.0% |
| Charges for Services | 1,060,826 | 1,177,481 | 1,297,993 | 1,185,295 | 1,388,090 | 202,795 | 17.1% |
| Fines and Forfeits | - | - | - | - | - | - | 0.0% |
| Cable Franchise Fees | - | - | - | - | - | - | 0.0% |
| Rentals | - | - | - | - | - | - | 0.0% |
| Donations | - | - | - | - | - | - | 0.0% |
| Special Assessments | - | - | - | - | - | - | 0.0% |
| Investment Income | 16,582 | 12,513 | 7,997 | 10,000 | 6,000 | (4,000) | -40.0% |
| Miscellaneous | - | - | - | - | - | - | 0.0% |
| Total Revenues | $ 1,077,408 | $ 1,189,994 | $ 1,305,990 | $ 1,195,295 | $ 1,394,090 | $ 198,795 | 16.6% |
| **Expenditures** | | | | | | | |
| Personnel Services | $ 842,373 | $ 863,021 | $ 901,196 | $ 966,100 | $ 1,064,000 | $ 97,900 | 10.1% |
| Supplies & Materials | 8,786 | 10,426 | 9,664 | 11,615 | 11,600 | (15) | -0.1% |
| Other Services & Charges | 147,796 | 136,743 | 149,909 | 167,580 | 159,475 | (8,105) | -4.8% |
| Capital Outlay | 768 | 2,147 | 2,662 | - | - | - | 0.0% |
| Debt Service | - | - | - | - | - | - | 0.0% |
| Contingency | - | - | - | - | - | - | 0.0% |
| Total Expenditures | $ 999,723 | $ 1,012,337 | $ 1,063,431 | $ 1,145,295 | $ 1,235,075 | $ 89,780 | 7.8% |
| **Other Financing Sources (Uses)** | | | | | | | |
| Transfers In | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Transfers Out | (50,000) | (50,000) | (50,000) | (50,000) | (50,000) | - | 0.0% |
| Sale of Assets | - | - | - | - | - | - | 0.0% |
| Total Other Financing Sources | $ (50,000) | $ (50,000) | $ (50,000) | $ (50,000) | $ (50,000) | $ - | 0.0% |
| Net Change in Fund Balance | 27,685 | 127,657 | 192,559 | - | 109,015 | | |
| Beginning Fund Balance | 443,049 | 470,734 | 598,391 | 790,950 | 790,950 | | |
| Ending Fund Balance | $ 470,734 | $ 598,391 | $ 790,950 | $ 790,950 | $ 899,965 | | |

City of Roseville

Lawful Gambling Fund Financial Summary

**Attachment C**

| **Revenues** | 2010 Actual | 2011 Actual | 2012 Actual | 2013 Budget | 2014 Budget | $ Increase (Decrease) | % Incr. (Decr.) |
|---|---|---|---|---|---|---|---|
| General Property Taxes | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Tax Increments | - | - | - | - | - | - | 0.0% |
| Intergovernmental Revenue | - | - | - | - | - | - | 0.0% |
| Licenses & Permits | 180 | 226 | 25 | - | - | - | 0.0% |
| Gambling Taxes | 80,282 | 86,952 | 74,504 | 61,400 | 70,000 | 8,600 | 14.0% |
| Charges for Services | - | - | - | - | - | - | 0.0% |
| Fines and Forfeits | - | - | - | - | - | - | 0.0% |
| Cable Franchise Fees | - | - | - | - | - | - | 0.0% |
| Rentals | - | - | - | - | - | - | 0.0% |
| Donations | 80,471 | 105,829 | 90,517 | 80,000 | 90,000 | 10,000 | 12.5% |
| Special Assessments | - | - | - | - | - | - | 0.0% |
| Investment Income | 162 | 751 | 247 | - | - | - | 0.0% |
| Miscellaneous | - | - | - | - | - | - | 0.0% |
| Total Revenues | $ 161,095 | $ 193,758 | $ 165,293 | $ 141,400 | $ 160,000 | $ 18,600 | 13.2% |
| | | | | | | | |
| **Expenditures** | | | | | | | |
| Personnel Services | $ 25,826 | $ 2,942 | $ 3,004 | $ 6,400 | $ 6,950 | $ 550 | 8.6% |
| Supplies & Materials | - | - | - | - | - | - | 0.0% |
| Other Services & Charges | 167,588 | 147,471 | 144,663 | 135,000 | 146,650 | 11,650 | 8.6% |
| Capital Outlay | - | - | - | - | - | - | 0.0% |
| Debt Service | - | - | - | - | - | - | 0.0% |
| Contingency | - | - | - | - | - | - | 0.0% |
| Total Expenditures | $ 193,414 | $ 150,413 | $ 147,667 | $ 141,400 | $ 153,600 | $ 12,200 | 8.6% |
| | | | | | | | |
| **Other Financing Sources (Uses)** | | | | | | | |
| Transfers In | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Transfers Out | - | - | - | - | - | - | 0.0% |
| Sale of Assets | - | - | - | - | - | - | 0.0% |
| Total Other Financing Sources | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| | | | | | | | |
| Net Change in Fund Balance | (32,319) | 43,345 | 17,626 | - | 6,400 | | |
| | | | | | | | |
| Beginning Fund Balance | (58,429) | (90,748) | (47,403) | (29,777) | (29,777) | | |
| Ending Fund Balance | $ (90,748) | $ (47,403) | $ (29,777) | $ (29,777) | $ (23,377) | | |

City of Roseville

Water Fund Financial Summary

**Attachment C**

| **Revenues** | 2010 Actual | 2011 Actual | 2012 Actual | 2013 Budget | 2014 Budget | $ Increase (Decrease) | % Incr. (Decr.) |
|---|---|---|---|---|---|---|---|
| General Property Taxes | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Tax Increments | - | - | - | - | - | - | 0.0% |
| Intergovernmental Revenue | - | - | - | - | - | - | 0.0% |
| Licenses & Permits | - | - | - | - | - | - | 0.0% |
| Gambling Taxes | - | - | - | - | - | - | 0.0% |
| Charges for Services | 5,048,473 | 5,564,923 | 6,606,714 | 7,839,440 | 9,206,200 | 1,366,760 | 17.4% |
| Fines and Forfeits | - | - | - | - | - | - | 0.0% |
| Cable Franchise Fees | - | - | - | - | - | - | 0.0% |
| Rentals | - | - | - | - | - | - | 0.0% |
| Donations | - | - | - | - | - | - | 0.0% |
| Special Assessments | - | - | - | - | - | - | 0.0% |
| Investment Income | (983) | 4,344 | 297 | - | - | - | 0.0% |
| Miscellaneous | - | 28,125 | 184,644 | 2,000 | 2,000 | - | 0.0% |
| Total Revenues | $ 5,047,490 | $ 5,597,392 | $ 6,791,655 | $ 7,841,440 | $ 9,208,200 | $ 1,366,760 | 17.4% |
| | | | | | | | |
| **Expenditures** | | | | | | | |
| Personnel Services | $ 400,445 | $ 409,477 | $ 564,900 | $ 595,845 | $ 583,000 | $ (12,845) | -2.2% |
| Supplies & Materials | 67,859 | 100,785 | 65,665 | 76,325 | 78,350 | 2,025 | 2.7% |
| Other Services & Charges | 4,590,579 | 4,667,600 | 5,426,539 | 6,159,270 | 6,261,850 | 102,580 | 1.7% |
| Capital Outlay | - | 239,956 | 250,117 | 985,000 | 2,260,000 | 1,275,000 | 129.4% |
| Debt Service | - | - | - | - | - | - | 0.0% |
| Contingency | - | - | - | - | - | - | 0.0% |
| Total Expenditures | $ 5,058,883 | $ 5,417,818 | $ 6,307,221 | $ 7,816,440 | $ 9,183,200 | $ 1,366,760 | 17.5% |
| | | | | | | | |
| **Other Financing Sources (Uses)** | | | | | | | |
| Transfers In | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Transfers Out | (25,000) | (25,000) | (25,000) | (25,000) | (25,000) | - | 0.0% |
| Sale of Assets | - | - | 2,675 | - | - | - | 0.0% |
| Total Other Financing Sources | $ (25,000) | $ (25,000) | $ (22,325) | $ (25,000) | $ (25,000) | $ - | 0.0% |
| | | | | | | | |
| Net Change in Assets | (36,393) | 154,574 | 462,109 | - | - | | |
| | | | | | | | |
| Beginning Net Assets | 5,585,516 | 5,549,123 | 5,703,697 | 6,165,806 | 6,165,806 | | |
| Ending Net Assets | $ 5,549,123 | $ 5,703,697 | $ 6,165,806 | $ 6,165,806 | $ 6,165,806 | | |

City of Roseville

Sewer Fund Financial Summary

**Attachment C**

| **Revenues** | 2010 Actual | 2011 Actual | 2012 Actual | 2013 Budget | 2014 Budget | $ Increase (Decrease) | % Incr. (Decr.) |
|---|---|---|---|---|---|---|---|
| General Property Taxes | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Tax Increments | - | - | - | - | - | - | 0.0% |
| Intergovernmental Revenue | 321,188 | - | - | - | - | - | 0.0% |
| Licenses & Permits | - | - | - | - | - | - | 0.0% |
| Gambling Taxes | - | - | - | - | - | - | 0.0% |
| Charges for Services | 3,004,262 | 3,087,514 | 3,740,826 | 5,039,175 | 5,736,200 | 697,025 | 13.8% |
| Fines and Forfeits | - | - | - | - | - | - | 0.0% |
| Cable Franchise Fees | - | - | - | - | - | - | 0.0% |
| Rentals | - | - | - | - | - | - | 0.0% |
| Donations | - | - | - | - | - | - | 0.0% |
| Special Assessments | - | - | - | - | - | - | 0.0% |
| Investment Income | 74,064 | 46,889 | 7,641 | 75,000 | 25,000 | (50,000) | -66.7% |
| Miscellaneous | 596,072 | 198,747 | 20,858 | - | - | - | 0.0% |
| Total Revenues | $ 3,995,586 | $ 3,333,150 | $ 3,769,325 | $ 5,114,175 | $ 5,761,200 | $ 647,025 | 12.7% |
| | | | | | | | |
| **Expenditures** | | | | | | | |
| Personnel Services | $ 488,614 | $ 481,933 | $ 346,116 | $ 367,235 | $ 422,000 | $ 54,765 | 14.9% |
| Supplies & Materials | 49,576 | 41,560 | 41,367 | 46,395 | 47,350 | 955 | 2.1% |
| Other Services & Charges | 3,224,819 | 2,863,552 | 2,998,824 | 3,920,545 | 3,983,850 | 63,305 | 1.6% |
| Capital Outlay | - | 16,659 | 252,114 | 780,000 | 1,308,000 | 528,000 | 67.7% |
| Debt Service | - | - | - | - | - | - | 0.0% |
| Contingency | - | - | - | - | - | - | 0.0% |
| Total Expenditures | $ 3,763,009 | $ 3,403,704 | $ 3,638,421 | $ 5,114,175 | $ 5,761,200 | $ 647,025 | 12.7% |
| | | | | | | | |
| **Other Financing Sources (Uses)** | | | | | | | |
| Transfers In | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Transfers Out | - | - | - | - | - | - | 0.0% |
| Sale of Assets | - | - | - | - | - | - | 0.0% |
| Total Other Financing Sources | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| | | | | | | | |
| Net Change in Assets | 232,577 | (70,554) | 130,904 | - | - | | |
| | | | | | | | |
| Beginning Net Assets | 8,500,619 | 8,733,196 | 8,662,642 | 8,793,546 | 8,793,546 | | |
| Ending Net Assets | $ 8,733,196 | $ 8,662,642 | $ 8,793,546 | $ 8,793,546 | $ 8,793,546 | | |

City of Roseville

Stormwater Fund Financial Summary

**Attachment C**

| | | 2010 Actual | | 2011 Actual | | 2012 Actual | | 2013 Budget | | 2014 Budget | | $ Increase (Decrease) | % Incr. (Decr.) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Revenues** | | | | | | | | | | | | | |
| General Property Taxes | $ | - | $ | - | $ | - | $ | - | $ | - | $ | - | 0.0% |
| Tax Increments | | - | | - | | - | | - | | - | | - | 0.0% |
| Intergovernmental Revenue | | - | | - | | - | | - | | - | | - | 0.0% |
| Licenses & Permits | | - | | - | | - | | - | | - | | - | 0.0% |
| Gambling Taxes | | - | | - | | - | | - | | - | | - | 0.0% |
| Charges for Services | | 840,919 | | 956,094 | | 1,526,682 | | 1,966,915 | | 1,928,200 | | (38,715) | -2.0% |
| Fines and Forfeits | | - | | - | | - | | - | | - | | - | 0.0% |
| Cable Franchise Fees | | - | | - | | - | | - | | - | | - | 0.0% |
| Rentals | | - | | - | | - | | - | | - | | - | 0.0% |
| Donations | | - | | - | | - | | - | | - | | - | 0.0% |
| Special Assessments | | - | | - | | - | | - | | - | | - | 0.0% |
| Investment Income | | 87,238 | | 58,853 | | 26,874 | | 65,000 | | 30,000 | | (35,000) | -53.8% |
| Miscellaneous | | - | | 39,367 | | 110 | | - | | 40,000 | | 40,000 | #DIV/0! |
| Total Revenues | $ | 928,157 | $ | 1,054,314 | $ | 1,553,666 | $ | 2,031,915 | $ | 1,998,200 | $ | (33,715) | -1.7% |
| | | | | | | | | | | | | | |
| **Expenditures** | | | | | | | | | | | | | |
| Personnel Services | $ | 274,666 | $ | 287,928 | $ | 302,489 | $ | 324,615 | $ | 363,200 | $ | 38,585 | 11.9% |
| Supplies & Materials | | 60,211 | | 73,746 | | 73,715 | | 57,300 | | 79,100 | | 21,800 | 38.0% |
| Other Services & Charges | | 521,841 | | 421,942 | | 624,366 | | 791,000 | | 769,900 | | (21,100) | -2.7% |
| Capital Outlay | | - | | 289,564 | | - | | 859,000 | | 786,000 | | (73,000) | -8.5% |
| Debt Service | | - | | - | | - | | - | | - | | - | 0.0% |
| Contingency | | - | | - | | - | | - | | - | | - | 0.0% |
| Total Expenditures | $ | 856,718 | $ | 1,073,180 | $ | 1,000,570 | $ | 2,031,915 | $ | 1,998,200 | $ | (33,715) | -1.7% |
| | | | | | | | | | | | | | |
| **Other Financing Sources (Uses)** | | | | | | | | | | | | | |
| Transfers In | $ | - | $ | - | $ | - | $ | - | $ | - | $ | - | 0.0% |
| Transfers Out | | - | | - | | - | | - | | - | | - | 0.0% |
| Sale of Assets | | - | | - | | 42,000 | | - | | - | | - | 0.0% |
| Total Other Financing Sources | $ | - | $ | - | $ | 42,000 | $ | - | $ | - | $ | - | 0.0% |
| | | | | | | | | | | | | | |
| Net Change in Assets | | 71,439 | | (18,866) | | 595,096 | | - | | - | | | |
| | | | | | | | | | | | | | |
| Beginning Net Assets | | 9,147,888 | | 9,219,327 | | 9,200,461 | | 9,795,557 | | 9,795,557 | | | |
| Ending Net Assets | $ | 9,219,327 | $ | 9,200,461 | $ | 9,795,557 | $ | 9,795,557 | $ | 9,795,557 | | | |

City of Roseville

Recycling Fund Financial Summary

**Attachment C**

| **Revenues** | 2010 Actual | 2011 Actual | 2012 Actual | 2013 Budget | 2014 Budget | $ Increase (Decrease) | % Incr. (Decr.) |
|---|---|---|---|---|---|---|---|
| General Property Taxes | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Tax Increments | - | - | - | - | - | - | 0.0% |
| Intergovernmental Revenue | 69,775 | 70,267 | 104,892 | 65,000 | 65,000 | - | 0.0% |
| Licenses & Permits | - | - | - | - | - | - | 0.0% |
| Gambling Taxes | - | - | - | - | - | - | 0.0% |
| Charges for Services | 395,790 | 373,229 | 366,015 | 376,695 | 325,410 | (51,285) | -13.6% |
| Fines and Forfeits | - | - | - | - | - | - | 0.0% |
| Cable Franchise Fees | - | - | - | - | - | - | 0.0% |
| Rentals | - | - | - | - | - | - | 0.0% |
| Donations | - | - | - | - | - | - | 0.0% |
| Special Assessments | - | - | - | - | - | - | 0.0% |
| Investment Income | 1,461 | 4,875 | 1,825 | - | 1,000 | 1,000 | 0.0% |
| Miscellaneous | 104,747 | 172,466 | 87,243 | 90,000 | 90,000 | - | 0.0% |
| Total Revenues | $ 571,773 | $ 620,837 | $ 559,975 | $ 531,695 | $ 481,410 | $ (50,285) | -9.5% |
| **Expenditures** | | | | | | | |
| Personnel Services | $ 45,719 | $ 32,236 | $ 33,112 | $ 32,375 | $ 36,500 | $ 4,125 | 12.7% |
| Supplies & Materials | 772 | 704 | 878 | 405 | 600 | 195 | 48.1% |
| Other Services & Charges | 432,744 | 492,521 | 508,853 | 498,915 | 439,310 | (59,605) | -11.9% |
| Capital Outlay | - | 2,121 | 6,271 | - | 5,000 | 5,000 | 0.0% |
| Debt Service | - | - | - | - | - | - | 0.0% |
| Contingency | - | - | - | - | - | - | 0.0% |
| Total Expenditures | $ 479,235 | $ 527,582 | $ 549,114 | $ 531,695 | $ 481,410 | $ (50,285) | -9.5% |
| **Other Financing Sources (Uses)** | | | | | | | |
| Transfers In | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Transfers Out | - | - | - | - | - | - | 0.0% |
| Sale of Assets | - | - | - | - | - | - | 0.0% |
| Total Other Financing Sources | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Net Change in Assets | 92,538 | 93,255 | 10,861 | - | - | | |
| Beginning Net Assets | 67,381 | 159,919 | 253,174 | 264,035 | 264,035 | | |
| Ending Net Assets | $ 159,919 | $ 253,174 | $ 264,035 | $ 264,035 | $ 264,035 | | |

City of Roseville **Attachment C**

Golf Course Fund Financial Summary

| Revenues | 2010 Actual | 2011 Actual | 2012 Actual | 2013 Budget | 2014 Budget | $ Increase (Decrease) | % Incr. (Decr.) |
|---|---|---|---|---|---|---|---|
| General Property Taxes | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Tax Increments | - | - | - | - | - | - | 0.0% |
| Intergovernmental Revenue | - | - | - | - | - | - | 0.0% |
| Licenses & Permits | - | - | - | - | - | - | 0.0% |
| Gambling Taxes | - | - | - | - | - | - | 0.0% |
| Charges for Services | 302,610 | 270,434 | 299,555 | 312,830 | 360,800 | 47,970 | 15.3% |
| Fines and Forfeits | - | - | - | - | - | - | 0.0% |
| Cable Franchise Fees | - | - | - | - | - | - | 0.0% |
| Rentals | - | - | - | - | - | - | 0.0% |
| Donations | - | - | - | - | - | - | 0.0% |
| Special Assessments | - | - | - | - | - | - | 0.0% |
| Investment Income | 14,535 | 8,825 | 3,164 | 14,000 | 14,000 | - | 0.0% |
| Miscellaneous | - | - | - | - | 2,600 | 2,600 | #DIV/0! |
| Total Revenues | $ 317,145 | $ 279,259 | $ 302,719 | $ 326,830 | $ 377,400 | $ 50,570 | 15.5% |
| **Expenditures** | | | | | | | |
| Personnel Services | $ 221,869 | $ 221,639 | $ 242,091 | $ 229,000 | $ 237,900 | $ 8,900 | 3.9% |
| Supplies & Materials | 31,815 | 26,537 | 30,206 | 48,750 | 47,500 | (1,250) | -2.6% |
| Other Services & Charges | 85,176 | 84,304 | 88,221 | 93,050 | 92,000 | (1,050) | -1.1% |
| Capital Outlay | - | - | - | 40,000 | - | (40,000) | -100.0% |
| Debt Service | - | - | - | - | - | - | 0.0% |
| Contingency | - | - | - | - | - | - | 0.0% |
| Total Expenditures | $ 338,860 | $ 332,480 | $ 360,518 | $ 410,800 | $ 377,400 | $ (33,400) | -8.1% |
| **Other Financing Sources (Uses)** | | | | | | | |
| Transfers In | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Transfers Out | - | - | - | - | - | - | 0.0% |
| Sale of Assets | - | - | 2,709 | - | - | - | 0.0% |
| Total Other Financing Sources | $ - | $ - | $ 2,709 | $ - | $ - | $ - | 0.0% |
| Net Change in Assets | (21,715) | (53,221) | (55,090) | (83,970) | - | | |
| Beginning Net Assets | 898,551 | 876,836 | 823,615 | 768,525 | 684,555 | | |
| Ending Net Assets | $ 876,836 | $ 823,615 | $ 768,525 | $ 684,555 | $ 684,555 | | |

City of Roseville

**Attachment C**

Street Infrastructure Replacement Fund Financial Summary

| **Revenues** | 2010 Actual | 2011 Actual | 2012 Actual | 2013 Budget | 2014 Budget | $ Increase (Decrease) | % Incr. (Decr.) |
|---|---|---|---|---|---|---|---|
| General Property Taxes | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Tax Increments | - | - | - | - | - | - | 0.0% |
| Intergovernmental Revenue | 633,187 | 919,143 | 1,078,213 | 1,050,000 | 1,050,000 | - | 0.0% |
| Licenses & Permits | - | - | - | - | - | - | 0.0% |
| Gambling Taxes | - | - | - | - | - | - | 0.0% |
| Charges for Services | - | - | 5,826 | - | - | - | 0.0% |
| Fines and Forfeits | - | - | - | - | - | - | 0.0% |
| Cable Franchise Fees | - | - | - | - | - | - | 0.0% |
| Rentals | - | - | - | - | - | - | 0.0% |
| Donations | - | - | - | - | - | - | 0.0% |
| Special Assessments | 259,911 | 162,702 | 191,783 | 150,000 | 150,000 | - | 0.0% |
| Investment Income | 471,292 | 309,534 | 117,197 | 600,000 | 300,000 | (300,000) | -50.0% |
| Miscellaneous | - | - | - | - | - | - | 0.0% |
| Total Revenues | $ 1,364,390 | $ 1,391,379 | $ 1,393,019 | $ 1,800,000 | $ 1,500,000 | $ (300,000) | -16.7% |
| | | | | | | | |
| **Expenditures** | | | | | | | |
| Personnel Services | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Supplies & Materials | - | - | - | - | - | - | 0.0% |
| Other Services & Charges | - | - | - | - | - | - | 0.0% |
| Capital Outlay | 1,425,788 | 1,811,278 | 1,943,426 | 2,900,000 | 2,900,000 | - | 0.0% |
| Debt Service | - | - | - | - | - | - | 0.0% |
| Contingency | - | - | - | - | - | - | 0.0% |
| Total Expenditures | $ 1,425,788 | $ 1,811,278 | $ 1,943,426 | $ 2,900,000 | $ 2,900,000 | $ - | 0.0% |
| | | | | | | | |
| **Other Financing Sources (Uses)** | | | | | | | |
| Transfers In | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Transfers Out | - | - | (131,382) | - | - | - | 0.0% |
| Sale of Assets | - | - | - | - | - | - | 0.0% |
| Total Other Financing Sources | $ - | $ - | $ (131,382) | $ - | $ - | $ - | 0.0% |
| | | | | | | | |
| Net Change in Fund Balance | (61,398) | (419,899) | (681,789) | (1,100,000) | (1,400,000) | | |
| | | | | | | | |
| Beginning Fund Balance | 14,230,158 | 14,168,760 | 13,748,861 | 13,067,072 | 11,967,072 | | |
| Ending Fund Balance | $ 14,168,760 | $ 13,748,861 | $ 13,067,072 | $ 11,967,072 | $ 10,567,072 | | |

City of Roseville

**Attachment C**

Tax Increment Financing Funds Financial Summary

| **Revenues** | 2010 Actual | 2011 Actual | 2012 Actual | 2013 Budget | 2014 Budget | $ Increase (Decrease) | % Incr. (Decr.) |
|---|---|---|---|---|---|---|---|
| General Property Taxes | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Tax Increments | 1,966,665 | 1,592,214 | 2,157,987 | 500,000 | 2,165,000 | 1,665,000 | 333.0% |
| Intergovernmental Revenue | 1,358,890 | 183,739 | 35,488 | - | - | - | 0.0% |
| Licenses & Permits | - | - | - | - | - | - | 0.0% |
| Gambling Taxes | - | - | - | - | - | - | 0.0% |
| Charges for Services | - | - | - | - | - | - | 0.0% |
| Fines and Forfeits | - | - | - | - | - | - | 0.0% |
| Cable Franchise Fees | - | - | - | - | - | - | 0.0% |
| Rentals | - | - | - | - | - | - | 0.0% |
| Donations | - | - | - | - | - | - | 0.0% |
| Special Assessments | - | - | - | - | - | - | 0.0% |
| Investment Income | 235,456 | 180,628 | 43,729 | - | - | - | 0.0% |
| Miscellaneous | - | - | 15,681 | - | - | - | 0.0% |
| Total Revenues | $ 3,561,011 | $ 1,956,581 | $ 2,252,885 | $ 500,000 | $ 2,165,000 | $ 1,665,000 | 333.0% |
| | | | | | | | |
| **Expenditures** | | | | | | | |
| Personnel Services | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Supplies & Materials | - | - | - | - | - | - | 0.0% |
| Other Services & Charges | 9,912,452 | 789,724 | 570,728 | 500,000 | 2,165,000 | 1,665,000 | 333.0% |
| Capital Outlay | - | - | - | - | - | - | 0.0% |
| Debt Service | - | - | - | - | - | - | 0.0% |
| Contingency | - | - | - | - | - | - | 0.0% |
| Total Expenditures | $ 9,912,452 | $ 789,724 | $ 570,728 | $ 500,000 | $ 2,165,000 | $ 1,665,000 | 333.0% |
| | | | | | | | |
| **Other Financing Sources (Uses)** | | | | | | | |
| Transfers In | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Transfers Out | - | - | - | - | - | - | 0.0% |
| Sale of Assets | - | - | - | - | - | - | 0.0% |
| Total Other Financing Sources | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| | | | | | | | |
| Net Change in Fund Balance | (6,351,441) | 1,166,857 | 1,682,157 | - | - | | |
| | | | | | | | |
| Beginning Fund Balance | 10,387,046 | 4,035,605 | 5,202,462 | 6,884,619 | 6,884,619 | | |
| Ending Fund Balance | $ 4,035,605 | $ 5,202,462 | $ 6,884,619 | $ 6,884,619 | $ 6,884,619 | | |

# City of Roseville

**Attachment C**

## Cemetery Fund Financial Summary

| | 2010 Actual | 2011 Actual | 2012 Actual | 2013 Budget | 2014 Budget | $ Increase (Decrease) | % Incr. (Decr.) |
|---|---|---|---|---|---|---|---|
| **Revenues** | | | | | | | |
| General Property Taxes | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Tax Increments | - | - | - | - | - | - | 0.0% |
| Intergovernmental Revenue | - | - | - | - | - | - | 0.0% |
| Licenses & Permits | - | - | - | - | - | - | 0.0% |
| Gambling Taxes | - | - | - | - | - | - | 0.0% |
| Charges for Services | - | - | - | - | - | - | 0.0% |
| Fines and Forfeits | - | - | - | - | - | - | 0.0% |
| Cable Franchise Fees | - | - | - | - | - | - | 0.0% |
| Rentals | - | - | - | - | - | - | 0.0% |
| Donations | - | - | - | - | - | - | 0.0% |
| Special Assessments | - | - | - | - | - | - | 0.0% |
| Investment Income | 3,264 | 2,287 | 842 | 4,500 | 1,000 | (3,500) | -77.8% |
| Miscellaneous | - | - | - | - | - | - | 0.0% |
| Total Revenues | $ 3,264 | $ 2,287 | $ 842 | $ 4,500 | $ 1,000 | $ (3,500) | -77.8% |
| | | | | | | | |
| **Expenditures** | | | | | | | |
| Personnel Services | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Supplies & Materials | - | - | - | - | - | - | 0.0% |
| Other Services & Charges | 9,900 | 5,400 | 5,000 | 4,500 | 5,000 | 500 | 11.1% |
| Capital Outlay | - | - | - | - | - | - | 0.0% |
| Debt Service | - | - | - | - | - | - | 0.0% |
| Contingency (Comp Study) | - | - | - | - | - | - | 0.0% |
| Total Expenditures | $ 9,900 | $ 5,400 | $ 5,000 | $ 4,500 | $ 5,000 | $ 500 | 11.1% |
| | | | | | | | |
| **Other Financing Sources (Uses)** | | | | | | | |
| Transfers In | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| Transfers Out | - | - | - | - | - | - | 0.0% |
| Sale of Assets | - | - | - | - | - | - | 0.0% |
| Total Other Financing Sources | $ - | $ - | $ - | $ - | $ - | $ - | 0.0% |
| | | | | | | | |
| Net Change in Fund Balance | (6,636) | (3,113) | (4,158) | - | (4,000) | | |
| | | | | | | | |
| Beginning Fund Balance | 105,639 | 99,003 | 95,890 | 91,732 | 91,732 | | |
| Ending Fund Balance | $ 99,003 | $ 95,890 | $ 91,732 | $ 91,732 | $ 87,732 | | |

ROSEVILLE

# REQUEST FOR COUNCIL ACTION

Date: 12/09/13
Item No.: 12.b

Department Approval

City Manager Approval

Item Description: Consider Adopting the 2014 Final HRA Tax Levy

**BACKGROUND**

State Statute requires all municipalities that have levy authority over other governmental agencies to adopt a preliminary tax levy for that agency by September 15th for the upcoming fiscal year. The Roseville HRA, while a separate legal entity, does not have direct levy authority. The City Council must adopt a levy using its authority along with a designation that the funds go to the HRA.

On August 13, 2013, the HRA formally adopted a resolution calling for a 2014 Recommended Tax Levy in the amount of $703,579, an increase of $5,108 or 0.7% over 2013. A copy of the resolution is included in *Attachment B*.

The following table summarizes the estimated tax impact on **residential** homes, based on the HRA's recommended 2014 tax levy, tax base estimates provided by Ramsey County, and assuming a 3.5% increase in property valuation – the expected amount for a median valued home in Roseville.

**Estimated Tax Impact – Median Valued Home with a 3.5% Valuation Increase**

| Value of Home | 2012 Actual | 2013 Estimated | $ Increase (decrease) | % Increase (decrease) |
|---|---|---|---|---|
| $ 150,075 | $ 26 | $ 27 | $ 1 | 2.9 % |
| 170,775 | 30 | 31 | 1 | 2.9 % |
| 194,994 | 34 | 35 | 1 | 2.9 % |
| 207,890 | 36 | 37 | 1 | 2.9 % |
| 226,789 | 39 | 41 | 1 | 2.9 % |

The amounts shown above are <u>independent</u> of the impact that results from the City's tax levy.

## POLICY OBJECTIVE

Adopting a final HRA tax levy is required under State Statutes in order to make it effective the following year.

## FINANCIAL IMPACTS

See above.

## STAFF RECOMMENDATION

Staff Recommends the Council adopt or modify the attached resolution setting the 2014 Final HRA Tax Levy.

## REQUESTED COUNCIL ACTION

Motion to adopt or modify the attached resolution establishing the 2014 Final HRA Tax Levy.

Prepared by: Chris Miller, Finance Director

Attachments:
A: Resolution to adopt the 2014 Final HRA Tax Levy
B: Resolution adopted by the HRA requesting a 2014 Tax Levy
C: Proposed 2014 Roseville HRA Budget

Attachment A

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was held on the 9th day of December, 2013, at 6:00 p.m.

The following members were present

and the following were absent:

Member ___________introduced the following resolution and moved its adoption:

**RESOLUTION NO _____**

**A RESOLUTION SUBMITTING THE HOUSING AND REDEVELOPMENT AUTHORITY, IN AND FOR THE CITY OF ROSEVILLE, SPECIAL PROPERTY TAX LEVY ON REAL ESTATE TO THE RAMSEY COUNTY AUDITOR FOR THE FISCAL YEAR OF 2014**

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

The request of the Housing and Redevelopment Authority, in and for the City of Roseville, for a special levy per Minnesota Statues Section 469.033, is hereby authorized in the amount of $703,579 to be collected in 2014 for the purposes of Minnesota Statutes Section 469.001 to 469.047.

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

and the following voted against:

WHEREUPON said resolution was declared duly passed and adopted.

State of Minnesota)
) SS
County of Ramsey)

I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 9th day of December, 2013 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 9th day of December, 2013.

______________________________
Patrick Trudgeon
Interim City Manager

Seal

**EXTRACT OF MINUTES OF MEETING OF THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF ROSEVILLE**

Pursuant to due call and notice thereof, a regular meeting of the Housing and Redevelopment Authority in and for the City of Roseville, County of Ramsey, Minnesota, was duly called and held at the City Hall on Tuesday, the 13st day of August, 2013, at 6:00 p.m.

The following members were present: Quam, Willmus, Elkins, Maschka, Lee, Masche

and the following were absent: Majerus

Commissioner Quam introduced the following resolution and moved its adoption

**Resolution No. 50**

**A Resolution Adopting A Tax Levy in 2013 Collectible in 2014**

BE IT RESOLVED by the Board of Commissioners (the "Board") of the Housing and Redevelopment Authority in and for the City of Roseville, Minnesota (the "Authority"), as follows:

Section 1. Recitals.

1.01. The Authority is authorized by Minnesota Statutes Section 469.033 to adopt a levy on all taxable property within its area of operation, which is the City of Roseville, Minnesota (the "City").

1.02. The Authority is authorized to use the amounts collected by the levy for the purposes of Minnesota Statutes Section 469.001 to 469.047 (the "General Levy").

Section 2. Findings

2.01. The Authority hereby finds that it is necessary and in the best interest of the City and the Authority to adopt the General Levy to provide funds necessary to accomplish the goals of the Authority and in furtherance of its Housing Plan.

Section 3. Adoption of General Levy.

3.01. The following sums of money are hereby levied for the current year, collectible in 2014, upon the taxable property of the City for the purposes of the General Levy described in Section 1.02 above:

Amount: $703,579

Section 4. Report to City and Filing of Levies.

4.01. The executive director of the Authority is hereby instructed to transmit a certified copy of this Resolution to the City Council for its consent to the levies.

4.02. After the City Council has consented by resolution to the levies, the executive director of the Authority is hereby instructed to transmit a certified copy of this Resolution to the county auditor of Ramsey County, Minnesota.

Adopted by the Board of the Authority this 13st day of August, 2013.

Certificate

I, the undersigned, being duly appointed and acting Executive Director of the Housing and Redevelopment Authority in and for the City of Roseville, Minnesota, hereby certify that I have carefully compared the attached and foregoing resolution with the original thereof on file in my office and further certify that the same is a full, true, and complete copy of a resolution which was duly adopted by the Board of Commissioners of said Authority at a duly called and regularly held meeting thereof on August 13, 2013.

I further certify that Commissioner Quam introduced said resolution and moved its adoption, which motion was duly seconded by Commissioner Elkins, and that upon roll call vote being taken thereon, the following Commissioners voted in favor thereof:

Quam, Willmus, Elkins, Maschka, Lee, Masche

and the following voted against the same: None

whereupon said resolution was declared duly passed and adopted.

Witness my hand as the Executive Director of the Authority this 13st day of August, 2013.

Executive Director
Housing and Redevelopment
Authority in and for the City
of Roseville, Minnesota

1384193v1

Attachment C

City of Roseville Housing & Redevelopment Authority DRAFT
2014 Proposed_Budget_Fund 723

| Account Number 723 | Description | 2013 Adopted Budget | 2014 Proposed Budget |
|---|---|---|---|
| | Proposed Sources: | Revenue | Revenue |
| | Cash - Carry over end of year | $ 89,895.69 | $ 145,300.00 |
| | Investment Income | 5,000.00 | 5,000.00 |
| | HRA Levy - Approved by City Council | 698,471.00 | 703,579.00 |
| | Home & Garden Fees | 15,000.00 | 16,000.00 |
| | Miscellaneous Income | $0 | $0 |
| | Total Revenue | 808,366.69 | 869,879.00 |

| Account Number 723 | Description | 2013 Proposed Budget | 2014 Proposed Budget |
|---|---|---|---|
| | Proposed Uses: | Expenses | Expenses |
| 70 | **Home & Garden Fair** | Home & Garden Fair | Home & Garden Fair |
| 430000 | Professional Services - Design Service | | |
| 433000 | Advertising | 5,000.00 | 5,000.00 |
| 434000 | Printing | 5,000.00 | 5,000.00 |
| 438000 | Rental | 7,700.00 | 7,700.00 |
| 448000 | Miscellaneous & Supplies (424000) | 3,000.00 | 3,000.00 |
| 430000 | Professional Services - Online Registration | 300.00 | 300.00 |
| 70 | **Home & Garden Fair** | 21,000.00 | 21,000.00 |
| 71 | **Housing Replacement Program** | | |
| 430000 | Professional Services | - | - |
| 434000 | Printing | - | - |
| 448000 | Miscellaneous | - | - |
| 490000 | Contractor Payments | | |
| 71 | **Housing Replacement Program** | 200,000.00 | 200,000.00 |
| 72 | **Multi Family Program** | | |
| 430000 | Professional Services | - | - |
| 434000 | Printing | - | - |
| 448000 | Miscellaneous | - | - |
| | Other Services & Charges | - | - |
| 490000 | Contractor Payments | | |
| 72 | **Multi Family Program Total** | 175,000.00 | 250,000.00 |
| 73 | **Ownership Rehab Program** | | |
| 430000 | Professional Services-HRC | 13,000.00 | 13,000.00 |
| 433000 | Advertising | - | - |
| | Other Services & Charges Fees for Loan Closing | | |
| 490000 | Greene Award Program | 850.00 | 850.00 |
| | Energy Efficiency Program | 12,000.00 | 12,000.00 |
| 73 | **Ownership Rehab Program Total** | 25,850.00 | 25,850.00 |
| 74 | **First Time Buyer Program** | | |
| 430000 | Professional Services | | |
| 433000 | Advertising | | |
| 448000 | Other Services & Charges (448000, 424000) | - | - |
| 490000 | Live/work RSV program | | |
| 74 | **First Time Buyer Program Total** | - | - |
| 78 | **Neighborhood Enhancement Program** | | |
| 430000 | Prof Services | 23,540.00 | 20,800.00 |
| 433000 | Marketing -Printing and Mailing | 4,500.00 | 4,500.00 |
| | Other Services & Charges | 690.00 | 700.00 |
| 78 | **Neighborhood Enhancement Program Total** | 28,730.00 | 26,000.00 |
| 82 | **Marketing_Studies** | | |
| 430000 | Prof Services - Update Comprehensive Housing Stud | 13,215.00 | - |
| | Prof Services - Charrette for Dale Street | 10,000.00 | - |
| 433000 | Ongoing Marketing-Advertising | 2,500.00 | 12,500.00 |
| | City Communication Shared Position | 30,000.00 | 30,000.00 |
| 434000 | Printing Marketing Materials | 6,500.00 | 6,500.00 |
| 448000 | Miscellaneous-Postage | 1,500.00 | 1,500.00 |
| 82 | **Marketing_Studies** | 63,715.00 | 50,500.00 |
| 56 | **Economic Development** | | |
| 430000 | Prof Services-BR&E survey/report | 30,000.00 | 10,000.00 |
| 433000 | Marketing -Outreach to existing businesses | 10,000.00 | 10,000.00 |
| | Other Services & Charges | | |
| 490000 | New Programming based upon BR&E survey | | 20,000.00 |
| 56 | **Economic Development Program Total** | 40,000.00 | 40,000.00 |
| 00 | **General HRA Expenditures** | | |
| 430000 | Prof. Svs. (Staff, Secretary) | 154,313.00 | 162,028.65 |
| 0006 | Prof. Svs. (HRA Attorney) | 15,000.00 | 15,000.00 |
| 448001 | Fiscal/Overhead Fee | 8,727.00 | 9,721.72 |
| 441000 | Education (Training/Conferences) | 1,725.00 | 2,000.00 |
| 441000 | Training/Conferences for Boardmembers | 1,000.00 | 1,000.00 |
| 442000 | Mbrship/Subscriptions | 1,500.00 | 1,500.00 |
| 448000 | Other Services & Charges(448000,424000,433000) | 2,000.00 | 2,000.00 |
| 00 | **General HRA Expenditures** | 184,265.00 | 193,250.37 |
| | **Budget Subtotal** | 738,560.00 | 806,600.37 |
| | Reserves | 69,806.69 | 63,278.63 |
| | **Total Expenses** | 808,366.69 | 869,879.00 |
| | | | |
| | Over (under) | - | |
| | Reserve | | |
| | Required 35% Cashflow shortfall reserve | 282,928.34 | 304,457.65 |
| | Current Cashflow reserve for shortfalls | 145,309.58 | 145,309.58 |

DRAFT

| Action | Responsible | New or Existing | Timeline | Budget Implications | Sources of Funds | | Outcome | Financial Needs | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **1. Foster, promote, and effectively communicate the advantages of living in Roseville** | | | | | | | | 2013 | 2014 | 2015 | 2016 |
| A. Increase the use of HRA's financial resources, housing programs and HRC Center services by residents, property owners, and others.<br>• Construction Services<br>• Rehab loans (3-5 a year)<br>• Loan closing costs/fees<br>• General marketing | HRC<br>HRC<br>HRC<br>Staff | Existing | Ongoing<br>Ongoing<br>Upon loan closing | Was $15,000<br>Loan pool $554,000 receivables $465,000<br>General overall marketing and operations | Levy<br>Levy | Revolving loan | Home Improvement | 13,000<br>10,500 | 13,000<br>20,500 | | |
| B. Continue to position the HRA as a leader in providing education and information about resources that support sustainable life styles. | Staff | Existing | Ongoing | Staff time<br>Participation in NAHRO, SLUC, ULI and others | | | | | | | |
| C. When marketing the City, highlight advantages for changing demographics. | Staff/Consultant | Existing | Ongoing | $30,000 | Levy | Shared resource with Admin for new position | | 30,000 | 30,000 | | |
| D. Produce events such as the Living Smarter Home and Garden Fair, workshops, and create partnership that encourage environmental stewardship when creating and/or remodeling housing stock and when developing neighborhoods. | Staff/partners | Existing | Yearly | $21,000-cost<br>$16,000-income | Levy | Fees | | 21,000 | 21,000 | | |
| E. Create programs and resources that help residents incorporate healthy building techniques. | NEC/Staff | Existing | Ongoing | $12,000 for Energy Audits<br>$850 for Green Award | Levy | | | 12,000 | 12,850 | | |
| F. Expand the HRA's presence in social media and Web-based services. | Staff/Consultant | Existing | Ongoing | | | | | | | | |
| G. Promote innovative housing developments to foster neighborhood-level places that maximize the sense of community | Staff | New | Ongoing | Part of 2. | | | | | | | |
| **2. Create and maintain high quality, sustainable multi-family housing options** | | | | | | | | | | | |
| A. Increase alternative housing options and flexible designs to support both changing demographics and long term uses. | Developer/Staff | New | 2012-2018 | Part of 2 d.<br>Project specific | | | | | | | |
| B. Provide financial resources to preserve and develop new housing in partnership with non-profit community groups, private sector development partners, and federal, state, and regional agencies. | Developer/Staff | Existing | Ongoing | Part of 2 d. and 2 e. | Levy<br>724 acct | State, County, Met Council, Federal Reserve | | 175,000 | 250,000 | | |
| C. Create walkability and pedestrian connectivity in all redevelopment plans the HRA participates in. | Developer/Staff | New | Ongoing | Project specific | | Met Council<br>County Funds | | | | | |
| D. Provide leadership in assembling sites and/or providing financial assistance for the development of intergenerational housing.<br>• Dale Street Station<br>• Good Samaritan<br>• Owasso School | Staff<br>Developer/Staff<br>Staff | New | 2012-2014<br>2013-2015<br>2014-2016 | $686,000 less costs for taxes, clearing/maintaining.<br>Unknown<br>1.6 Million | Levy | 720/721 Possibly if affordable housing<br>724 Balance +2B budget<br>724 Account | | | | | |
| E. Continue to provide resources that support affordable housing options in the community. | Staff | Existing | Ongoing | Part of 2 b. | | 720/721 State, Cty & Met Council | | | | | |
| F. Identify preferred redevelopment sites and increase partnership so that HRA has a "development in the works" at all times. | Staff | New | 1 per year | Part of 2 d. | | | | | | | |
| **3. Create and maintain high-quality, sustainable single-family housing options.** | | | | | | | | | | | |
| A. Increase resources to renovate, redevelop, and/or undertake infill projects. | Staff | New | 2013 forward | Existing fund balance of $553,965 | | Revolving Loan Funds | | | | | |
| B. Maintain and encourage a mix of housing types in each neighborhood by directly purchasing available properties for demolition and supporting new home construction. | Staff | New | 2-3 Homes a year | $200,000 | Levy | | | 200,000 | 200,000 | | |
| C. Ensure availability of appropriate resources to rehabilitate and upgrade existing housing stock for changing demographics. | HRC | Existing w/ possible program change | Ongoing | Existing fund balance of $553,965 | | Revolving Loan Funds | | | | | |
| **4. Prevent and eliminate blight on individual properties, neighborhoods and the entire community.** | | | | | | | | | | | |
| A. Identify properties that are underutilized, deteriorated, or blighted and use available tools (such as condemnation, licensing and/or regulations) to revitalize or redevelop. | Staff/Code Officials | New | 1 a year | Condemnation, Licensing, Regulations | Levy | | | | | | |
| B. Utilize funding tools such as HIA's, Conduit Debt Financing, and Bonding to be used to promote the improvement of housing and redevelopment sites. | Staff | Existing | Ongoing review | HIA's, Conduit Debt Financing and Bonding | | HIA's, Conduit Debt Financing | | | | | |
| C. Continue to provide resources to maintain proactive code enforcement policies to prevent nuisance properties from negatively impacting surrounding properties. | Staff | Existing | 6 mo. each year | Account 722 for abatement | Levy | NEP<br>Revolving funds | | 29,730 | 26,000 | | |
| D. Continue to explore, in partnership with the City, further regulation (such as licensing) of rental units within the City and develop a better understanding of the resources needed. | Staff/Consultant<br>Code Officials, Police | New | Start 2015 annually | Fee based program operated by Comm Dev. | | Fee based | | | | | |
| E. Identify at-risk neighborhoods and create partnerships to strengthen them. | Staff | New | Start 2013 continuing | Southeast Roseville Neighborhood Integration | Levy | County and State Funds | | | | | |
| **5. Retain and attract desirable housing and businesses that lead to employment, investment, and commitment to the community.** | | | | | | | | | | | |
| A. Engage the community in developing objectives that articulate business develop priorities. | Consultant/Staff | New | 2013 | Planning process | Levy | | | 30,000 | 10,000 | | |
| B. Support the creation of redevelopment plans for areas and corridors that would benefit from reinvestment and revitalization. | Staff/Planners/ Consultant | New | Ongoing | Review previous corridor plans for use and implementation | | Met Council Planning Grants | | | | | |
| C. Use Public-Private partnerships to encourage reinvestment, revitalization, and redevelopment of retail, office, and employment districts. | Staff/Developer/Owners | New | 2014 ongoing | Loan program outcome from outreach process | Levy | Clean-up grants | Discuss need once BR&E report is completed | | 20,000 | | |
| D. Create strong relationships with existing and prospective businesses to understand their needs and to maximize opportunities for business retention, growth, and development. | Staff/Mayor/ Consultant | New | Ongoing | Programs & Outreach | Levy | | | 10,000 | 10,000 | | |
| E. Develop programs for businesses that encourage people to live within the community. | Staff/HRC | New | 2014 | | Levy | | | | | | |
| F. Incentivize environmental stewardship of commercial development. | Staff/Xcel | New | 2013 ongoing | Audit/resource program/loan program | Levy<br>Levy | | | | | | |
| G. Partner w/ City Council to pro-vide financial resources to facilitate community economic development & redevelopment objectives. | Staff | New | Ongoing | Meet with council quarterly to discuss objectives. | | | | | | | |
| **6. Provide the necessary staff support & resources to work with partners to ensure goals & objectives of strategic plan are accomplished in a timely manner.** | | | | | | | | | | | |
| A. Review current HRA staff levels and provide any additional support needed to ensure implementation of the Strategic Plan. | CDD/Program Man./Debt Assistant Secretary Attorney | Existing | Ongoing | Increase in staff $50000-$60000<br>Increase fee to $15,000 | Levy | | | 154,313<br>15,000 | 162,029<br>15,000 | | |
| B. Explore and evaluate financial resources available to support the implementation of the Strategic Plan. | Staff | New and Existing | Ongoing | Staff time | Levy | Met Council Funds, Excess TIF districts | | | | | |
| C. Actively promote education, growth, and advancement of staff, board members, and community members. | Staff | Existing | Ongoing | | | | | 3,225 | 4,500 | | |
| D. Provide Quarterly Progress Report to the HRA board of all HRA's funding sources, grant programs, and overall operations. | Staff | Existing | Ongoing | Staff time | | | | | | | |
| E. Conduct an annual review with the City Council of the HRA's strategic plan and budget. A new strategic plan will be developed every four years. | Staff/consultant | Existing | Yearly meetings with Council | Update in 2016 | Levy | Other programs that qualify for action | | | | | |
| F. Seek & nurture partnership w/ police & fire departments, neighboring cities, school districts, non-profits, and consumers to improve overall quality of life in the City. | Staff | Existing | Ongoing | Staff time. Some new programming will require additional staff time. | | | | | | | |
| Subtotal | | | | | | | | 808471 | 794,878 | | |
| Miscellaneous | | | | | | | | 10,727 | 11,722 | | |
| Reserves for cash flow | | | | | | | | +69807 | - 63,279 | | |
| Income from Cash Carryover, Investment Income and H&G Fees | | | | | | | | -99,836 | -166,300 | | |
| Total Levied | | | | | | | | 698471 | 703,579 | | |

City of Roseville Housing & Redevelopment Authority **DRAFT**
2014 Proposed_Budget_Fund 723

Attachment C

| Account Number 723 | Description | 2013 Adopted Budget | 2014 Proposed Budget |
|---|---|---|---|
| | **Proposed Sources:** | **Revenue** | **Revenue** |
| | Cash - Carry over end of year | $ 89,895.69 | $ 145,300.00 |
| | Investment Income | 5,000.00 | 5,000.00 |
| | HRA Levy - Approved by City Council | 698,471.00 | 703,579.00 |
| | Home & Garden Fees | 15,000.00 | 16,000.00 |
| | Miscellaneous Income | $0 | $0 |
| | **Total Revenue** | 808,366.69 | 869,879.00 |

| Account Number 723 | Description | 2013 Proposed Budget | 2014 Proposed Budget |
|---|---|---|---|
| | **Proposed Uses:** | **Expenses** | **Expenses** |
| 70 | **Home & Garden Fair** | **Home & Garden Fair** | **Home & Garden Fair** |
| 430000 | Professional Services - Design Service | | |
| 433000 | Advertising | 5,000.00 | 5,000.00 |
| 434000 | Printing | 5,000.00 | 5,000.00 |
| 438000 | Rental | 7,700.00 | 7,700.00 |
| 448000 | Miscellaneous & Supplies (424000) | 3,000.00 | 3,000.00 |
| 430000 | Professional Services - Online Registration | 300.00 | 300.00 |
| 70 | **Home & Garden Fair** | 21,000.00 | 21,000.00 |
| 71 | **Housing Replacement Program** | | |
| 430000 | Professional Services | - | - |
| 434000 | Printing | - | - |
| 448000 | Miscellaneous | - | - |
| 490000 | Contractor Payments | | |
| 71 | **Housing Replacement Program** | 200,000.00 | 200,000.00 |
| 72 | **Multi Family Program** | | |
| 430000 | Professional Services | - | - |
| 434000 | Printing | - | - |
| 448000 | Miscellaneous | - | - |
| | Other Services & Charges | - | - |
| 490000 | Contractor Payments | | |
| 72 | **Multi Family Program Total** | 175,000.00 | 250,000.00 |
| 73 | **Ownership Rehab Program** | | |
| 430000 | Professional Services-HRC | 13,000.00 | 13,000.00 |
| 433000 | Advertising | - | - |
| | Other Services & Charges Fees for Loan Closing | | |
| 490000 | Greene Award Program | 850.00 | 850.00 |
| | Energy Efficiency Program | 12,000.00 | 12,000.00 |
| 73 | **Ownership Rehab Program Total** | 25,850.00 | 25,850.00 |
| 74 | **First Time Buyer Program** | | |
| 430000 | Professional Services | | |
| 433000 | Advertising | | |
| 448000 | Other Services & Charges (448000, 424000) | - | - |
| 490000 | Live/work RSV program | | |
| 74 | **First Time Buyer Program Total** | - | - |
| 78 | **Neighborhood Enhancement Program** | | |
| 430000 | Prof Services | 23,540.00 | |
| 433000 | Marketing -Printing and Mailing | 4,500.00 | |
| | Other Services & Charges | 690.00 | |
| 78 | **Neighborhood Enhancement Program Total** | 28,730.00 | - |
| 82 | **Marketing_Studies** | | |
| 430000 | Prof Services - Update Comprehensive Housing Stud | 13,215.00 | - |
| | Prof Services - Charrette for Dale Street | 10,000.00 | - |
| 433000 | Ongoing Marketing-Advertising | 2,500.00 | 20,000.00 |
| | City Communication Shared Position | 30,000.00 | 30,000.00 |
| 434000 | Printing Marketing Materials | 6,500.00 | 6,500.00 |
| 448000 | Miscellaneous-Postage | 1,500.00 | 1,500.00 |
| 82 | **Marketing_Studies** | 63,715.00 | 58,000.00 |
| 56 | **Economic Development** | | |
| 430000 | Prof Services-BR&E survey/report | 30,000.00 | 10,000.00 |
| 433000 | Marketing -Outreach to existing businesses | 10,000.00 | 10,000.00 |
| | Other Services & Charges | | |
| 490000 | New Programming based upon BR&E survey | | 25,000.00 |
| 56 | **Economic Development Program Total** | 40,000.00 | 45,000.00 |
| 00 | **General HRA Expenditures** | | |
| 430000 | Prof. Svs. (Staff, Secretary) | 154,313.00 | 162,028.65 |
| 0006 | Prof. Svs. (HRA Attorney) | 15,000.00 | 15,000.00 |
| 448001 | Fiscal/Overhead Fee | 8,727.00 | 9,721.72 |
| 441000 | Education (Training/Conferences) | 1,725.00 | 2,000.00 |
| 441000 | Training/Conferences for Boardmembers | 1,000.00 | 1,000.00 |
| 442000 | Mbrship/Subscriptions | 1,500.00 | 1,500.00 |
| 448000 | Other Services & Charges(448000,424000,433000) | 2,000.00 | 2,000.00 |
| 00 | **General HRA Expenditures** | 184,265.00 | 193,250.37 |
| | **Budget Subtotal** | 738,560.00 | 793,100.37 |
| | Reserves | 69,806.69 | 76,778.63 |
| | **Total Expenses** | 808,366.69 | 869,879.00 |
| | Over (under) | - | |
| | Reserve | | |
| | Required 35% Cashflow shortfall reserve | 282,928.34 | 304,457.65 |
| | Current Cashflow reserve for shortfalls | 145,309.58 | 145,309.58 |

**DRAFT**

ROSEVILLE

# REQUEST FOR COUNCIL ACTION

Date: 12/09/13
Item No.: 13.a

Department Approval | City Manager Approval

Item Description: Consider Suspending New Registrations for the Utility Rate Discount Program

## BACKGROUND

At the November 25th and December 2nd City Council meetings, the Council expressed support for re-designing the City's Utility Rate Discount program. It was noted at the meetings that it would take approximately 6 months to research and design new Program objectives and eligibility requirements, and to communicate those changes to residents.

The Council indicated a desire to suspend all new registrations for the Program given the pending changes and given the fact that new registrants would only be allowed to remain on the Program for a limited time.

A resolution to suspend all new registrations for the Utility Discount program is included in *Attachment A*. Staff will be available at the Council meeting to address any inquiries.

## POLICY OBJECTIVE

Not applicable.

## FINANCIAL IMPACTS

Not applicable.

## STAFF RECOMMENDATION

Based on previous Council direction, Staff is recommending that the Council adopt the attached resolution suspending any new registrations for the Utility Discount program effective December 10, 2013.

## REQUESTED COUNCIL ACTION

Motion to adopt the attached resolution suspending any new registrations for the Utility Discount program effective December 10, 2013.

Prepared by: Chris Miller, Finance Director
Attachments: A: Resolution prohibiting new registrations for the Utility Discount Program
B: Memo on the Senior Discount Program

**Attachment A**

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

* * * * * * * * * * * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 9th day of December, 2013 at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION _______

**RESOLUTION SUSPENDING NEW REGISTRATIONS FOR THE UTILITY DISCOUNT PROGRAM**

WHEREAS, Ordinance #620 was passed on April 27, 1970 establishing financial relief for eligible homeowners with regard to minimum (base) water and sewer charges; and

WHEREAS, the prescribed financial relief became generally known as the Utility Discount or Senior Discount Program; and

WHEREAS, the Discount Program was incorporated by reference in City Code 801.16(B)(8) and reads as follows:

> *8. Head of Household: The City Council* *<u>may</u>* *[emphasis added] establish reduced water rates for any residence in which the owner and head of the household is receiving retirement survivors' insurance or disability insurance under the Social Security Act, 42 U.S.C. section 301, as amended. (Ord. 620, 4-27-1970; 1995 Code)*

and WHEREAS, the City Council intends to re-design the Program's objectives and eligibility criteria.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Roseville, Minnesota, hereby suspends any new registrations for Discount Program until such time that the Program is re-designed in accordance with City Council direction.

The effective date of this action is December 10, 2013.

The motion for the adoption of the foregoing resolution was duly seconded by member

and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted.

State of Minnesota)
) SS
County of Ramsey)

I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 9th day of December, 2013 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 9th day of December, 2013.

______________________________
Patrick Trudgeon
Interim City Manager

Seal

ROSEVILLE

# Memo

**To:** Roseville City Council

**From:** Chris Miller, Finance Director

**Date:** November 18, 2013

**Re:** Utility Bill Senior Discount Program

---

**Background**

The City's Utility Bill Discount Program (or a variation thereof) is believed to have been in existence since at least 1970 when the City passed Ordinance #620. This ordinance is believed to have been created as a means of encouraging homeowners to abandon their private wells and septic systems in favor of connecting to the municipal system.

It is presumed that at the time the cost of connecting to the municipal system would have been cost-prohibitive for many homeowners that were on a fixed or limited income. It is also presumed that City Officials determined that most of the homeowners in that economic category were most likely to be retired seniors.

Beginning January 1, 2004 the City Council expanded the 'Senior Discount' Program to include single-family homeowners that are at or below federal poverty guidelines. Under the current Program single-family homeowners must meet the following eligibility requirements:

**Utility Billing Discount Program Requirements**

- ❖ Owner and head of the household of a single-family home

In addition, homeowners must meet one of the following requirements:

- ❖ At or below the federal poverty threshold guidelines

**--- OR ---**

- ❖ Presently receiving retirement, survivors insurance, or disability insurance under the Social Security Act, 42 USC #301, as amended.

Currently, 25% of all single-family homeowners are getting the discount – an increase of 400 households in the past 5 years. The discount applies on the water and sewer base fees only. The household discount amount is $31.40 per quarter, or $125.60 annually. This is shown in the chart below:

| | Standard Amount | Discount Amount | Difference | % Diff. |
|---|---|---|---|---|
| Water Base Fee (per quarter) | $ 49.50 | $ 32.15 | $ (17.35) | |
| Sanitary Sewer Base Fee (qtr.) | 37.35 | 23.30 | (14.05) | |
| | | | | |
| Total | $ 86.85 | $ 55.45 | $ (31.40) | -36% |

The total citywide value of the discounts is approximately $290,000 annually. This represents the amount of water and sewer charges that are shifted from households that get the discount to those that don't.

To put this in a different context, if the senior discount program was eliminated, the standard fee would be reduced as follows:

| | Standard Amount | Revised Amount | Difference | % Diff. |
|---|---|---|---|---|
| Water Base Fee (per quarter) | $ 49.50 | $ 45.50 | $ (4.00) | |
| Sanitary Sewer Base Fee (qtr.) | 37.35 | 34.20 | (3.15) | |
| | | | | |
| Total | $ 86.85 | $ 79.70 | $ (7.15) | - 8% |

**Discussion Issues**

In evaluating the relevance of any existing public assistance program, it's important to reflect upon why the program was created in the first place and whether those objectives have been met. In this particular case, the Program was created to achieve a specific outcome – to encourage homeowners to connect to the municipal system. Clearly this primary objective was achieved long ago.

This raises the question as to what the Program's current objectives are. Intuitively one could surmise that one of the remaining objectives is to provide assistance to those that have limited financial means. However, the Program does not feature any means testing. Recipients merely have to sign an affidavit signifying that they're drawing social security or are at or below federal poverty guidelines. Currently, only a handful of homeowners are receiving the discount because they are below the federal poverty guidelines.

This discussion has taken place at the Council level on several occasions in the past decade. Each time, the Council has taken no action. Given the significant financial shift that is occurring, the Council is advised to carefully consider whether the Program's objectives are still relevant. That consideration should be made with the understanding that the number of recipients in the Program is expected to steadily expand over the next 10 years under current eligibility criteria.

This expansion will make it financially advantageous for older homeowners, while simultaneously making it financially more difficult for younger ones.

ROSEVILLE

# REQUEST FOR COUNCIL ACTION

Date: 12/09/13
Item No.: 13.b

Department Approval

City Manager Approval

Item Description: Consider Adopting the 2014 Utility Rate Adjustments

## BACKGROUND

Over the past several months, City Staff has been reviewing the City's utilities operations to determine whether customer rate adjustments are necessary for 2014. The analysis included a review of the City's water, sanitary sewer, storm drainage, and curbside recycling operations. It also incorporates the recommendations provided by the Council-appointed Capital Improvement Plan (CIP) Task Force, and the Public Works, Environment, and Transportation Commission (PWET).

Staff's analysis included a review of the following:

- Fixed costs including personnel, supplies and maintenance, and depreciation.
- Variable costs including the purchase of water from the City of St. Paul, water treatment costs paid to the Metropolitan Council, and recycling contractor costs.
- Capital replacement costs.
- Customer counts and consumption patterns, rate structure, and rates.

A financial overview of each operating division is included beginning on the next page. The estimated overall impact on a typical single-family home is shown in the following table.

| Single Family Homes | | | | |
|---|---|---|---|---|
| Service | 2013 | 2014 | $ Increase | % Increase |
| Water - base fee | 49.50 | 54.45 | 4.95 | |
| Water - usage fee | 38.70 | 39.60 | 0.90 | |
| Sanitary Sewer - base fee | 37.35 | 37.35 | - | |
| Sanitary Sewer - usage fee | 21.75 | 24.00 | 2.25 | |
| Storm Sewer | 11.15 | 11.70 | 0.55 | |
| Recycling | 6.00 | 5.00 | (1.00) | |
| Total per Quarter | $ 164.45 | $ 172.10 | $ 7.65 | 4.65% |
| | | | | |
| Avg. Water consumption (1,000 gals.) | 18 | | | |
| Avg. Sewer consumption (1,000 gals.) | 15 | | | |

As shown in the chart, for 2014 a typical single-family home will pay $172.10 per quarter, or $57.37 per month. This is an increase of $2.55 per month from 2013. Comparisons to peer communities are shown in a separate section below.

## Water Operations

The City's water operation provides City customers with safe potable water, as well as on-demand water pressure sufficient to meet the City's fire protection needs. The following table provides a summary of the 2013 and 2014 (Proposed) Budget:

| | 2013 | 2014 | $ Incr. (Decrease) | % Incr. (Decrease) |
|---|---|---|---|---|
| Personnel | $ 595,845 | $ 583,000 | | |
| Supplies & Materials | 76,325 | 78.350 | | |
| Other Services & Charges | 584,270 | 586,850 | | |
| Water Purchases | 5,000,000 | 5,100,000 | | |
| Depreciation / Capital | 1,585,000 | 2,860,000 | | |
| | | | | |
| Total | $ 7,841,440 | $ 9,208,200 | $1,366,760 | 17.4 % |

The single largest operating cost for the water operation is the purchase of wholesale water from the City of St. Paul. For 2014, the budgeted amount has been increased to account for additional consumption should the City experience a dry spring/summer.

The City of Roseville and St. Paul recently approved an amendment to the existing contract for water service which allows St. Paul to charge both a fixed fee as well as usage charges. The original contract anticipated this change and included the requirement that any rate structure revision could not financially harm Roseville. In fact, Roseville stands to fare slightly better under the revision which allowed Roseville's usage rates to remain the same in 2013 as they were in 2012. An increase of 2.3% is expected in 2014.

The City expects to have inflationary-type increases in supply and other costs, while capital costs are expected to increase significantly due to planned capital replacements in accordance with the City's Capital Improvement Plan (CIP). The water system portion of the CIP is fully funded with the exception of inflationary type costs that have occurred during the past two years. This will require an increase in the City's water base rates for 2014.

The Water Fund is in poor financial condition and does not currently have any cash reserves. Sustained, yet moderate increases in the water rates will be necessary in future years to strengthen the fund and provide for planned capital replacements.

There has been significant discussion during the past couple of years regarding the City's Water Conservation Rates and the Senior Discount Program. These issues are addressed in greater detail in the attached memos (*Attachments B & C*). The PWET Commission also weighed in on these specific issues at their October meeting. *Attachment D* summarizes their recommendations.

**Sanitary Sewer Operations**

The City maintains a sanitary sewer collection system to ensure the general public's health and general welfare. The following table provides a summary of the 2013 and 2014 (Proposed) Budget:

| | 2013 | 2014 | $ Incr. (Decrease) | % Incr. (Decrease) |
|---|---|---|---|---|
| Personnel | $ 367,235 | $ 422,000 | | |
| Supplies & Materials | 46,395 | 47,350 | | |
| Other Services & Charges | 420,545 | 423,850 | | |
| Wastewater Treatment | 3,000,000 | 3,060,000 | | |
| Depreciation / Capital | 1,280,000 | 1,808,000 | | |
| | | | | |
| Total | $ 5,114,175 | $ 5,761,200 | $ 647,025 | 12.7 % |

The single largest operating cost to the sanitary sewer operation is the wastewater treatment costs paid to the Metropolitan Council Environmental Services Division (MCES).

Based on projected flows and increased costs from the MCES, the budget for this category has been increased by 2%. Capital costs are also expected to increase significantly due to planned capital replacements in accordance with the City's Capital Improvement Plan (CIP). The sanitary sewer system portion of the CIP is fully. An increase in the City's sanitary sewer usage rates will be needed in 2014, however this will be somewhat offset by keeping the base fee unchanged.

The Sanitary Sewer Fund is in good financial condition and has a current cash reserve of $1,476,000; a significant portion of which is earmarked for future capital replacements over the next 5-10 years.

**Storm Drainage Operations**

The City provides for the management of storm water drainage to prevent flooding and pollution control, as well as street sweeping and the leaf pickup program. The following table provides a summary of the 2013 and 2014 (Proposed) Budget:

| | 2013 | 2014 | $ Incr. (Decrease) | % Incr. (Decrease) |
|---|---|---|---|---|
| Personnel | $ 324,615 | $ 363,200 | | |
| Supplies & Materials | 57,300 | 79,100 | | |
| Other Services & Charges | 281,000 | 259,900 | | |
| Depreciation / Capital | 1,369,000 | 1,296,000 | | |
| | | | | |
| Total | $ 2,301,915 | $ 1,998,200 | $ (33,715) | (1.7) % |

The City expects to have inflationary-type increases in most operating costs overall. An increase in personnel costs is mostly due to the hiring of a new environmental specialist position. Capital costs are expected to decline slightly in accordance with the City's Capital Improvement Plan (CIP). The storm water system portion of the CIP is fully funded with the exception of inflationary type costs that have occurred during the past two years. This will require an increase in the City's storm water rates for 2014.

The Storm Drainage Fund is in excellent financial condition and has a current cash reserve of $2,974,000; a significant portion of which is earmarked for future capital replacements over the next 5-10 years.

**Recycling Operations**
The recycling operation provides for the contracted curbside recycling pickup throughout the City and related administrative costs. The primary operating cost is the amounts paid to a contractor to pickup recycling materials.

The following table provides a summary of the 2013 and 2014 (Proposed) Budget:

| | **2013** | **2014** | **$ Incr. (Decrease)** | **% Incr. (Decrease)** |
|---|---|---|---|---|
| Personnel | $ 32,375 | $ 36,500 | | |
| Supplies & Materials | 405 | 600 | | |
| Other Services & Charges | 24,910 | 30,410 | | |
| Contract Pickup | 474,005 | 525,000 | | |
| | | | | |
| Total | $ 531,695 | $ 592,410 | $ 60,715 | 11.4 % |

The City recently negotiated a new 3-year contract that goes into effect in 2014. The contract is approximately $100,000 less than the amount shown in the budgeted amount above. However, it has not yet been signed and therefore remains unchanged in the budget. The reduced amount is reflected in the rates charged to homeowners shown below.

Under the new contract, the City expects to receive as much as $140,000 in revenue sharing in 2014 along with a $65,000 SCORE grant from Ramsey County. These factors will allow the City to lower its curbside recycling rates.

The Recycling Fund is in excellent financial condition and is in a good position to absorb potential reductions in revenue sharing projections. The Fund has a current cash reserve of $264,000 or 50% of the current operating budget.

**Rate Impacts for 2014**
As noted above, a typical single-family home will pay $172.10 per quarter, or $57.37 per month. This is an increase of $2.55 per month from 2013. The following tables provide a more detailed breakdown of the proposed rates.

| Water Base Rate Category | 2013 Rate | 2014 Rate | Comments |
|---|---|---|---|
| Single-Family Residential | $ 49.50 | $ 54.45 | Standard SF rate |
| Single-Family Residential: Senior Discount | 32.15 | 35.40 | Standard SF rate x 0.65 |
| Non-SF Residential (5/8" Meter) | 49.45 | 54.45 | Standard SF rate |
| Non-SF Residential (1.0" Meter) | 62.40 | 68.65 | Standard SF rate x 1.25 |
| Non-SF Residential (1.5" Meter) | 98.00 | 107.80 | Standard SF rate x 2.00 |
| Non-SF Residential (2.0" Meter) | 187.10 | 205.80 | Standard SF rate x 3.75 |
| Non-SF Residential (3.0" Meter) | 374.20 | 411.60 | Standard SF rate x 7.50 |
| Non-SF Residential (4.0" Meter) | 748.45 | 823.30 | Standard SF rate x 15.00 |
| Non-SF Residential (6.0" Meter) | 1,496.90 | 1,646.60 | Standard SF rate x 30.00 |

| Water Usage Rate Category | 2013 Rate | 2014 Rate | Comments |
|---|---|---|---|
| SF Residential: Up to 30,000 gals./qtr | $ 2.15 | $ 2.20 | Standard SF rate |
| SF Residential: Over 30,000 gals./qtr (winter rate) | 2.40 | 2.45 | Standard SF rate +10% |
| SF Residential: Over 30,000 gals./qtr (summer rate) | 2.65 | 2.70 | Standard SF rate +20% |
| Non-SF Residential (winter rate) | 2.80 | 2.90 | Standard SF rate +30% |
| Non-SF Residential (summer rate) | 3.10 | 3.20 | Standard SF rate +40% |
| | | | |
| Rates are per 1,000 gallons | | | |

| Sewer Base Rate Category | 2013 Rate | 2014 Rate | Comments |
|---|---|---|---|
| Single-Family Residential | $ 37.35 | $ 37.35 | Standard SF rate |
| Single-Family Residential: Senior Discount | 23.30 | 23.30 | Standard SF rate x 0.65 |
| Multi-Family Residential (townhomes) | 37.35 | 37.35 | Standard SF rate x 1.00 |
| Multi-Family Residential (apartments & condos) | 25.75 | 25.75 | Standard SF rate x 0.70 |
| Non-SF Residential (5/8" Meter) | 27.30 | 27.30 | Standard SF rate x 0.75 |
| Non-SF Residential (1.0" Meter) | 54.65 | 54.65 | Standard SF rate x 1.50 |
| Non-SF Residential (1.5" Meter) | 81.60 | 81.60 | Standard SF rate x 2.25 |
| Non-SF Residential (2.0" Meter) | 136.10 | 136.10 | Standard SF rate x 3.50 |
| Non-SF Residential (3.0" Meter) | 272.50 | 272.50 | Standard SF rate x 7.25 |
| Non-SF Residential (4.0" Meter) | 545.20 | 545.20 | Standard SF rate x 14.50 |
| Non-SF Residential (6.0" Meter) | 1,090.30 | 1,090.30 | Standard SF rate x 29.00 |
| | | | |
| Multi-family rate is per housing unit | | | |

| Sewer Usage Rate Category | 2013 Rate | 2014 Rate | Comments |
|---|---|---|---|
| Residential | $ 1.45 | $ 1.60 | Standard rate |
| Non-Residential | 3.35 | 3.70 | Standard rate x 2.30 |
| | | | |
| Rates are per 1,000 gallons | | | |

| Stormwater Base Rate Category | 2013 Rate | 2014 Rate | Comments |
|---|---|---|---|
| Single-Family Residential & Duplex | $ 11.15 | $ 11.70 | Standard SF rate |
| Multi-Family & Churches | 86.20 | 90.50 | Standard SF rate x 7.75 |
| Cemeteries & Golf Course | 8.65 | 9.10 | Standard SF rate x 0.75 |
| Parks | 25.90 | 27.20 | Standard SF rate x 2.35 |
| Schools & Community Centers | 43.15 | 45.30 | Standard SF rate x 3.75 |
| Commercial & Industrial | 172.45 | 181.10 | Standard SF rate x 15.50 |
| | | | |
| Rates for single-family are per housing unit; all others are per acre | | | |

| Recycling Rate Category | 2013 Rate | 2014 Rate | Comments |
|---|---|---|---|
| Single-Family | $ 6.00 | $ 5.00 | Standard rate |
| Multi-Family | 6.00 | 5.00 | Standard rate |

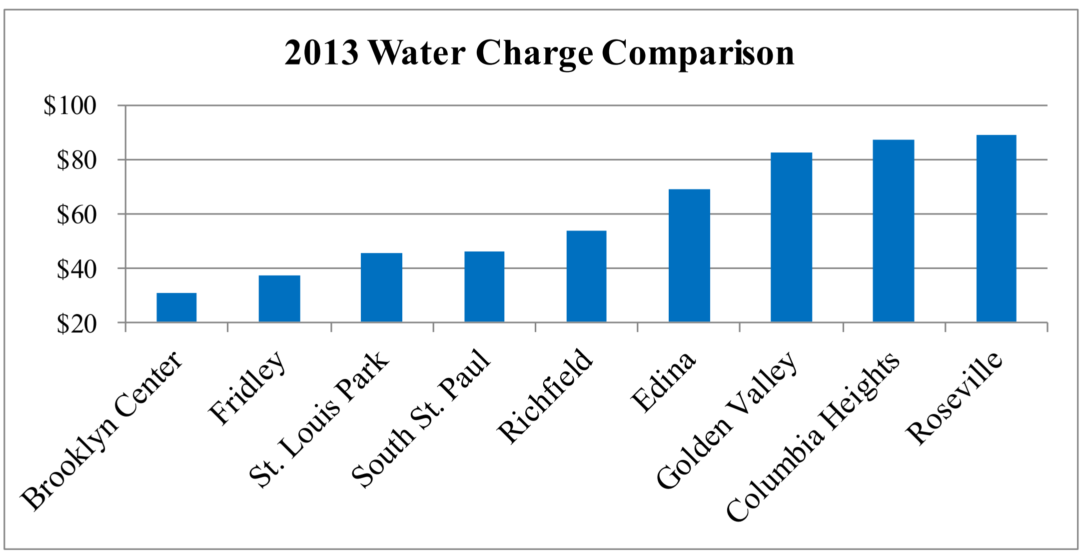
**Rate Comparisons**

The charts below depict a number of water and sewer rate comparisons with other peer communities. For this analysis, peer communities include 1st ring suburbs that serve a population between 18,000 and 50,000, and which are not simply an extension of a larger entity's system. This group was selected to try and approximate cities with stand-alone systems with similar age of infrastructure which can have a significant influence on the cost of water and sewer services.

It should be noted that broad comparisons only give a cursory look at how one community compares to another. One must also incorporate each City's individual philosophy in funding programs and services.

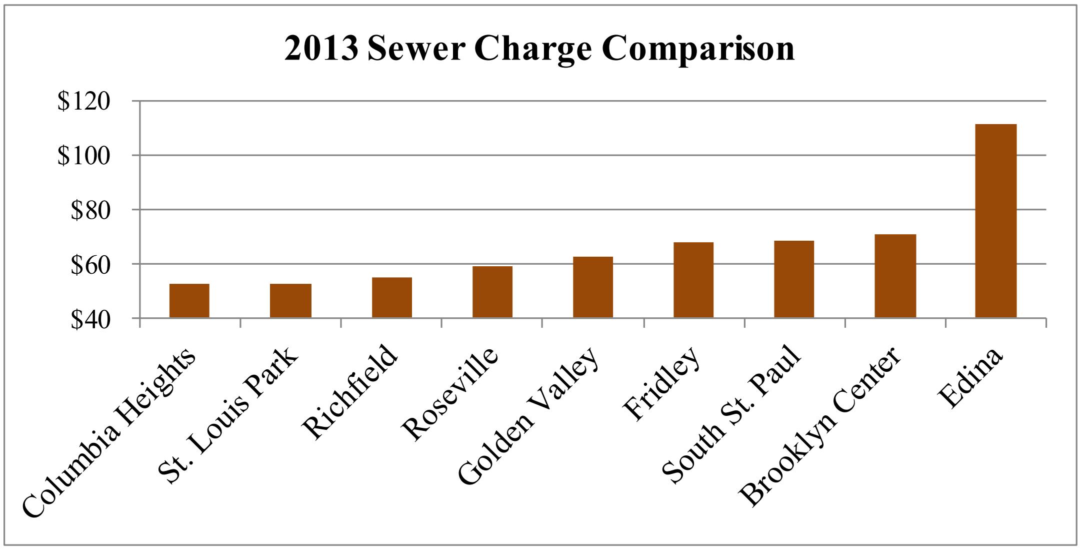
For example, Roseville does NOT utilize assessments to pay for water or sewer infrastructure replacements like many other cities do. Instead we fund infrastructure replacements 100% through the rates. As a result, Roseville's water and sewer rates are inherently higher when compared to a City that uses assessments to pay for improvements. Other influences on the rates include whether or not a community softens its water before sending it on to customers, and the extent in which communities charge higher rates to non-residential customers.

The following chart depicts the peer group comparison for combined water base rate and usage rate for a single-family home that uses 18,000 gallons per quarter.

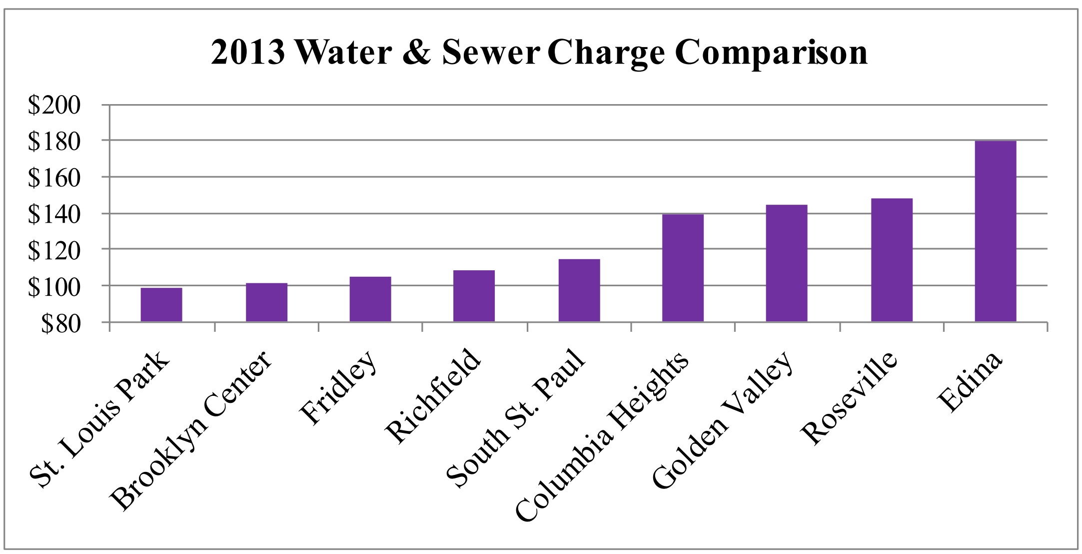



As is shown in the chart, Roseville's total water charge is the highest in the comparison group. Again, there are numerous circumstances and policy preferences that can lead to varying rates among cities. One of the primary reasons why Roseville's water rates are higher is due to the significant increase in infrastructure replacements, which unlike many other cities are funded solely by the rates.

The following chart depicts the peer group comparison for combined sewer base rate and usage rate for a single-family home that uses 15,000 gallons per quarter.



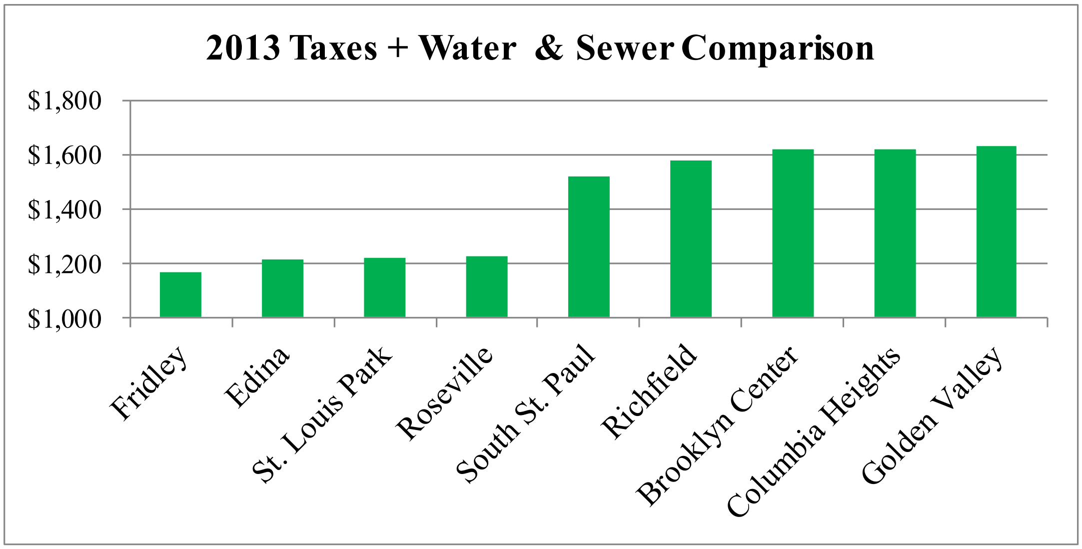

In this instance, Roseville sewer charges were less than the median. To get a broader perspective, the following chart depicts the combined water and sewer impact for a typical single-family home for the comparison group.




When combined, Roseville is approximately 17% above the average for the peer group. However, it should be noted that most of the cities shown in the chart that have lower utility rates, happen to have much higher property tax rates. This is an important distinction because again, each City employs a different philosophy in how it funds the direct and indirect costs of providing services.

Roseville's philosophy is to ensure that all indirect costs are reflected in the water and sewer rates. This results in higher water and sewer rates. This also means that we don't have as much indirect costs being supported by the property tax or assessments.

This can be somewhat reflected in the chart below which combines property taxes and water and sewer charges for a typical single-family home.




As is shown in this chart, when looking at more comprehensive comparison that factors in a broader spectrum of needs and funding philosophies, Roseville has one of the lowest financial impacts on residents of the comparison group – nearly 15% <u>below</u> the peer average. Once again, we must also look at other factors and local preferences to determine whether there are other influences affecting property taxes and rates.

Staff will be available at the Council meeting to address any inquiries.

**POLICY OBJECTIVE**

An annual review of the City's utility rate structure is consistent with governmental best practices to ensure that each utility operation is financially sound. In addition, a conservation-based rate structure is consistent with the goals and strategies identified in the Imagine Roseville 2025 initiative.

**FINANCIAL IMPACTS**

See above.

**STAFF RECOMMENDATION**

Based on the increasing costs noted herein, and recommendations from the Public Works, Environment, and Transportation Commission; Staff is recommending rate adjustments as shown in the attached resolution.

**REQUESTED COUNCIL ACTION**

For discussion purposes only. The Council will be asked to adopt the attached resolution establishing the 2014 Utility Rates at a subsequent Council meeting.

Prepared by: Chris Miller, Finance Director
Attachments:
A: Resolution establishing the 2014 Utility Rates
B: Memo on the City's Water Conservation Rates
C: Memo on the City's Utility Discount (Senior Discount) Program
D: Memo summarizing the Recommendations from the Public Works, Environment, and Transportation Commission.

**Attachment A**

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

* * * * * * * * * * * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 9th day of December, 2013 at 6:00 p.m.

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

Member                    introduced the following resolution and moved its adoption:

RESOLUTION _______

**RESOLUTION ESTABLISHING THE 2014 UTILITY RATES**

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Roseville, Minnesota, the water, sanitary sewer, storm drainage, and recycling rates are established for 2014 as follows:

| Water Base Rate Category | 2013 Rate | 2014 Rate | Comments |
|---|---|---|---|
| Single-Family Residential | $ 49.50 | $ 54.45 | Standard SF rate |
| Single-Family Residential: Senior Discount | 32.15 | 35.40 | Standard SF rate x 0.65 |
| Non-SF Residential (5/8" Meter) | 49.45 | 54.45 | Standard SF rate |
| Non-SF Residential (1.0" Meter) | 62.40 | 68.65 | Standard SF rate x 1.25 |
| Non-SF Residential (1.5" Meter) | 98.00 | 107.80 | Standard SF rate x 2.00 |
| Non-SF Residential (2.0" Meter) | 187.10 | 205.80 | Standard SF rate x 3.75 |
| Non-SF Residential (3.0" Meter) | 374.20 | 411.60 | Standard SF rate x 7.50 |
| Non-SF Residential (4.0" Meter) | 748.45 | 823.30 | Standard SF rate x 15.00 |
| Non-SF Residential (6.0" Meter) | 1,496.90 | 1,646.60 | Standard SF rate x 30.00 |

| Water Usage Rate Category | 2013 Rate | 2014 Rate | Comments |
|---|---|---|---|
| SF Residential: Up to 30,000 gals./qtr | $ 2.15 | $ 2.20 | Standard SF rate |
| SF Residential: Over 30,000 gals./qtr (winter rate) | 2.40 | 2.45 | Standard SF rate +10% |
| SF Residential: Over 30,000 gals./qtr (summer rate) | 2.65 | 2.70 | Standard SF rate +20% |
| Non-SF Residential (winter rate) | 2.80 | 2.90 | Standard SF rate +30% |
| Non-SF Residential (summer rate) | 3.10 | 3.20 | Standard SF rate +40% |
| | | | |
| Rates are per 1,000 gallons | | | |

| Sewer Base Rate Category | 2013 Rate | 2014 Rate | Comments |
|---|---|---|---|
| Single-Family Residential | $ 37.35 | $ 37.35 | Standard SF rate |
| Single-Family Residential: Senior Discount | 23.30 | 23.30 | Standard SF rate x 0.65 |
| Multi-Family Residential (townhomes) | 37.35 | 37.35 | Standard SF rate x 1.00 |
| Multi-Family Residential (apartments & condos) | 25.75 | 25.75 | Standard SF rate x 0.70 |
| Non-SF Residential (5/8" Meter) | 27.30 | 27.30 | Standard SF rate x 0.75 |
| Non-SF Residential (1.0" Meter) | 54.65 | 54.65 | Standard SF rate x 1.50 |
| Non-SF Residential (1.5" Meter) | 81.60 | 81.60 | Standard SF rate x 2.25 |
| Non-SF Residential (2.0" Meter) | 136.10 | 136.10 | Standard SF rate x 3.50 |
| Non-SF Residential (3.0" Meter) | 272.50 | 272.50 | Standard SF rate x 7.25 |
| Non-SF Residential (4.0" Meter) | 545.20 | 545.20 | Standard SF rate x 14.50 |
| Non-SF Residential (6.0" Meter) | 1,090.30 | 1,090.30 | Standard SF rate x 29.00 |
| | | | |
| Multi-family rate is per housing unit | | | |

| Sewer Usage Rate Category | 2013 Rate | 2014 Rate | Comments |
|---|---|---|---|
| Residential | $ 1.45 | $ 1.60 | Standard rate |
| Non-Residential | 3.35 | 3.70 | Standard rate x 2.30 |
| | | | |
| Rates are per 1,000 gallons | | | |

| Stormwater Base Rate Category | 2013 Rate | 2014 Rate | Comments |
|---|---|---|---|
| Single-Family Residential & Duplex | $ 11.15 | $ 11.70 | Standard SF rate |
| Multi-Family & Churches | 86.20 | 90.50 | Standard SF rate x 7.75 |
| Cemeteries & Golf Course | 8.65 | 9.10 | Standard SF rate x 0.75 |
| Parks | 25.90 | 27.20 | Standard SF rate x 2.35 |
| Schools & Community Centers | 43.15 | 45.30 | Standard SF rate x 3.75 |
| Commercial & Industrial | 172.45 | 181.10 | Standard SF rate x 15.50 |
| | | | |
| Rates for single-family are per housing unit; all others are per acre | | | |

| Recycling Rate Category | 2013 Rate | 2014 Rate | Comments |
|---|---|---|---|
| Single-Family | $ 6.00 | $ 5.00 | Standard rate |
| Multi-Family | 6.00 | 5.00 | Standard rate |

| Meter Security Deposit | 2013 Rate | 2014 Rate | Comments |
|---|---|---|---|
| 5/8" Meter | $ 175.00 | $ 190.00 | Based on approx. meter cost |
| 3/4" Meter | 200.00 | 215.00 | Based on approx. meter cost |
| 1.0" Meter | 255.00 | 240.00 | Based on approx. meter cost |
| 1.5" Meter | 410.00 | 440.00 | Based on approx. meter cost |
| 2.0" Meter (Disc) | 500.00 | 535.00 | Based on approx. meter cost |
| 2.0" Meter (Compound) | 1,260.00 | 1,340.00 | Based on approx. meter cost |
| 3.0" Meter | 1,800.00 | 1,910.00 | Based on approx. meter cost |
| 6.0" Meter | 5,430.00 | 5,430.00 | Based on approx. meter cost |

The motion for the adoption of the foregoing resolution was duly seconded by member

and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted.

State of Minnesota)
) SS
County of Ramsey)

I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 9th day of December, 2013 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 9th day of December, 2013.

______________________________
Patrick Trudgeon
Interim City Manager

Seal

**Attachment B**

ROSEVILLE

# Memo

**To:** Roseville City Council

**From:** Chris Miller, Finance Director

**Date:** November 18, 2013

**Re:** Water Conservation Rates

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**Background**

In January, 2009 the City instituted a new water conservation-based rate structure designed to encourage water conservation in conjunction with the goals and strategies outlined in the City's Imagine Roseville 2025 initiative, as well as a new State Law that required water service providers to encourage water conservation through education, awareness, and a conservation-based rate structure.

The conservation rates primarily applied to single-family homes given that the water usage in multi-family or commercial properties was too varied to apply a uniform policy. In response, the City created a 2-tiered rate structure that was designed to target ***excessive*** water usage as opposed to the water used for everyday household needs.

The first tier carried the standard usage rate which is set at the amount necessary to pay for the purchase of water from the City of St. Paul. This tier applied to all household water usage up to 30,000 gallons per quarter. The second tier was set at a higher rate that would not only provide sufficient monies to pay for the water used, but also provide a financial incentive or penalty for all water used in excess of 30,000 gallons per quarter.

The 30,000 gallons threshold was selected because it is not unusual to see a 4 or 5 person household use 30,000 gallons or more per quarter for general use such as personal hygiene, washing clothes and dishes, cooking, etc. The rate structure was designed to encourage conservation without unduly penalizing larger households for 'normal' water use.

The current water rate structure is as follows:

| Water Usage Rate Category | 2013 Rate | 2014 Rate | | Comments |
|---|---|---|---|---|
| SF Residential: Up to 30,000 gals./qtr | $ 2.15 | $ 2.20 | | Standard SF rate |
| SF Residential: Over 30,000 gals./qtr (winter rate) | 2.40 | 2.45 | | Standard SF rate +10% |
| SF Residential: Over 30,000 gals./qtr (summer rate) | 2.65 | 2.70 | | Standard SF rate +20% |
| Non-SF Residential (winter rate) | 2.80 | 2.90 | | Standard SF rate +30% |
| Non-SF Residential (summer rate) | 3.10 | 3.20 | | Standard SF rate +40% |
| | | | | |
| Rates are per 1,000 gallons | | | | |

The current structure encourages both year-round conservation measures as well as a heightened incentive for both residential and non-residential properties to monitor water used for irrigation purposes.

The following chart depicts the percentage of single-family (SF) homes that fall into the current water rate categories.

| Water Rate Tier | % of SF Homes: Winter | % of SF Homes: Summer |
|---|---|---|
| 0 – 30,000 gallons per quarter | 90 % | 85 % |
| Over 30,000 per quarter | 10 % | 15 % |
| Total | 100 % | 100 % |

As this table indicates, under the current water rate structure, 10-15% (950-1,400) of single-family homes are impacted by the higher rates. If we lowered the threshold for Tier 2 to 20,000 gallons per quarter, approximately 20-30% of single-family homes would be impacted; or double the current amount.

It has been suggested that the current rate structure doesn't do enough to encourage water conservation. It could be argued however, that before such a conclusion is drawn there ought to be some amount of discussion and analysis to determine; 1) what amount of household usage is reasonable, and 2) whether Roseville residents are adhering to that standard.

It could further be argued that education and awareness could prove to be equally effective in promoting water conservation as would a financial incentive or penalty. Especially if that incentive is a moderate one compared to what a household is already paying. In either case, it is very difficult to establish a clear cause-effect relationship of these efforts given the variation in household occupants and other factors such as rainfall amounts.

I'll conclude by returning to the cautionary statement noted above regarding the potential unfairness that tiered water rates can have on larger families. Although our current usage threshold for reaching the 2$^{nd}$ rate tier is at 30,000 gallons per quarter, let's use 15,000 gallons for illustrative purposes.

Let's assume that the per-person water usage for someone that follows moderate water conservation measures is 5,000 gallons per quarter. A 3-person household would use 15,000 gallons per quarter and would not hit the higher tier. However, a 4-person household would use 20,000 gallons per quarter and hit the higher tier simply because there are more people living in the house. On an individual basis the 4-person household is just as conservative in their water use, but they pay a higher rate nonetheless.

Taking this example further, let's assume that the 4-person household is even more conservative and uses only 4,500 gallons per quarter, per person. This amounts to 18,000 gallons per quarter which once again triggers the higher tier rate. In this example, the 4-person household pays a higher rate despite having superior conservation behaviors compared to the smaller household.

This example underscores the policy challenge of instituting a water conservation rate structure that is effective without punishing those that are already exhibiting the behavior you're trying to foster.

**Attachment C**

# Memo

**To:** Roseville City Council

**From:** Chris Miller, Finance Director

**Date:** November 18, 2013

**Re:** Utility Bill Senior Discount Program

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**Background**

The City's Utility Bill Discount Program (or a variation thereof) is believed to have been in existence since at least 1970 when the City passed Ordinance #620. This ordinance is believed to have been created as a means of encouraging homeowners to abandon their private wells and septic systems in favor of connecting to the municipal system.

It is presumed that at the time the cost of connecting to the municipal system would have been cost-prohibitive for many homeowners that were on a fixed or limited income. It is also presumed that City Officials determined that most of the homeowners in that economic category were most likely to be retired seniors.

Beginning January 1, 2004 the City Council expanded the 'Senior Discount' Program to include single-family homeowners that are at or below federal poverty guidelines. Under the current Program single-family homeowners must meet the following eligibility requirements:

**Utility Billing Discount Program Requirements**

- Owner and head of the household of a single-family home

In addition, homeowners must meet one of the following requirements:

- At or below the federal poverty threshold guidelines

**--- OR ---**

- Presently receiving retirement, survivors insurance, or disability insurance under the Social Security Act, 42 USC #301, as amended.

Currently, 25% of all single-family homeowners are getting the discount – an increase of 400 households in the past 5 years. The discount applies on the water and sewer base fees only. The household discount amount is \$31.40 per quarter, or \$125.60 annually. This is shown in the chart below:

| | Standard Amount | Discount Amount | Difference | % Diff. |
|---|---|---|---|---|
| Water Base Fee (per quarter) | $ 49.50 | $ 32.15 | $ (17.35) | |
| Sanitary Sewer Base Fee (qtr.) | 37.35 | 23.30 | (14.05) | |
| | | | | |
| Total | $ 86.85 | $ 55.45 | $ (31.40) | -36% |

The total citywide value of the discounts is approximately $290,000 annually. This represents the amount of water and sewer charges that are shifted from households that get the discount to those that don't.

To put this in a different context, if the senior discount program was eliminated, the standard fee would be reduced as follows:

| | Standard Amount | Revised Amount | Difference | % Diff. |
|---|---|---|---|---|
| Water Base Fee (per quarter) | $ 49.50 | $ 45.50 | $ (4.00) | |
| Sanitary Sewer Base Fee (qtr.) | 37.35 | 34.20 | (3.15) | |
| | | | | |
| Total | $ 86.85 | $ 79.70 | $ (7.15) | - 8% |

**Discussion Issues**

In evaluating the relevance of any existing public assistance program, it's important to reflect upon why the program was created in the first place and whether those objectives have been met. In this particular case, the Program was created to achieve a specific outcome – to encourage homeowners to connect to the municipal system. Clearly this primary objective was achieved long ago.

This raises the question as to what the Program's current objectives are. Intuitively one could surmise that one of the remaining objectives is to provide assistance to those that have limited financial means. However, the Program does not feature any means testing. Recipients merely have to sign an affidavit signifying that they're drawing social security or are at or below federal poverty guidelines. Currently, only a handful of homeowners are receiving the discount because they are below the federal poverty guidelines.

This discussion has taken place at the Council level on several occasions in the past decade. Each time, the Council has taken no action. Given the significant financial shift that is occurring, the Council is advised to carefully consider whether the Program's objectives are still relevant. That consideration should be made with the understanding that the number of recipients in the Program is expected to steadily expand over the next 10 years under current eligibility criteria.

This expansion will make it financially advantageous for older homeowners, while simultaneously making it financially more difficult for younger ones.

**Attachment D**

ROSEVILLE

# Memo

**To:** Roseville City Council

**From:** Chris Miller, Finance Director

**Date:** November 18, 2013

**Re:** Recommendations from the Public Works, Environment, and Transportation Commission

---

**Background**
At their October 22, 2013 meeting, the Public Works, Environment, and Transportation Commission reviewed the information and reports included in the Staff Report and Attachments B & C. At the conclusion of their discussion, the Commission issued the following recommendations:

- Maintain the current 2-tier water conservation rates
- Eliminate the Senior-based Discount Program in favor of a Financial Affordability Discount Program

The Commission's recommendation to maintain the current 2-tier water conservation rates was made with the recognition of the challenge in fostering water conservation without penalizing larger-occupant households. Especially considering that larger households can conceivably have superior water conservation measures compared to smaller households. In making their recommendation, the Commission noted that there should be further study before any changes to the conservation rates are made.

With regard to their recommendation to eliminate the Senior Discount Program, the Commission noted that simply being retired and on a fixed income does not necessarily mean that a household is at a financial disadvantage. They further noted that many young families in Roseville are dealing with greater financial struggles than retirees, and therefore should not be asked to subsidize their water and sewer services.

The Commission recommended that the senior-eligibility portion of the Program be eliminated, while the affordability portion expanded based on further analysis of the potential number of eligible homes and the impacts on rates.

ROSEVILLE

# REQUEST FOR COUNCIL ACTION

Date: December 9, 2013
Item No.: 14.a

Department Approval | City Manager Approval

Item Description: **Discussion of Merit Pay Award Policy**

## BACKGROUND

As part of the overall discussion about non-union pay policies and wage adjustments with the City Council over the past several months, the City Merit Pay Award policy has come up for discussion. The City Council wanted further discussion on the matter, especially in conjunction with the 2014 budget discussion.

As the City Council is aware, the City adopted the merit pay policy as part of compensation structure in 2005. The philosophy was to pay employees at 97% of the average wage of peer communities, but through the use of a merit pay award system, allow exemplary employees to potentially receive up to 115% of the average salary of peer communities, for their position. This policy has had to be altered over time however, as it has never been funded to even come close to having an employee achieve 115% of the average wage in the peer communities for their position. The adjusted and currently used policy (see Attachment A) requires that a supervisor nominate an employee for a merit award either for exceptional performance or ongoing excellence. The nomination for merit pay must be approved by the Department Head, Human Resources Manager, and finally the City Manager. Under the policy, the merit award can be between $100 to $4,000.

It should be noted that the merit award is a one-time lump sum payment to the employee. They do not continue to get the merit award in future paychecks and the merit award is not considered part of their base pay for compounding of future adjustments or COLA's (although it is taxable). Previous merit award recipients are able to receive future merit award consideration. However, the same merit award nomination process is utilized. Each award is considered on a case by case basis.

Past discussions may have left the impression with the City Council that the current merit award system is not working nor is it utilized by all Departments. Staff would like to correct that impression. When staff states that the merit award system is not working as intended, it means that since there has not been adequate funding for the merit award system, the compensation plan adopted in 2005 has not worked as planned. There has not been enough funds allocated in budgets since 2005 to appropriately reward or even get the top performers to 100% of the peer marketplace let alone to 115%. However, despite the fiscal limitations, staff has utilized the merit award system over the years. Each year, most of the funds dedicated for merit pay are utilized.

Each department utilizes that merit pay award system a little differently. Some departments recognize team achievements while others recognize individual successes. However, all of the use is within the merit pay policy. Department Heads will be present at the City Council meeting to discuss their thoughts on the merit pay award system.

After discussing the matter with the Department Head group, it is staff's opinion that the merit pay award system should continue and funding in the amount of $35,000 the 2014 budget should be preserved at minimum. However, staff would propose that slightly different performance standards should be utilized in awarding the merit awards. These standards would be as follows:

***Merit Award Plan Performance Standards***

*An award of Merit Pay shall only be considered if an employee or work team exhibits multiple instances of the following performance standards:*

a) *Consistently volunteers to assist co-workers or take on new responsibilities without compromising assigned duties.*
b) *Regularly receives positive recognition from customers or external co-workers.*
c) *Routinely performs work outside of normal office hours; including evenings, weekends, holidays, and vacation days to ensure the continuity of operations.*
d) *Completes assigned projects or tasks prior to established deadlines or more promptly than previously-assigned personnel.*
e) *Develops a cost-saving or efficiency strategy, and takes the lead role in the implementation of that strategy.*
f) *Successfully executes major operational or work-flow changes involving new policies, procedures, hardware and software solutions, etc.*
g) *Takes the initiative to foster departmental cultural or behavior changes necessary to respond to changing trends or prepare for future opportunities.*

*To preserve the integrity of the Merit Pay Plan, the Department will refrain from setting employee work goals for the sole purpose of establishing eligibility for Merit Pay.*

## POLICY OBJECTIVE

Ensuring that employees are compensated adequately and competitively allows for Roseville to maintain a professional and experienced staff. A merit pay award system assists in keeping high achievers within the organization and allows for a wage separation based on merit.

## FINANCIAL IMPACTS

Continuing the merit pay award program is a cost of $35,000. This cost has been identified as part of the 2014 Budget.

## STAFF RECOMMENDATION

Staff recommends keeping the merit pay award plan and modifying the performance standards as described in this document for granting such awards   Staff also recommends allocating $35,000 in the 2014 Budget for merit awards.

## REQUESTED COUNCIL ACTION

Motion to approve staff's recommendation regarding modifying the merit award program and budget $35,000 in the 2014 Budget for the program.

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

Attachments: A: Existing Merit Pay Award Policy
B: Draft Merit Pay Award Policy

# 504. Merit Pay

## ELIGIBILITY

Regular non-union employees who have achieved an outstanding accomplishment or have shown overall excellence in performance may be eligible for consideration of merit pay.

## POLICY OBJECTIVE

Merit pay helps ensure that employees' compensation reflects the quality of the work they produce and improves the City's ability to recruit and retain qualified and productive employees. Toward that end, this program ensures the pay structure remains competitive in the market.

## POLICY GUIDELINES

There are two types of merit pay: Exceptional Performance Award Lump Sum Merit Payment and Award of Ongoing Excellence Lump Sum Merit Payment. An employee may receive both types of merit pay within the same year; however, the employee may never exceed 15% of gross income or the $4,000 annual merit maximum.

## EXCEPTIONAL PERFORMANCE AWARD LUMP SUM MERIT PAYMENT

An exceptional performance merit payment may be awarded to an employee or a team for projects or instances where the employee(s) significantly rises above and beyond their normal duty requirements in order to accomplish a work assignment or serve the public or show extraordinary results. This may include a one-time outstanding effort or an effort that results in significant cost savings to the City.

## AWARD OF ONGOING EXCELLENCE LUMP SUM MERIT PAYMENT

Employees who have achieved a standard of excellence all year may be recommended for an award of ongoing excellence lump sum merit payment.

## PERFORMANCE STANDARDS

The following characteristics should be met and documented in a nomination for merit pay:

**Productivity:** Employee made a substantial contribution to the continued operation and growth of the department. Performance consistently exceeded job requirements. The employee's work effort produced a positive and significant outcome for the City by improving the effectiveness and efficiency of the department.

**Consistency:** Employee consistently went above and beyond what was required in nearly all aspects of the job. Exceptional service was consistently applied to Roseville citizens and employees.

**Quality:** Quality of work was consistently high. Employee demonstrated accuracy, thoroughness, and effectiveness in performing work assignments. City operations were measurably enhanced by the employee's work.

**Quantity:** Quantity of work was consistently high. The amount of work produced clearly exceeded performance expectations. Employee performed at a high energy level.

**Initiative:** Employee demonstrated a high level of initiative and/or leadership. Employee took the initiative to solve problems or to find new, creative, and better ways of performing job functions. The person was eager to take on new assignments and took action without detailed instructions.

**Cost Management:** Employee demonstrated good judgment in making financial decisions or decisions affecting City finances. Employee recognized the financial implication of all their decisions. Employee was very cost conscious and displayed sound judgment in managing and controlling expenses. Employee ensured that all expenditures were in the best interests of the City. Costs were reduced by anticipating and preventing potential problems.

**Time Management:** Employee was efficient in use of time and resources. Employee demonstrated the ability to successfully prioritize when faced with requests, demands, and deadlines. Employee consistently met deadlines and accomplished more in less time and displayed energy and enthusiasm in performing daily responsibilities.

## APPROVAL/ADMINISTRATIVE PROCESS

Exceptional Performance Award Lump Sum Merit Pay is not a salary adjustment and may range from $100 to $4,000. Merit payments are not added to the employee's base wage, but will be included in gross annual wages and are taxed as such.

Nomination paperwork must outline the reasoning for the merit pay recommendation and indicate the dollar amount of the lump sum merit payment. The names of employees nominated will remain confidential and employees will not know of their nomination until the merit pay award has been approved.

The department head will nominate an employee for merit pay by submitting a nomination form found on the intranet and any supporting paperwork to Human Resources for review. Human Resources will review nominations to ensure they are consistent in format and abide by City policy. The written recommendations from the supervisor and department head will then be forwarded to the City Manager for final approval or denial. The City Manager will provide written reasons for denial or recommendations for modification. The City Manager will have final approval on all payments.

Merit payments are effective upon final approval and are submitted to payroll. Merit payment awards should not be considered an entitlement for future payments. The merit program may be revised or eliminated with or without notice.

# 504. Merit Award

## ELIGIBILITY

Regular non-union employees who have achieved an outstanding accomplishment or have shown overall excellence in performance may be eligible for consideration of merit pay.

## POLICY OBJECTIVE

Merit pay helps ensure that employees' compensation reflects the quality of the work they produce and improves the City's ability to recruit and retain qualified and productive employees. Toward that end, this program ensures the pay structure remains competitive in the market.

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f) Successfully executes major operational or work-flow changes involving new policies, procedures, hardware and software solutions, etc.

g) Takes the initiative to foster departmental cultural or behavior changes necessary to respond to changing trends or prepare for future opportunities.

To preserve the integrity of the Merit Pay Plan, Departments will refrain from setting employee work goals for the sole purpose of establishing eligibility for Merit Pay.

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Exceptional Performance Award Lump Sum Merit Pay is not a salary adjustment and may range from $100 to $4,000. Merit payments are not added to the employee’s base wage, but will be included in gross annual wages and are taxed as such.

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ROSEVILLE

# REQUEST FOR COUNCIL DISCUSSION

Date: 12/09/2013
Item No.: 14.b

Department Approval | City Manager Approval

Item Description: Twin Lakes Redevelopment Area Discussion

## UPDATE

As part of looking into the complexities of Twin Lakes, staff has been in discussions with the City Attorney regarding the necessary steps to address ambiguities and inconsistencies between the Comprehensive Plan and/or Zoning Ordinance specific to the definitions and statements of purpose in Community Mixed-Use (CMU), Regional Business (RB), Community Business (CB), and Neighborhood Business (NB).

As you are aware, during the Walmart approval process problems with inconsistent and ambiguous definitions were identified. The City Attorney responded to questions on the topic in his December 9, 2011, opinion. Since the issues have remained unresolved, it continues to create challenges for the Planning Division as they assess most all proposed projects in Roseville.

Land use definitions in comprehensive plans by nature are not supposed to be specific and detailed, especially in the area of use; instead they should be rather broad and nondescript, providing guidance for the desired future rather than dictate specific uses. Such broadness allows for the details and specifics to be crafted within the zoning regulations based on what uses are permitted and how those uses shall be regulated. Clarity between land use definitions and zoning statements of purpose is vital in order to limit varying degrees of interpretations and ambiguity.

## COMMUNITY MIXED-USE COMPREHENSIVE PLAN DEFINITION

Concerning the CMU land use definition, staff's recommendation is to amend the CMU Comprehensive Plan land use definition but not the corresponding zoning statement of purpose. For years it has been stated that CMU is guided by the Community Business land use definition (among others) and that this comprehensive plan definition effectively controls what occurs in Twin Lakes. The City Attorney and staff agree that the CMU definition is controlled by different land use guidelines that are difficult to interpret and implement; The guidelines also make it challenging to place a hierarchical order on any of the stated uses. Simply put, one cannot argue that Community Business rises above Office, when Office is often a regional use as proven in previous findings. The incorporation of other use categories within the corresponding CMU category definition only promotes ambiguity. Similarly, using the same hierarchical logic creates inconsistency with the CMU statement of purpose in the Zoning Ordinance where there is no specific reference to Community Business.

Since land use and zoning definitions are intertwined, it is worth stating that clarity between each needs to be achieved in order to fully rectify the problem. The City should not be placed in a position where analysis for use consistency within the Comprehensive Plan is necessary each time a building permit is submitted. Even if criteria suggested by the City Attorney in his 2011 memorandumwere to be adopted into the Comprehensive Plan or, more importantly, the Zoning Ordinance, such an analysis can be subjective and thus challenged if the outcome is not favorable to the desired end-user.

## PROPOSED AMENDMENT

Given the above analysis, the Planning Division would suggest the following amendment to the Comprehensive Plan:

> **Community Mixed Use (CMU)**
> Community Mixed Use areas are intended to contain a mix of complementary uses that may include housing, **retail, personal service,** office, civic, ~~commercia~~l, park, and open space uses. Community Mixed Use areas organize uses into a cohesive district, neighborhood, or corridor, connecting uses in common structures and with sidewalks and trails, and using density, structured parking, shared parking, and other approaches to create green space and public places within the areas. ~~The mix of land uses may include Medium- and High-Density Residential, Office, Community Business, Institutional, and Parks and Open Space uses.~~ Residential land uses should generally represent between 25% and 50% of the overall mixed use area. The mix of uses may be in a common site, development area, or building. Individual developments may consist of a mix of two or more complementary uses that are compatible and connected to surrounding land-use patterns. ~~To ensure that the desired mix of uses and connections are achieved, a more detailed small-area plan, master plan, and/or area-specific design principles is required to guide individual developments within the overall mixed-use area.~~

## REGIONAL, COMMUNITY, AND NEIGHBORHOOD COMPREHENSIVE PLAN DEFINITIONS

Regarding the RB, CB, and NB land use definitions, staff finds them problematic to apply. The titles include an inherent assumption that only certain uses will be allowed in each area, however, a review of three Roseville areas show the lack of alignment between the land use definitions and the way the land is currently being used. To illustrate this point, staff has selected three separate and distinct areas of Roseville, one for each of the three land use designations and zoning classifications.

**Regional Business - Rosedale Center Area**
This Regional Business area generally lies north of Highway 36, east of Cleveland Avenue, south of Terrace Drive, and west of Snelling Avenue and includes a myriad of uses. Rosedale Center includes 3 anchor tenants, Macy's, JC Penney, Herberger's, numerous national chains and boutique businesses, as well as a variety of specialty shops: Gap, Gap Kids, Gymboree, Banana Republic, White House Black Market, The Children's Place, Fossil, Coach, Coldwater Creek, Foot Locker, Caribou, Apple, Big Bowl, Romano's Marconi Grill, Champs Sports, Abercrombie and Fitch, American Eagle, Len, Bath and Body Works, Lucy, Hot Mama, Williams Sonoma, Pandora, Christopher and Banks, Auntie Ann's, Express, The Limited, Victoria Secrete, Soma, and Forever 21 to name a few.

Looking north and we have Kohl's, Best Buy, Dicks Sporting Goods, Pet Smart,  Kirkland's, Bed, Bath, and Beyond, Old Navy, Lifetime Fitness, Sleep Number, Matress Firm, Old Country Buffet, Buffalo Wild Wings, Wells Fargo, Pier One, Starbucks, Quiznos, UPS Store, Archivers, Dick Blick, World Market, Babies R Us, National Camera, Chili's, Love From Minnesota, Dunn Brothers, Party Time, Hom, REI, Schneiderman's, LA Fitness, Schmidt Music, Golf Galaxy, Salvation Army, as well an assortment of national chains and family-owned restaurants, and specialty shops.

**Community Business - Rosedale Square Area**

This Community Business area generally lies north of County Road C along both sides of Snelling Avenue (up to County Road C2 on to west and up to Judith on the east).  Rosedale Square is a multi-tenant retail center on the west directly adjacent to Twin Lakes that includes Byerly's, Office Depot, Hirshfield's, Jimmy Johns, The Joint, Graf Optical, Z Pizza, Cartridge World, Pro Cuts, Once Upon a Child, Chuck and Don's, Planet Beach, and Osaka, to name a few.  Directly north lies Rosedale Square North, which includes The Cellars, Minnesota State Horticultural Society, Yada Systems, and north across Terrace Drive is the multi-tenant office building owned by Northwestern College.  East across Lincoln Drive are Dania, Countryside Restaurant, North Suburban Family Clinic, Midway Ford, Grumpy's, Tires Plus, Boston Market, Bruegger's Bagels, Darque Tan, Walgreens, and Jiffy Lube to name a few.  On the east side of Snelling Avenue, along the frontage road are Community Resource Bank, US Bank, Olive Garden, Joe's Crab Shack, Slumberland, Khan's, Affinity FCU, and soon to be under construction Country Inn and Suites.

**Neighborhood Business - Lexington and County Road B**

This Neighborhood Business area encompasses 9 properties including the former TCF Bank, Cheetah Auto Parts, SuperAmerica, Larson Auto, TruStone FCU, a dentist office, a multi-tenant building, a vacant lot, and a single family home.

If one were to dissect all of the different businesses/uses in the three examples above, one would find numerous inconsistencies between what is thought of as or constitutes a RB, CB, or NB. The three examples are evidence that it would be very difficult for the Planning Division to regulate uses between each land use category and zoning classifications (and table).  The Planning Division also believes that there is good cause to eliminate such references (RB, CB, NB) since many of the existing uses in each of these categories may remain well past the 2030 expiration of the current Comprehensive Plan.

Additionally, from a city planning perspective there should be few regional uses, since the Midwest could be considered a region or the state could be divided into 4 regions.  Therefore, uses such as Ikea, Cabela's, Bass Pro Shop, World Market,Von Maur (to name a few) could be titled regional since only 1 or 2 exist within the state.  If we use just the 7-county metropolitan area as an example, businesses/uses such as Costco, Sam's Club, Target, Walmart, Hirschfield's, Byerly's, Lund's, Kowalski's, Dicks Sporting Goods, Sports Authority, National Camera, LA Fitness, Schmidt Music, Golf Galaxy, Hom, Kohl's, and Best Buy are dotted throughout. Another difference between a regional, community, and neighborhood use is the fact that the 7-county metropolitan area includes 6 large malls (Maplewood, Southdale, Ridgedale, Eden Prairie Center, Rosedale, and Mall of America) 2 Life Style Centers (Woodbury and Maple Grove), and hundreds of power centers (large retail shopping venues), which undermines the notion of a true regional use since most uses in Roseville also exist in most every other market in the metropolitan area.

There are, however, some exceptions in Roseville such as (parentheses represent number in state) Willow Gate (1), Good Earth (2), Joe Sensor's (2), REI (3), La Casita (4) Bed, Bath, Beyond (4), Kirkland's (4), Golf Galaxy (4), Great Southern Bank (4), and most likely a few shops in Rosedale; these business/uses could potentially be deemed regional.

Therefore, categorizing our commercial business areas as RB, CB, or NB is an ineffective and imprecise way to identify or promote use, since it becomes nearly impossible to implement and regulate. As such, the Planning Division suggests that the City Council eliminate the existing land use categories in favor of a description or descriptions that reflect the general overall type of uses desired or those uses that the market will most likely bear, such as retail, service, office, and production and processing. These uses can be crafted into one or more land use categories and corresponding zoning districts to better address what is occurring and desired for redevelopment areas in Roseville over the next 20+ years.

**TWIN LAKES CONSIDERATIONS**

As the City Council contemplates the future of Twin Lakes and Comprehensive Plan and Zoning changes, there needs to be an openness to market driven development that fits within the previously conducted studies, specifically the office, retail, and multifamily uses the Twin Lakes Master Plan, 2001 AUAR, and the 2007 AUAR Update recognized and analyzed. Although some uses may not be preferable, they may be a use, nevertheless, that would redevelop the land in a way that fulfills the "vision" for the area.

To the extent that the City Council desires to discuss the future zoning (and Comp Plan guiding) of Twin Lakes, the Planning Division would like to point out a few items. Specifically, that the City Council recall the recent presentation regarding a portion of the area east of Fairview Avenue and its redevelopment into retail uses. Staff has also received telephone calls regarding similar use throughout Twin Lakes. Next, the notion that an office development, specifically multi-story "Class - A", should be permitted or encouraged, but perhaps not thought of as something that will actually occur. There are many areas within Twin Lakes where such a use could develop, however, the market has not rebounded completely, especially in the northern suburbs, and reducing the location of this option seems appropriate at this time. Another item to consider is that Roseville is one of the top metropolitan retail centers so it seems counter intuitive not to think about how a part or parts of Twin Lakes could be designed to accommodate certain types of retail uses. Things like paying higher wages/salaries or developments with a mix of uses, not just retail, can be addressed in the Zoning Ordinance. Lastly, and as previously mentioned, there is the continuing concern over non-conformity and the role the City should play in rectifying existing problems. Although some text/chart changes can be made, there are other considerations that need to be discussed or flushed-out, especially for the high-density designated land north along Terrace Drive.

*Size Limitations*

If it is the City Council's desire to restrict certain-sized buildings and/or uses, these would need to be specifically articulated in the Zoning Ordinance. In relation to regulating the size of buildings, it must be determined why there is an interest in regulating building size. Is the desire to control design and aesthetics of a structure? Is it desired to regulate the effects of a large use (traffic, noise, etc). Is it a desire to regulate both facets? The "big-box" term does not just apply to retail situations. It can also apply to large office and warehouse structures that may be unattractive and have even greater impacts than a retail operation. In as much as past discussions reflected a desire to limit or restrict size and use, staff would caution against incorporating size limitations into the Comprehensive Plan or Zoning Ordinance without clearly understanding why they are being put in place and understanding they may have some unintended consequences. Limitations on building size could limit property owners and prevent desirable business from locating in Roseville simply because they are of large size.

*Roadway Classifications*

The Planning Division also concludes that using roadway classifications as a means to differentiate between types of commercial areas is, when applied to current areas and their uses, problematic for existing and future development. Twin Lakes is a good example of this: although the CMU does not include roadway functional classification as a guiding measure, the site has direct visibility and access to the adjacent regional highway system. Following the language of the Regional Business definition, one could rationalize that regional businesses should be allowed in the Twin Lakes area. It is the staff's position that either modification or elimination of such language should occur in order to make the definitions clear and concise.

*Twin Lakes East of Fairview Ave.*

As has previously been discussed, the Twin Lakes area east of Fairview Avenue is significantly different from the Twin Lakes area west of Fairview Avenue. Currently, the area east of Fairview zoned CMU is regulated the same way as rest of Twin Lakes. The only limitation east of Fairview Avenue is the need for a Regulating Plan. Previous discussions with the Council indicated a desire to look at uses in this area differently than the rest of Twin Lakes.

*Twin Lakes Zoning Sub-Districts*

As you may recall, the discussion at our last meeting (September 16) included the prospect of multiple CMU districts that included a focus such as housing, office, or other types of uses. This approach was meant to further address some of the non-conformity issues the Planning Division is challenged with, as well as to offer a few additional use options. The area that comes to mind is the area north of Terrace Drive currently designated High Density. It is still the intention of the Planning Division to provide such multiple CMU zone categories, should the City Council still desire such a zoning for the area west of Fairview Avenue.

Given the above items and information, the Planning Division believes, since land use category definitions are to be broad or general descriptions of what takes place in an area, that the RB, CB, and NB categories should be eliminated and replaced with more general (or simplistic) categories such as Retail, Retail/Office, and/or Retail/Office/Service. Such category titles (and subsequent districts) are more in keeping with the existing uses and those that will replace tenants and/or develop in these areas. The Comprehensive Plan Land Use definitions will not be designed to differentiate between scale or massing or use, since this is where the ambiguity currently lies. The Zoning Ordinance Statement of Purpose, on the other hand, can address or regulate size, massing, and use (to name a few) and a means to control or limit/reduce impacts to a given area.

**SUMMARY OF ACTION STEPS**

The Planning Division recommends that the action steps be split into three actions: 1) the CMU Comprehensive Plan Amendment, 2) Commercial Districts land use and zoning, and 3) Twin Lakes regulations and uses. This approach keeps the discussion and action focused on the immediate need for resolving the ambiguity in the CMU land use definition, and provides an opportunity for further direction and actions regarding RB, CB, and NB land use and zoning definitions/allowances and regulations changes for Twin Lakes.

## REQUESTED CITY COUNCIL ACTION

**A.** The Planning Division recommends that the City Council take the following action regarding the Twin Lakes Redevelopment Area:

- Give direction regarding the CMU Comprehensive Plan Land Use Definition amendment

**B.** The Planning Division recommends that the City Council take the following actions regarding the Comprehensive Plan and Zoning Ordinance:

- Give direction regarding resolution of title and Comprehensive Plan Land Use category definition for RB, CB, and NB.
- Give direction regarding new/revised Zoning District classifications.

**C.** The Planning Division recommends that the City Council take the following actions regarding the Twin Lakes Redevelopment Area regulations and use:

- Give direction regarding future use and zoning for the area east of Fairview Avenue.
- Give direction regarding size limitations.
- Give Direction regarding roadway classification.
- Give direction regarding Twin Lakes zoning sub-districts.

**Prepared by: Thomas Paschke, City Planner (651) 792-7074 and Patrick Trudgeon, Interim City Manager (651) 792-7071**